

This Landscaping Services Contract (the "Agreement") states the terms and conditions that govern the contractual agreement between Evolution Landscape Maintenance LLC ("Evolution"), having its principal place of business at 1745 Shea Center Drive, Floor 4, Highlands Ranch, CO, 80129, and (the "Client") who agrees to be bound by this Agreement. WHEREAS, Evolution is engaged in the business of offering landscaping services; and WHEREAS, the Client desires to retain the services of Evolution LLC 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, Evolution and the Client (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

- 1. The Property** The location at which Evolution shall perform such services is located at (the "Property"). The Client warrants and represents that the Client either owns the Property holds the authority to engage Evolution for the Landscaping Services requested on the Property.
- 2. Term** Evolution shall perform the Landscaping Services described in the agreed estimate a. Either Party may terminate this Agreement for any reason within 3 days written notice to the other Party.
- 3. Landscaping Services** Evolution agrees that it shall perform the landscaping services described on estimate attached hereto (the "Landscaping Services"). In the event the Client changes the scope of the Landscaping Services after executing this Agreement, the cost of services and/or materials may increase.
- 4. Billing and Payments** Consideration for the Consulting Services, the Client shall pay Evolution the amount reflected in the attached estimate, for the work estimated to be completed. Evolution shall invoice the Client and such invoices shall be due and payable within 14 days of the Client's receipt of the invoice. In the event of an unpaid invoice, all services will cease, and the Client will be charged an additional late fee of 10% of invoiced costs. If payment is not received within 45 days, the Client is liable for any cost and expenses included but not limited; to court and legal costs.
- 5. Client Responsibilities** The Client shall be responsible for the following to ensure the Landscape Services are sufficiently performed: a. Accurately apprise Evolution as to the property lines of the Property to ensure work done by Evolution does not encroach on any third party's property. b. Accurately apprise Evolution as to any subsurface utility and service lines including (but not limited to) electrical, telephone, and gas lines.
- 6. Landscaper Responsibilities** In performing the Landscaping Services, Evolution shall be responsible for the following: a. Obtaining any permits required to perform the Landscaping Services b. Oversight of the materials to be purchased to perform the Landscaping Services. c. Obtaining liability insurance for bodily injury, death, and property damage.
- 7. Promotion** The Client hereby authorizes Evolution to take photographs of the Client's property for the use of promoting Evolution Landscaping Services at the Evolution's discretion and grants Evolution the sole right in the intellectual property of any such photographs.                      initials
- 8. Indemnification** The Client agrees to indemnify, defend, and protect Evolution from and against all lawsuits and costs of every kind pertaining to the Landscaping Services, any false information delivered by the Client pertaining to the Property, or failure to deliver relevant information by the Client.
- 9. No Modification Unless in Writing** No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.
- 10. Applicable Law** This Consulting Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Colorado and subject to the exclusive jurisdiction of the federal and state courts located in the respected county in which services performed in Colorado. IN WITNESS WHEREOF, each of the Parties has executed this Consulting Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

**Evolution Landscaping Maintenance LLC**

\_\_\_\_\_  
Client Printed Name

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

*By signing this you accept the terms and conditions of this agreement*