**MHIC License #98877**

**EARTHKARE**

**LANDSCAPING/LAND WORK CONTRACT**

***The basic standards in any contract***

\*This Landscaping/Land Work Contract (the "Contract) is made this - day of -, 2024 (the "Effective Date") by and between Kraig G. Leatherman, d/b/a Earthkare, (“Contractor”), located at 18902 York Rd. Parkton, Maryland 21120 (hereinafter referred to as "Contractor") and -

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

hereinafter referred to as Customer.

The contractor desires to provide landscaping and land work services to the Customer, and the Customer desires to obtain such services from the Contractor.

THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

\***1. DESCRIPTION OF SERVICES**. Earthkare, will begin services during week/month of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to be communicated to the customer as that start date gets closer to execution, will provide to -the following services (collectively the "Services"):

\***2. SCOPE OF WORK**: Contractor will provide all services, materials and labor for the following landscape work -**SEE EXHIBIT “A” ATTACHMENT TO THIS CONTRACT AND MADE A PART THEREOF** described above at the property **OWNED BY CUSTOMER (S)** or

**OTHER OWNER**  - located at. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

hereinafter referred to as ("Worksite").

This includes landscaping and construction materials, necessary labor, and all required tools and machinery needed to complete landscaping and related work as outlined in Exhibit A, attached hereto and incorporated by reference.

Note: Earthkare retains the right to utilize subcontractors to complete the work. Earthkare has a contract with each subcontractor performing the services in this contract. It will be considered to be a breach of this contract if the customer attempts to hire away for work any workers while working the job under the tenure and terms of this contract,

**3. COMPLIANCE WITH LAWS**. The Maryland Home Improvement Commission licenses the contractor, MHIC License No. 98877. It shall provide the Services in a workmanlike manner and in compliance with all applicable federal, state, and local laws and regulations.

**4**. **WORK SITE**. Customer warrants that Customer owns the property herein described and is authorized to enter into this contract. Before the Contractor starts work, the Customer shall provide access to the Customer’s property, and the boundaries of the Customer's property will be identified clearly.

**5. MATERIALS AND/OR LABOR PROVIDED**. The contractor shall provide upon request to the Customer a list of each and every subcontractor furnishing material and/or labor to the Customer as part of the Services.

X\_\_\_\_\_\_\_\_\_\_\_\_ INIITAL

**6. CHANGES/AMENDMENTS TO WORK.** Any alteration or deviation from the scope of work or materials outlined in Exhibit A, which increases the cost of the Project, must be authorized by the Customer and Contractor in a written change order or amendment to the Contract. The additional cost will be over and above the original contract price and billed to the Customer at the time of the **Change order/Amendment.** The contractor reserves the right to require an additional deposit before work commences on the **Change Order**. All changes or amendments with unpaid balances will be collected at the final Payment.

***Standard language on monies and payments…..***

X\_\_\_\_\_\_\_\_\_\_\_ INITIAL

**7. PAYMENT**. Payment shall be made to Contractor in the total amount of **$**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the services and materials described in this Contract.

Payment shall be made as follows:

a. Initial Deposit of **$**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall be made with the signing of this Contract.

Then, work can be placed on the schedule.

X\_\_\_\_\_\_\_\_\_\_\_\_\_\_ INITIAL

b. Interim Performance/Continuance payments will be made within three (3) business days of invoice. These payments are estimated at $\_\_\_\_\_\_\_\_\_\_\_\_\_ per installment.

This is negotiated depending on the size and scope of the job.

X\_\_\_\_\_\_\_\_\_\_\_\_\_\_INITIAL

c. Final Payment of **$**\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall be paid within three (3) business days after Contractor completes Project and, if requested by Customer, Customer’s and Contractor’s on-site inspection walk to ensure the satisfaction of Customer. If any unpaid balances from items #8 a, b, c, OR item #9 below remain unpaid, these balances will be collected at final payment.

X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_INITIAL

***Other factors to address if there are unseen changes to the Site, or to the Services making sure we stay on the same page…….***

**8. SITE CONDITIONS**.

a. Subsequent to the Contract but if, before Contractor’s commencement of work on the Project, the site conditions materially change in any way which requires additional labor or material to complete the scope of the Contract, Contractor will notify Customer of such additional work or materials which will be added as a change order to the Contract.

X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_INITIAL

b. Sight Unseen Clause – Earthkare has the right to automatically charge up to 10% of the Contract Price for additional labor and materials required to deal with unseen site conditions, such as subsurface conditions that are not visible during the estimate and are out of the Contractor’s control, or, inaccessibility to inspect areas where there is work to be performed which requires more labor or material costs that could not be included in the original estimate and therefore the contract price. A Change Order will address unseen site conditions or inaccessible areas requiring additional work exceeding the 10% contract deviation per Section 6.

c. Interpretation of contract language and actual site conditions—if the customer and Earthkare disagree on the interpretation of any language used in #8 and 9 above, and it interrupts

completion or compromises the services in this contract listed in Exhibit A or impedes workflow for Earthkare; Earthkare has the right to bill customers for costs incurred, which will be considered unreasonable delays.

**9. WORKSITE ACCESS**. The customer will allow free access to work areas for workers and vehicles and, if necessary, an area for storing materials, tools, and/or debris on the Customer’s property. Any storage areas will be coordinated with the Customer. The contractor will make reasonable efforts to keep the worksite clean and orderly and restore any storage areas to their former condition. The customer shall provide the Contractor access to water and/or electricity if required by the Project.

**10. INSURANCE**. The contractor and its subcontractors have in full force and effect insurance covering general liability, negligence, workers' compensation, and property damage claims.

**11. COMPLETION DATE**. The estimated date for substantial completion of the project is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The estimated completion date is the Contractor’s best estimate (and not a Contractor obligation under his Agreement) as the actual completion date is subject to factors outside of the Contractor’s control, such as extreme weather, supply shortages, client-requested change orders, and/or “Force Majeure” (ex. Pandemic) events.

**12. TERMINATION OF THE AGREEMENT**.

A. “For Cause” Contractor may terminate this Agreement for cause, where Customer:

1) has not paid Contractor sums due and payable under this Agreement;

2) Has failed to sign and furnish requested Change Orders timely;

3) Any other material breach of this Agreement which is not cured

Customer may terminate this Agreement if the Contractor:

1) Fails to perform the work specified in this Agreement;

2) Fails to pay, after ten (10) day written notice, Earthkare or other expenses agreed upon to be paid if such payments are due and owing;

3) Fails to cooperate with Contractor or any other material breach of this Agreement which is not cured.

B. Termination Without Cause: Either Contractor or Customer may terminate this Agreement, without cause, upon fifteen (15) days written notice. In such event, Customer must pay Contractor the then current Contract sum (as modified by any Change Order reduced by the percentage of work that has not been completed). If the Customer has paid sums that exceed the percentage of work completed, the Customer shall be entitled to a refund.

**13. WARRANTY**. Earthkare Landscaping guarantees that it will perform the services in a timely and workmanlike manner using its best efforts, which meet generally accepted standards in the Customer’s community on similar projects. Earthkare cannot warrant plant materials after completion of the Project and does not provide any express or implied warranty for materials or services other than those set forth in this Section. If Customer is dissatisfied with the work performed at any time during the Project, Customer agrees to promptly notify Earthkare in writing, by e-mail, or telephone. Earthkare will promptly attempt to correct any issues related to the scope of work and/or services.

**14. SIGNAGE/PICTURES/PROMOTIONAL MATERIAL**. Earthkare reserves the right to take before and after pictures relevant to the work being performed. Some or all of these pictures may be used on social media sites or the company website. We also reserve the right to place a professional-looking company sign on the property while we do the work and for several days after that. We may input a professional card in your neighbor’s mailbox.

***Standard Contractual language in a Maryland Contract….***

**15. DEFAULT**. The occurrence of any of the following shall constitute a material default under this Contract by Customer.

a. The failure of the Customer to make a required payment when due.

b. The insolvency of Customer by either voluntarily or involuntarily, become a debtor of or seek protection under Title 11 of the United States Bankruptcy Court.

c. The failure of Customer to make the site available or the failure of Customer to deliver any monies in the time and manner provided for in this Contract.

d. In the event of Customer’s default, Contractor shall be entitled to its costs of collection, including but not limited to reasonable attorney’s fees.

**16. REMEDIES**. In addition to any and all other rights a party may have available according to the laws of the State of Maryland, if a party defaults by failing to substantially perform any provision, term, or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving the said notice shall have ten days from the effective date of said notice to cure the default(s) or begin substantial completion if completion cannot be made in 10 days. Unless waived by a party providing notice, the failure to cure or begin curing the default(s) within such time period shall result in the automatic termination of this Contract.

**17. ENTIRE AGREEMENT**. This Contract contains the parties' entire agreement, and there are no other promises or conditions in any other contract or agreement, whether oral or written, concerning the subject matter of this Contract. Any amendments must be in writing and signed by each party. This Contract supersedes any prior written or oral agreements between the parties and shall be binding upon Contractor, Customer, and their respective heirs, successors, personal representatives, and assigns.

**18. SEVERABILITY**. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**19. AMENDMENT**. This Contract may be modified or amended in writing, if the writing is signed and dated by each party.

**20. GOVERNING LAW**. This Contract shall be construed in accordance with, and governed by the laws of the State of Maryland, without regard to any choice of law provisions of or any other jurisdiction.

**21. DISPUTES/WAIVER OF JURY TRIAL**. The Parties expressly waive their right to a jury trial and agree, prior to initiating any legal actions, to attempt a mediation of any dispute.

**22. NOTICE**. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**23. WAIVER OF CONTRACTUAL RIGHT**. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of the party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**24. SIGNATORIES**. This Contract shall be signed on behalf of Contractor by Kraig G. Leatherman and on behalf of Customer below unless otherwise noted here\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and shall be effective as of the first date written above.

Customer: Contractor:

Earthkare Landscaping

X

X

SIGNATURE(S)

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINT NAME Kraig G. Leatherman, Owner

DATE: DATE: