

The address of the property is: \_\_\_\_\_.

Fee for services provided by BROWN LAWN GREEN is \$\_\_\_\_\_. BROWN LAWN GREEN acknowledges receiving a deposit .0

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between BROWN LAWN GREEN (hereinafter "BLG") and the undersigned ("CLIENT"), collectively referred to herein as "the parties." The Parties understand and voluntarily agree as follows:

1. BLG agrees to perform a lawn and mulch/bark painting at \_\_\_\_\_ (hereinafter "PROPERTY").
2. BLG assumes no liability for the cost of repair or replacement of lawns either current or arising in the future. CLIENT acknowledges that the liability of BLG, its agents and/or employees, for claims or damages, costs of defense or suit, attorney's fees and expenses arising out of or related to the BLG's negligence or breach of any obligation under this Agreement, shall be limited to liquidated damages in an amount equal to the fees paid to the BLG, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the lawns, yards and outdoor areas of the home/building located at the PROPERTY. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the BLG and CLIENT; and (iii) to enable the BLG to perform the services at the stated fee.
3. BLG does not perform engineering, architectural, irrigation, or any other job function requiring an occupational license in the jurisdiction where the services are taking place. BLG does not hold any occupational license, and is therefore not qualified to go beyond the lawn and mulch/bark painting.
4. In the event of a claim against BLG, CLIENT agrees to supply BLG with the following: (1) written notification of adverse conditions within 14 days of discovery; and (2) access to the premises. Failure to comply with the above conditions will release BLG and its agents and employees from any and all obligations or liability of any kind.
5. The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the BLG has its principal place of business, City of Dixon, County of Solano, State of California. In the event that CLIENT fails to prove any claims against BLG in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of BLG in defending said claims.
6. If any court declares any provision of this Agreement invalid, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of BLG or its agents/employees shall be binding unless reduced to writing and signed by an authorized agent of BLG. No change shall be enforceable against any party unless it is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against BLG after one year from the date of the final services rendered.
7. Payment of the fee to BLG (less any deposit noted above) is due upon the close of escrow on the home or sixty (60) days, whichever comes first. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.
8. If CLIENT requests additional services, any and all additional services are also subject to all the terms and conditions set forth in this agreement.
9. This Agreement is not transferable or assignable. CLIENT may not include payment for services as a contingency for sale of the home. This contract may not be transferred to potential purchasers/buyers or their assigns.
10. Should any provision of this Agreement require judicial interpretation, the Court shall not apply a presumption that the term shall be more strictly construed against one party or the other by reason of the rule of construction that a document is to be construed more strictly against the party who prepared it.

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

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BROWN LAWN GREEN

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CLIENT OR REPRESENTATIVE