



2019 Annual Maintenance Agreement

This is an agreement between GreenSweep LLC and _____ (“Client”), whose mailing address is _____ for work completed at _____ (service address). GreenSweep and Client agree to the following: GreenSweep will provide the services detailed in the following specifications. Client will pay the charges agreed to in this document and under the terms specified here.

I. Landscape Maintenance Options

GreenSweep can provide services on an as-needed basis, but scheduling preferences will be given to clients who request services in advance. Please select the services below which you wish to have performed. Initial in the space provided and check the appropriate boxes. Pricing varies depending on the size of the property and the nature of the service. Free estimates will be provided upon request.

- _____, Client **Clean-Ups** (Recommended twice per year; includes shrub pruning, bed weeding and edging)
 Early Spring Late Spring Summer Early Fall Late Fall Mulching with each clean-up
- _____, Client **Routine Monthly Maintenance** (Completed once per month from April through December; includes weeding and edging beds and pruning shrubs as needed)
- _____, Client **Lawn Mowing** (Includes edge trimming and sidewalks/driveways cleared of clippings. Property will be mowed approximately 28 times per season.)
- _____, Client **Annual Flower Rotations** (Planting/replacement of annual flowers to present color in beds)
 Spring Summer Fall
- _____, Client **Shrub/Perennial Fertilization** (All purpose fertilizer applied twice per season)
- _____, Client **Lawn Treatments**
 Full Fertilizer Program (6 steps)
- _____, Client **Lawn Aerating/Over Seeding**
 Aerating (Spring) Aerating (Fall) Over Seeding (Spring) Over Seeding (Fall)
- _____, Client **Leaves** (Gathered at curb 2-4 times in fall/winter; bagging and/or hauling available for additional fee)
- _____, Client **Gutter Cleaning**
 Early Spring Late Spring Summer Early Fall Late Fall
- _____, Client **Special Request/Landscape Design** (i.e., patio, walkway, retaining wall, landscape installation)



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II. Terms and Specifications

- GreenSweep will keep its mowing blades sharp in order to discourage grass blade damage.
- Turf will be mowed at a height of 3 inches as recommended by the University of Maryland Turf Science Dept.
- For the health of the lawn, grass clippings will be mulched back into the lawn, unless requested otherwise. An additional fee will be charged to bag and/or haul clippings and to remove from the property.
- Trees and shrubs not being surrounded by mulch beds is the number-one cause of accidental bark damage by mowers and string trimmers. GreenSweep is not liable for accidental bark damage to non-mulched shrubs and trees.
- GreenSweep will blow fertilizer off all walks and driveways.
- GreenSweep will complete all pruning using the proper techniques/equipment and will remove all horticultural debris.
- Aside from routine mowing and fertilizing activities (including trimming and blowing), most additional services will be charged on an hourly basis at a rate of \$55.00 per hour per crew member.
- Landscape design (hand drawn or CAD) will be charged at a rate of \$95.00 per hour. Payment is due upon submission of design to client. If client signs installation agreement based on same design, payment for the design fee will be credited toward the installation fee.
- GreenSweep carries full commercial liability insurance, and the Worker’s Compensation coverage required by law for full-time employees.
- GreenSweep is liable for: (1) any damage to the property while working with the exception of bark damage to non-mulched shrubs/trees; (2) damage to or failure of any plant material caused by improper horticultural practices.
- GreenSweep is not liable for: (1) bark damage to non-mulched shrubs/trees; (2) flooding, storm, wind, or cold damage to plant material; (3) plant disease, fungus, or insect damage; (4) damage caused by improper watering or other activities by the client.

III. Payment and Billing

Agreed-upon tasks require a signed estimate form. Changes must be accompanied by a signed change order reflecting price changes. Because we schedule our daily routes based on anticipated work, payment is expected even if we arrive and the service has already been performed by others. Should Client decide against using the selected materials purchased by contractor which are required to satisfy the project plan, client may be responsible for payment of these materials or a restocking fee. Client may be billed monthly or upon completion of service depending on the nature of the service. DC sales tax will be added to all invoices where applicable. Payments exceeding \$500.00 made via credit card will incur an additional fee of 3% above the original balance due. Unless Client advises GreenSweep within seven (7) days of the invoice that Client has questions regarding the invoice, Client agrees that the invoice is correct. Invoices must be paid in full within 15 calendar days of the invoice date. With failure to do so, two (2) percent interest will be compounded monthly. If Client carries a balance 60 or more days past due, GreenSweep has the right to suspend or terminate service with or without notice to Client. In the event of Client’s breach of this Agreement, GreenSweep shall be entitled to reasonable attorney’s fees, defined as 33-1/3% of the total balance due (including principal and interest), costs, expenses, and expert witness fees. In the event GreenSweep files suit, Client consents and submits to jurisdiction in Montgomery County, Maryland for any suit, action, or proceeding arising out of this contract. Client expressly waives the right to a jury trial in the event of any litigation between GreenSweep and Client arising from this contract, any amendments and/or modifications to the contract, and any work and/or change orders arising from this contract.

IV. Final Terms

This agreement begins on the date of the client’s signature, and will end December 31, 2019 unless client opts in to Auto-Renewal. Cancellation requires 30-day notice to GreenSweep, and payment will be required for that period. Both GreenSweep and the client have read the terms and conditions of this agreement and agree to be bound by them, as represented by their signatures below.

Client: _____

Date: _____

GreenSweep: _____

Date: _____

Please sign one copy and return to us by mail or email at karla@greensweepllc.com. Thank you for your business!