



The Commercial Landscaping Contract Checklist

You sign the same services agreement over and over, and the risk hides in the customer's paper. Before the crew mobilizes, these are the terms to confirm, and the red flags to catch, on your maintenance, enhancement, and snow agreements. Read from the contractor's side of the table.

✓ CONFIRM IT'S THERE ⚠ WATCH FOR: THE RED FLAG IN THEIR PAPER

Liability & Indemnity		EVERY AGREEMENT
TERM	✓ CONFIRM	⚠ WATCH FOR
Limitation of liability	✓ A reasonable cap on the contractor's damages is stated.	⚠ Uncapped liability, or no cap at all.
Consequential damages	✓ Excluded for both parties.	⚠ The consequential-damages exclusion struck out.
Indemnification	✓ Limited to third-party injury or damage from your negligence; excludes site conditions and customer acts.	⚠ Broad-form indemnity for the site's condition or the customer's own acts.
Insurance	✓ Both parties carry insurance for the term.	⚠ One-way insurance duties, or naming the customer on your policy for its own risk.
Legal fees	✓ No one-way fee-shifting.	⚠ A clause making you pay the customer's legal fees.
Warranties & Site Risk		LANDSCAPING-SPECIFIC
TERM	✓ CONFIRM	⚠ WATCH FOR
Plant & materials warranty	✓ Narrow, time-of-installation, replacement-only remedy.	⚠ Open-ended warranty with no time limit or forced cash remedy.
Warranty disclaimers	✓ All implied and statutory warranties disclaimed.	⚠ Implied merchantability or fitness warranties left in.
Underground utilities	✓ Customer locates, discloses, and owns damage to utilities and irrigation.	⚠ Silence, or the contractor liable for hitting unmarked lines.
Irrigation damage	✓ No contractor liability for accidental irrigation damage.	⚠ Contractor on the hook for any water damage.
Scope of services	✓ An express, written scope.	⚠ Open "as-needed" scope that invites unbilled visits.
Weather & permits	✓ Rescheduling permitted for weather; permit duty limited to services with the customer paying and providing access.	⚠ Rigid schedule with breach for weather delays; open-ended permit and site duties on you.
Payment, Term & Termination		GET PAID, KEEP THE ROUTE
TERM	✓ CONFIRM	⚠ WATCH FOR
When to pay	✓ Payment within 30 days of invoice.	⚠ Net-60 or net-90, or pay-when-paid.
Late & disputed invoices	✓ A late fee on overdue amounts; a fixed window to raise disputes.	⚠ No late fee; "reasonable" or open-ended dispute timing.
Term & auto-renewal	✓ Renews automatically unless the customer gives timely non-renewal notice.	⚠ No renewal, or one that depends on your notice or lets the customer cancel at will.
Termination for convenience	✓ Mutual.	⚠ A customer-only right to walk mid-term.
Force majeure	✓ Excuses both parties.	⚠ Excuses the customer only.
Business Terms & Boilerplate		PROTECT THE BUSINESS
TERM	✓ CONFIRM	⚠ WATCH FOR
Subcontractors & exclusivity	✓ Subcontractors allowed without consent; no bar on serving other customers.	⚠ Consent gate on every sub, or an exclusivity restriction.
MFN & liquidated damages	✓ Neither is present.	⚠ Most-favored-customer pricing or a liquidated-damages penalty.
No crew poaching	✓ Customer may not solicit or hire your on-site employees.	⚠ Silence that lets the customer poach the crew you trained.
Assignment & governing law	✓ Assignment on consent with an affiliate/merger carve-out; law and venue named.	⚠ Free assignment to an unknown successor; governing law left blank.
Order of precedence	✓ The Agreement controls over a conflicting SOW or work order.	⚠ A work order that silently overrides the Agreement.
Snow & Ice Add-On		COLD WEATHER PLAYBOOK · HIGHEST LIABILITY
TERM	✓ CONFIRM	⚠ WATCH FOR
Snow event trigger	✓ A measurable snowfall trigger; no guarantee of bare pavement or ice-free conditions.	⚠ A bare-pavement or ice-free promise the weather controls.
Performance standard	✓ Commercially reasonable industry standard.	⚠ A guaranteed outcome.
Refreeze & drifting	✓ Responsibility limited after service.	⚠ Unlimited liability for ice that reforms after you leave.
Monitoring & suspension	✓ No duty to monitor between visits; the right to suspend when unsafe.	⚠ An implied 24/7 duty of care, or a duty to service in any conditions.
Hazards & concealed conditions	✓ Customer marks obstacles; risk allocated for unmarked improvements under the snow.	⚠ The contractor liable for what it cannot see beneath the snow.