

**Village Landscape, LLC**

Address: 6651 Main Street

Gloucester Virginia, 23061

Office Phone: 804-792-1515

Email: [Villagelandscapellc@usa.com](mailto:Villagelandscapellc@usa.com)

Website: [www.villagelandscapellc.com](http://www.villagelandscapellc.com)

Welcome Valued Village Landscape Clients!

Thank you for your interest in becoming a Village Landscape Client for our 2023 season. Whether we are working with you for long term or short-term landscaping goals, we are happy to help. Attached below you will find our new client service agreement which will navigate and enhance your experience AND our communication throughout the time we are doing business together.

Please review the attached agreement that details what you can expect from Village Landscape our NEW terms and conditions as they are laid out for 2023. Our office staff is on hand Tuesday through Saturday 10AM-4PM should you need to speak with someone directly. Otherwise please email over any questions or concerns you may have.

If you would like additional information about the services we offer or need to contact us for any particular reason **please** do not hesitate to reach out at 804-792-1515. We look forward to 2023 becoming another *RECORD-BREAKING YEAR!*

Sincerely,

Laura Trantham, *Founder*

**Village Landscape LLC**

## Village Landscape Client Service Agreement for 2023

The following terms and conditions apply to and are incorporated into the estimates unless expressly modified or excluded in writing by Village Landscape LLC hereby referred to as the "Contractor". The person(s) named on the estimate who agree to be bound by this Agreement will hereby 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. Village Landscape requires a valid credit/ debit card to be on file for each client account, and an appropriate card on file form signed by account holder.
2. Village Landscape LLC has permission to access the property to provide services as needed during normal business days and hours of Monday- Saturday 7:00am- 7:00pm for the duration of the project.
3. Invoice will be sent upon completion and are due upon receipt for residential and commercial clients unless otherwise agreed upon in writing. Acceptable payments are cash, check or debit/ credit card. 5% credit card processing fee will be added to your bill if paying by card.
4. Village Landscape will provide all Labor, equipment and materials to provide services as they are laid out in your approved estimate.
5. A valid License and Insurance will be had by Village Landscape LLC for the entirety of service and customer can request proof at any time.
6. Client is responsible for letting Village Landscape LLC know if any chemicals or any other turf applications have been applied, Dates of applications and amount applied will need to be communicated so we can provide optimal service when working with turf.
7. Work will be added to the weekly schedule at Village Landscapes discretion to match the schedule and landscape needs. A Schedule confirmation will be sent out and change request can be requested.

8. It is customers' responsibility to make sure toys, furniture and other large items out of the way so we can perform our weekly turf maintenance without incident. Village Landscape is not responsible toys, dog supplies, or outdoor furniture that is not out of the mowing path.
9. Cancellation fee are subject to billing for scheduled estimates or service appointments that are canceled without prior agreement. Cancellation fee is \$135 Per canceled appointment.
10. Village Landscape reserves the rights to reschedule due to inclement weather, unsafe conditions or other events which would prevent the job from being done safely and effectively.
11. Village Landscape will take photos for before and after each time the team is there.
12. By signing this agreement, you are aware that these photos may be used for advertisement purposes. No address will be disclosed in any of the photos.
13. An approval signature and deposit of 40% will be required for each quote before the scheduling of any service will take place.
14. Cancellation of approved estimate will result in a fine to cover the lost time and materials Village Landscape incurred.
15. 40% Deposit is Non-refundable.
16. Any new request must be submitted through our online portal, or through of office. Field staff is not required to submit your request for you.
17. The link below is attached to your client portal, use your email on file to login and submit any request, view upcoming appointments, request changes or pay your bill [https://clienthub.getjobber.com/client\\_hubs/f40dc6d6-cc3b-4d59-9656-f991149529fd/login/new?source=share\\_login](https://clienthub.getjobber.com/client_hubs/f40dc6d6-cc3b-4d59-9656-f991149529fd/login/new?source=share_login)
18. Village Landscape reserves the right to charge your card on file for total amount due on your account after 15 days post billing. A late fee of \$50.00 will be added to your bill at that time.
19. In the instance of nonpayment Village Landscape is entitled to recover all cost of total due, cost of collections, including reasonable attorney's fees and court cost.
20. An onsite walkthrough of the job with the site supervisor, foreman or owner of the company may be requested via email or through the jobber request portal within 24 hours of job being completed. Payment of invoice will satisfy as walk through signature. If no request is made within 24 hours of completion your bill is due in full at time of invoice.
21. Customer is responsible for letting Village Landscape LLC know if any special request is to be made prior to scheduling.
22. Village Landscape will use professional judgement. Should a request to do anything outside of our recommended suggestion a "release waiver." Will need to be signed.
23. Village Landscape will provide after care instructions where applicable to let you know how to best keep up with your new installation.

24. All plant installations will hold a 30-day warranty for properties with a functional irrigation system in place. Water hose or hand water is not covered under the warranty.
25. For excavation services our Estimates assume that the soil below grade can be excavated without any unusual circumstances. An unusual circumstance may be, but is not limited to, one or more of the following: underground utilities (public or private) and irrigation systems, unusually hard soils, buried concrete and/or other obstructions. It is the owner's responsibility to notify Village Landscape, LLC of the existence and location of private undergrounds (i.e., gas lines to grills, sprinkler systems, electric lines to outbuildings, lighting, etc.). Any additional work by Village Landscape, LLC may be billed in addition to the original estimate.
26. All Design concepts or plans produced by our staff are copyrighted and the property of Village Landscape, LLC Due to the seasonable nature of our business, turnaround time for a plan may vary. All copyrighted plans or portions of copyrighted plans may only be used by Village Landscape, LLC or with permission of an authorized Village Landscape LLC representative. If infringements occur, all design costs – including consultation, travel, site survey, labor and materials – may be assessed and billed to the amount of Village Landscape, LLC's prevailing hourly rate.
27. If an insurance company requires an estimate to cover damage done to your plants or landscaping, we can help. We can appraise most insurance estimates for \$150.00. This \$150 can be applied to the work stated in the estimate, providing Village Landscape completes the work.  
If a court appearance is required, or additional documents or services are needed, Village Landscape, LLC will bill all expenses at our prevailing hourly rates.
28. Any services added while onsite will require a new estimate/ invoice and are subject to billing.
29. In some situations, the Contractor may need to be on a neighboring property to execute the contract. It is the responsibility of the Client to obtain permission for this trespass.
30. No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.
31. Signed and approved Estimates/Quotes are to be utilized for the scope of work included in the definitions of this agreement. Each project will require a separate

approved estimate in the manner in which they are laid out in these terms.

32. Village Landscape Reserves the right to void any client contract with a written advanced notice.

**Village Landscape and \_\_\_\_\_ agree to the services provided and to the terms and conditions as they are stated.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: Laura Trantham Owner Date: \_\_\_\_\_

*Copies of contract are available upon request.*

Thank you for your business, We look forward to serving you this 2023 season!