



Ultrascape Landscaping, Inc.

P. O. Box 55865*Houston, Texas 77255-5865*713-785-9531*doug@ultrascapehouston.com

****LANDSCAPE & LAWN MAINTENANCE AGREEMENT****

PROPERTY CONTRACTED:

Customer Name

Customer Address

HOUSTON , TEXAS Zip

Customer Contact Number

Ultrascape Landscaping, Inc. (Ultrascape) agrees to maintain said property for the duration of this agreement according to the succeeding specifications.

Duration of agreement: *Begin Date to End Date (typically one year)*

In exchange for the services and materials included in the Maintenance Schedule attached hereto as Exhibit A and the other covenants and agreements of **ULTRASCAPE** contained herein, Customer named above agrees to pay **ULTRASCAPE** the sum of \$ xxx *in bi-monthly or monthly installments of \$ xxx* subject to customers right of termination as set forth below. A statement will be furnished on the last visit of the month for current months services and is due by the 15th of the following month. The invoice or invoices will be detailed on the statement. Customer notes that this agreement obligates **ULTRASCAPE** to make **46 visits per year** in accordance with yearly schedule of maintenance set forth on Exhibit A. Additional visits at customers request for work not included in this agreement will be at a rate of **\$30.00 per man hour, or as agreed to** by written proposal.

Notwithstanding anything herein to the contrary, customer may terminate this agreement, with or without cause, by giving **30 days prior written notice** at its address set forth above, such termination to be effective at the end of such 30-day period. If customer so terminates this agreement, customers obligation to pay monthly installments shall cease as of such termination date and customer shall not owe any portion of the remaining balance of the annual sum set forth above. Contractor shall be paid in full for all work performed to the date of cancellation. With respect to all services rendered by **ULTRASCAPE** to customer pursuant to this agreement, it is mutually understood and agreed that the relationship between **ULTRASCAPE** and customer is that of an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer/employee relationship between the parties or allow customer to exercise control or direction over the manner or method by which **ULTRASCAPE** renders such services.

Customer –Date

**Ultrascape Landscaping, Inc.
Doug Becker**

EXHIBIT A
“Customer Name” RESIDENCE
MAINTENANCE AGREEMENT

I. Yearly schedule of maintenance:

- A. ***April 1 through December 24***
 - 1. Weekly intervals
- B. ***January 2 through March 31***
 - 1. Bi-weekly intervals

II. Tasks performed:

- A. ***Lawn***
 - 1. Mow
 - 2. Edge
- B. ***Yard, Walkways, Patios, Driveway, Curb***
 - 1. Collect debris
 - 2. Blow
- C. ***Beds***
 - 1. Pull weeds (all weeds may not be pulled every visit)
 - 2. Cultivate beds two times per year at time of fertilization
- D. ***Shrubs, Hedges, Crepe Myrtle, Ligustrum Trees***
 - 1. Pruning (Note: NO PRUNING OVER 12' HEIGHT)
 - a. Shape once per year in spring and minor trimming once per month to keep in neat appearance.
- E. ***Fertilizer***
 - 1. Lawn and Shrubs
 - a. April
 - b. June
 - c. September
- F. ***Insecticides, General fungicides* (this is an extra item and is to be billed in addition to your regular monthly services)**
 - 1. Applied as needed on scheduled service day

****EXTRA SERVICES SUGGESTED BUT NOT INCLUDED IN THIS AGREEMENT ****

- 1. Tree trimming (Per quote)
- 2. Annual planting (Per quote)
- 3. Sprinkler System installation and repair. (Per quote or \$60.00 per hour)
- 4. Clean rain gutters (Per quote)
- 5. Backflow Test Report (\$80.00 minimum)
- 6. Landscaping, Lighting, and Drainage (Per quote)
- 7. Mulching (\$90.00 per cubic yard)
- 8. Insecticides and Fungicides (Per quote)
- 9. Pressure Washing (Per quote)

ULTRASCAPE will not be held responsible for any loss or damage to property contracted due to acts of nature, vandalism, or negligence of anyone not employed by **ULTRASCAPE**.