



**ALL SEASONS LANDSCAPING, INC.**  
**SUPPLEMENTAL CONDITIONS OF GROUNDS**  
**MAINTENANCE CONTRACT**  
**2 Pages**

**1. *Scope***

All Seasons Landscaping, Inc. shall furnish all materials, tools, equipment and labor necessary to execute the terms of the contract submitted in conjunction with our “Grounds Maintenance Services Specifications.”

**2. *Limitations***

General maintenance as outlined is for all lawn, bed and natural areas only, unless noted otherwise. Other work shall be quoted and billed separately.

**3. *Supervision***

Our managers and supervisors will perform periodic inspections of your grounds. This check and balance system helps avoid problems and keeps your landscape in the best condition possible.

**4. *Revision***

This proposal is subject to revision if not accepted within thirty (30) days, as availability and costs of many materials is not constant. The contract price is based on conditions present in the landscape at the time of proposal presentation. Should the proposal be accepted after excessive growth of plants, lawn, weeds, etc., adjustments will be made to the contract price. Alterations, additions, or deviations requested by the owner will be charged to the owner at Time & Materials (T & M) pricing. Verbal requests for services will be considered contractual and binding.

**5. *Contract & Payment Terms***

Unless stated otherwise in the contract, payments are due upon invoice receipt. Payment terms for this contract are as follows: Client will receive monthly invoices from May through September. Payment is due upon receipt of invoice for this contract and any additional services requested. Any services that are not part of the Core fixed monthly contract price will be billed at the time services are rendered and are due upon invoice receipt. The owner, its agent, or successor is responsible for all payments to the contractor and/or its successor. Interest of 1.5% per month, (18% annually), will be charged to all accounts over (30) days from invoice date in which there is an unpaid balance. Overdue accounts are subject to interruption or termination of service.

**6. *Unavoidable Interruptions / Conditions***

All Seasons Landscaping shall not be held responsible or liable for any loss, damage or delay caused by weather conditions, strikes, lack of adequate time, insufficient notice, lack of fuel and/or oil availability or by any other causes beyond the contractor’s control. Additionally, a surcharge based on material and supply price increases to All Seasons Landscaping shall be passed on at cost.

# ALL SEASONS LANDSCAPING, INC.

## SUPPLEMENTAL CONDITIONS OF GROUNDS MAINTENANCE CONTRACT

### 7. Fuel Surcharge

All Seasons Landscaping maintains contract pricing year after year with periodic adjustments for inflation and material price changes. Due to the unprecedented fluctuations in fuel pricing we feel it is necessary to adopt a process that addresses price changes on a sliding scale that is consistent and fair to all of our customers regardless to level of service. Using the Rocky Mountain Fuel Index averages as provided by [WWW.eia.gov](http://WWW.eia.gov) we set our base level at our last year's average price of \$2.90 per gallon unleaded. This price index does not include the .20 increase we typically see locally. The following scale shows the % increase or decrease that will be adjusted to your invoicing on the day it is prepared.

\$2.60 =	-.75%	\$3.50 =	1.50%	\$4.40=	3.75%
\$2.70 =	-.50%	\$3.60 =	1.75%	\$4.50=	4.0%
\$2.80 =	-.25%	\$3.70 =	2.0%	\$4.60=	4.25%
\$2.90 =	0%	\$3.80=	2.25%	\$4.70=	4.50%
\$3.00 =	.25%	\$3.90=	2.50%	\$4.80=	4.75%
\$3.10 =	.50%	\$4.00=	2.75%	\$4.90=	5.0%
\$3.20 =	.75%	\$4.10=	3.0%	\$5.00=	5.25%
\$3.30 =	1.0%	\$4.20=	3.25%	\$5.10=	5.50%
\$3.40 =	1.25%	\$4.30=	3.50%	\$5.20=	5.75%

### 8. Damages

All Seasons Landscaping will not assume responsibility for damage that is done due to unknown or unmarked hazards, obstructions, safety hazards, soft spots, utilities, above ground temporary utilities, etc. (eg temporary cable, phone service, electrical cords). **Owner(s), assigned agents or third parties are responsible to mark and inform All Seasons Landscaping of any areas of concern prior to All Seasons Landscaping starting work.**

### 9. Dissolution of Contract

This contract can be terminated by either party, following delivery and acceptance of written notice. The termination date shall be thirty (30) days from the first of the month following accepted notice, based on date notice is received. Should termination occur, a final itemized invoice for services rendered through the date of cancellation acceptance will be sent.

### 10. Insurance & Workers' Compensation

Certificates of insurance and workers' compensation coverage shall be provided upon request.

### 11. Lien Rights

If invoices are not paid in full for labor and materials, the property or properties may be subject to lien rights.

### 12. Plant Material Warranty

Warranties on plant materials are good for ninety (90) days from date of planting with approved irrigation or good for one year if All Seasons Landscaping provides the landscape maintenance, including irrigation services.