



CONTRACT FOR LANDSCAPE

CUSTOMER

CONTRACTOR

Easton Outdoors
P.O. Box 2375
Poquoson, VA 23662

AGREEMENT

This agreement is made and entered into _____, 2021 by **Easton Outdoors** and _____ . It is hereby and mutually agreed and understood that for and in consideration of the sum or sums to be paid to Easton Outdoors by the contracting officer, as set forth in this contract. Easton Outdoors is guaranteed to furnish all labor, permits, equipment, accessories, and materials and shall perform all work in a good, timely, professional manner in accordance with any drawings, provisions and/or specifications of this agreement.

SCOPE OF WORK

Easton Outdoors proposes to landscape and install the features listed below.

Total cost: \$_____

Initial _____

PAYMENT

If the above prices, specifications, and conditions are accepted. A deposit of 50% will be required upon approval of each item listed within the proposal. After deposit has been received a date for the project will be established. Upon completion of each item listed, full payment will be due. Late fees will be charged at (3%) three percent per week until the payment is received in full.

ACCEPTANCE

This agreement is deemed agreeable and satisfactory by both parties named, and that the scope of work outlined in this agreement shall be the only scope of work to which the contractor is held. This contract shall be executed on the date written below. All copies of this agreement, for all its intents and purposes shall be considered original.

Signature of Customer: _____ Date: _____

Name of Manager: _____ Title: _____

Signature of EO Representative: _____ Date: _____

Name of Manager: _____ Title: _____

Appendix A

I. INSURANCE:

Contractor will carry complete and adequate automobile and general liability insurance in the amount of not less than \$1,000,000 and workers comp in the amount of \$500,000. The contractor shall supply the contracting officer with a certificate or insurance for such coverage if requested.

II. WEATHER:

The contractor is not responsible in any way for delays in the completion of specified tasks due to weather conditions.

III. ACTS OF GOD:

The contractor assumes no responsibility for and shall not be held responsible by the contracting officer for damages due to conditions beyond the contractor’s control. Such conditions include, but are not limited to: harsh weather, abnormally cold winter temperatures, snow damage, ice, melting snow, wind, fire, vandalism, theft, and previous contractor’s neglect or improper practices.

IV. BELOW GRADE:

The contractor will work with reasonable care when digging or excavating. Request of utility tickets are the contractor’s responsibility. Contractor is not responsible for damage to any utilities in the event they are not marked by Virginia 811, Miss Utility. Due diligence will be performed during the initial examination of areas to be excavated. In the event of any unforeseen conditions below grade work will be halted. Conditions include but are not limited to the following: shrink swell, ground water, roots, stumps, buried landscape, buried lines, rock, and/or stone. If additional charges are necessary; work will not continue until client can be consulted. Additional charges will continue at a ‘Time and Materials’ rate to be agreed by the client and contractor.

V. TERMINATION:

This agreement may be canceled by either party for any reason with immediate notice. Settlement is to be made for all services performed up until the cancellation date (including any applicable consultation/service charges). No further expenses would be incurred if any services are performed beyond the cancellation date.

VI. PERSONNEL:

Contractor’s employees shall conduct themselves in a professional manner at all times. Contractor will provide adequate supervision at all times.

VII. LIMITATION OF LIABILITY:

In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damages incurred by the other party and arising out of the performance of this Contract. Additionally, The Contractor will not be liable for any damage caused by the structures, landscapes, or water gardens constructed. Damages include, but not limited to, water damage, tree/shrub damage, and/or structure damage. The Contractor will exercise reasonable care to avoid all damage to pavement, curbs, trees and shrubs that are not part of the project.

VIII. LICENSES AND PERMITS:

Contractor shall be responsible for obtaining and paying for all licenses and permits required by federal, state, and local laws that are necessary for the legal operation of the contractor’s business. Such licenses may include but are not limited to: business licenses, nursery, commercial pesticide applicator, tree contractor, and arborist.