



**CONTRACT FOR LANDSCAPE**

**CUSTOMER**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR**

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

**AGREEMENT**

This agreement is made and entered into \_\_\_\_\_, 2022 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:** \$ \_\_\_\_\_

**PAYMENT**

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

Two additional payment plans may be used:

1. Projects involving sub-contractors and/or over twenty-five thousand dollars; a 40% draw can be requested by the Contractor while waiting for sub-contractors or miscellaneous items in order to complete the Close Out Procedure.
2. Projects over eighty thousand dollars may require a 35% deposit to schedule. Once work on the agreement has commenced, a second 35% draw will be required. At and/or near 90% completion of the agreement, a third 20% draw will be required. Any remaining balance will be left until the Close Out Procedure is completed.

Initial \_\_\_\_\_

**ACCEPTANCE**

By signing or sending payment, all parties involved, find this agreement agreeable and satisfactory, and that the scope of work outlined in this agreement shall be the only scope of work to which the contractor is held. This agreement 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 & WARRANTIES:**

The Contractor assumes no responsibility for and shall not be held responsible by the Client 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. Contractor does not assume warranties on other companies work to include plumbing, electrical, and countertops. Paver work will be warranted under workmanship for two-years. Landscaping and water features for one-year. Details and specifics available: Easton-Outdoors.com/Warranties.

**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 client or 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, concrete, buried lines, rock, and/or stone. If additional charges are necessary; work will not continue until client can be consulted. Additional charges will be discussed and continue after agreement has been reached by the Client and Contractor.

**V. CLOSE OUT PROCEDURE**

As part of the close-out procedure, and before the final payment request, Client and Contractor will walk through all the work performed by Contractor to review any work to be corrected or completed. Small issues and blemishes in the work should be addressed during this close-out procedure and should not be included in a defective work claim or complaint before the close-out procedure has started. This means that if client sees small issues while Contractor is still working, to make a list of them and point them out on this final walk-through. After the walk-through, Contractor will send the Client a list, via email, of all items to be corrected, this is the Client’s last opportunity to add anything that needs to be corrected. Contractor will complete all items on the list and at the completion of all items on the list, Client will issue final payment to Contractor and sign off on acceptance of the work. No warranty claims will be honored until Client has signed off on acceptance of the work and payment in full has been received.

**VI. CHANGE ORDERS**

The Client may, at any time, direct the Contractor to make changes to the agreement. All changes to the agreement will be discussed verbally and followed up via electronic invoice from Contractor’s software. All change orders to the work must be paid in full at the time of acceptance. In the event the extra work will require additional time, the Contractor is entitled to have additional time added to the schedule to complete the project.

**VII. 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.

**VIII. PERSONNEL:**

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

**IX. MEDIA USAGE**

Contractor intends to take photos, videos, and other media of the project for use on social media or other platforms. At any point during the course of this agreement the Client can request no media usage and the Contractor will honor the request.

**X. 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.

**XI. 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 license, contractor license, tree contractor, and arborist.