

Village Landscape Client Service Agreement – 2025

The following terms and conditions apply to and are incorporated into the estimates, unless expressly modified or excluded in writing by **Village Landscape LLC** (hereinafter referred to as the "Contractor"). The person(s) named on the estimate who agree to be bound by this Agreement will be referred to as the "Client."

WHEREAS, the Contractor is engaged in the business of offering landscaping services; and

WHEREAS, the Client desires to retain the services of the Contractor to render landscaping services conforming to the Client's design and direction according to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the Contractor and the Client (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

Terms and Conditions

1. Credit Card Requirement:

2. Village Landscape LLC requires a valid credit or debit card to be on file for each Client account, and an appropriate card on file form signed by the account holder.

3. Access to Property:

Village Landscape LLC has permission to access the Client's property to provide services as needed during normal business days and hours of Monday to Saturday, from 7:00 AM to 7:00 PM, for the duration of the project.

4. Invoice and Payment Terms:

Invoices will be sent upon completion of services and are due upon receipt for both residential and commercial clients unless otherwise agreed upon in writing. Acceptable payments are cash, check, debit/credit card, and **AHC payments** at a 1% fee for client convenience. A 5% credit card processing fee will be added for card payments. Late payments are subject to a \$50 late fee and may incur additional charges after 15 days past billing.

5. Scope of Work:

Village Landscape LLC will provide all labor, equipment, and materials to provide services as described in the approved estimate, unless otherwise agreed upon in writing for additional scope of work.

6. Licenses and Insurance:

Village Landscape LLC will maintain valid licenses and insurance for the entirety of the service. The Client may request proof of insurance or licensing at any time.

7. Media Release and Marketing:

By signing this Agreement, the Client grants Village Landscape LLC the right to take and use photographs, videos, and other media (including drone footage, time-lapse photography, and promotional videos) created during the course of the project. These materials may be used for marketing, advertising, promotional, and social media purposes in any format or medium, including but not limited to print, online, digital media, and broadcast media.

Third-Party Marketing: The Client acknowledges and agrees that Village Landscape LLC may engage third-party marketing companies or contractors to assist in the promotion of the business. These third-party contractors may use the photographs, videos, and other media created as part of the project in the same manner outlined here.

Confidentiality of Client Information: Village Landscape LLC agrees to exclude any identifying client information such as property addresses or personal details, except with the express written consent of the Client.

Right to Revoke: The Client may request the removal or discontinuation of their project's media from any future marketing or promotional materials, subject to written request. Village Landscape LLC will honor such requests within a reasonable timeframe, though removal may not be retroactively possible from materials already in circulation or used by third parties.

No Compensation for Media Use: The Client acknowledges that the use of photographs, videos, or other media is provided without any compensation and waives any rights to royalties, fees, or other compensation for the use of media.

8. Work Schedule and Confirmation:

The Client's services will be added to the weekly schedule at Village Landscape's discretion to meet the landscape needs. A schedule confirmation will be sent out, and change requests can be made in writing.

9. Client Responsibilities:

The Client is responsible for ensuring that toys, furniture, and other large items are moved out of the way before service. Village Landscape LLC is not responsible for items that are not moved from the work area.

10. Cancellation Policy:

Cancellations made without prior agreement will incur a cancellation fee of \$135 per appointment.

11. Rescheduling Due to Inclement Weather or Unsafe Conditions:

Village Landscape LLC reserves the right to reschedule work due to inclement weather, unsafe conditions, or other events that would prevent the job from being done safely and effectively.

12. Documentation and Photos:

Village Landscape LLC will take photos before and after the service. By signing this agreement, the Client acknowledges that these photos may be used for advertisement purposes. No client address or private information will be disclosed in the photos.

13. Deposits:

An approval signature and a 40% deposit will be required for each quote before scheduling services. This deposit is non-refundable.

14. Additional Work and Estimates:

Any additional services or changes requested by the Client after the estimate has been approved will require a new estimate and invoice.

15. Late Payment and Collection:

Village Landscape LLC reserves the right to charge the card on file for the total amount due after 15 days of nonpayment. In the case of nonpayment, Village Landscape LLC is entitled

to recover all costs of the amount due, including collection costs, reasonable attorney's fees, and court costs.

16. Contractor and Third-Party Services:

Village Landscape LLC may hire subcontractors or third-party contractors to complete certain services as necessary. These contractors will be subject to the same terms as outlined in this Agreement.

17. Warranty on Plant Installations:

All plant installations will hold a 30-day warranty for properties with a functional irrigation system. Water hose or hand watering is not covered under warranty.

18. Excavation Services:

Estimates assume that the soil below grade can be excavated without unusual circumstances (such as underground utilities, irrigation systems, or other obstructions). The Client must notify Village Landscape LLC of the location of private underground systems. Additional work required due to such circumstances will be billed separately.

19. Design and Copyright:

All design concepts and plans produced by Village Landscape LLC are copyrighted and remain the property of the company. Any unauthorized use of the design materials is prohibited.

20. Dispute Resolution and Jurisdiction:

Any dispute arising under this Agreement shall be governed by the laws of the State of Virginia and applicable local jurisdiction. The Contractor has the right to select the jurisdiction for dispute resolution, as long as allowed by law.

21. Indemnity and Liability:

The Client agrees to indemnify and hold harmless **Village Landscape LLC**, its officers, agents, and employees from any claims, liabilities, or expenses arising out of or related to the services provided by the Contractor, except in cases of gross negligence or willful misconduct.

Clarification for Contractors/Business Owners (B2B Provisions)

- 1. Independent Contractors and Subcontractors:** Village Landscape LLC may engage independent contractors or subcontractors to perform services under this Agreement. The Client acknowledges and agrees that these third parties will act as independent contractors and not as employees or agents of Village Landscape LLC. The Client further agrees to hold Village Landscape LLC harmless for any acts or omissions by subcontractors and independent contractors unless due to gross negligence or willful misconduct by Village Landscape LLC.
- 2. Third-Party Contractors and Subcontractor Liability:** The Client agrees to waive any claims against Village Landscape LLC for actions, damages, or injuries caused by third-party contractors hired to fulfill part of the contract scope. Village Landscape LLC will ensure that third-party contractors meet the necessary qualifications and hold adequate insurance for the services provided, but the Client remains responsible for any direct contractual or legal relationships with those third parties.
- 3. Payment Terms for B2B Contracts:** For B2B clients, payment terms may differ from standard residential contracts. All payment terms, including deposits, final payments, and late fees, will be outlined in a separate agreement or estimate. Any agreed-upon changes to these terms will be considered part of the formal contract and are enforceable under this Agreement. Village Landscape LLC reserves the right to charge for services in accordance with its established B2B payment schedule.
- 4. Confidentiality and Non-Disclosure Agreements (NDAs):** If applicable, Village Landscape LLC may require a **Non-Disclosure Agreement (NDA)** for certain commercial or business clients to protect sensitive information shared during project discussions. Both parties will have the opportunity to sign such an agreement to ensure confidential details about business operations, pricing structures, or proprietary processes remain protected.
- 5. Indemnification for Business Transactions:** In a business-to-business relationship, the Client (if a business entity) agrees to indemnify and hold harmless Village Landscape LLC against any legal claims, damages, losses, or costs arising from the business relationship, including but not limited to claims of negligence, property damage, or breach of contractual obligations. This clause applies specifically to commercial clients and businesses working with Village Landscape LLC on projects.
- 6. Termination for B2B Contracts:** Village Landscape LLC reserves the right to terminate any business contract if the Client fails to comply with agreed payment terms, violates any other provisions of this Agreement, or if any legal claims are

made against Village Landscape LLC due to the Client's business practices. Village Landscape LLC will provide written notice of termination and the Client will be liable for any costs incurred up to the point of termination.

7. **Dispute Resolution for Business Contracts:** Any disputes between Village Landscape LLC and B2B clients will be resolved in accordance with the dispute resolution provisions outlined in Section 19 (Dispute Resolution and Jurisdiction) of this Agreement. The Client agrees that any B2B dispute will be subject to the jurisdiction selected by Village Landscape LLC, as long as allowed by law.

Acknowledgment and Agreement

By selecting "I accept Village Landscape LLC's terms and conditions" or by signing below, the Client agrees to be bound by the terms and conditions of this Agreement, including any modifications made in accordance with Section 2 (Amendments). This Agreement may be updated from time to time by Village Landscape LLC, and the Client agrees to comply with the updated terms as they are provided.