

WADDELL PROPERTY MAINTENANCE INC
901 Osceola Ave
Jacksonville Beach, FL 32250
904-887-0539

Name: _____

Date: _____

Address: _____

Phone: _____

1. The purpose of the Agreement is to set forth the terms and conditions under which Waddell Property Maintenance Inc, (hereinafter called "Contractor") will provide landscape maintenance service for Customer at the above address.
2. Contractor agrees to perform the following services as outlined in the Landscape Maintenance Plans*. Service under this agreement will be:

***Service will include: mowing, edging, trimming shrubbery, blowing, weeding flower beds, irrigation maintenance. Hourly rate of \$30 for labor (plus material cost) to repair any irrigation issues.**

On new contracts, a one time cleaning fee of between \$50.00 and \$100.00 will be assessed if the shrubbery is overgrown and plant beds are full of weeds (Estimates given).

If push mowing is required due to weather conditions or as a request of the customer, a \$15.00 fee will be assessed per cut.

Growing months of March through October weekly and November through February as needed.

3. Contractor will furnish labor and equipment necessary to perform the above services. Customer will be charged for all material used.
4. Customer agrees to promptly notify contractor in writing of any dissatisfaction with the maintenance service to insure that maintenance is performed as agreed

5. **Customer shall pay to Contractor at the rate of \$85.00 per month on a yearly basis for the service herein agreed to be performed. Contractor will bill Customer and Customer shall make payment within ten days of billing date. Customer agrees to pay a service charge of \$10.00/10 days overdue for all payments not made when due.**
6. **The terms of this Agreement shall commence on _____ 2008 and shall continue in full force and effect thereafter until it is terminated by thirty days written notice by either party of the other.**
7. **This Agreement shall be governed by the laws of the State of Florida and constitutes the entire agreement between the parties regarding its subject matter.**
8. **Should Contractor be required to engage the services of any attorney in connection with this agreement or to enforce payment hereunder, Contractor shall be entitled to his reasonable attorney's or collection fees.**
9. **Contractor guarantees that it will perform its service in a workmanlike manner. Should Customer's plantings be damaged by any failure of Contractor to fulfill its obligation under this Agreement, Contractor shall repair or replace such damaged plantings. Contractor shall not be liable for any damage due to Acts of God or Nature. Customer's right to repair and replacement are the exclusive remedies and Contractor shall not be liable for damages, whether ordinary, incidental or consequential other than as expressly set forth herein.**

Waddell Property Maintenance

President

Customer