

Performance specifications establish and operating a business

Law



1. PURPOSE - This Contract shall set forth the terms and conditions under which Home Depot (the " CLIENT has hired Joe's Commercial Landscaping (the" CONTRACTOR") to provide landscaping services.
2. SERVICES - The CONTRACTOR shall provide all materials, supplies and equipment to be transported and all services to be performed by CONTRACTOR are hereinafter referred to as the " Services". Services shall include:
 - a. Designing - The CONTRACTOR shall prepare a design in accordance to the requirements of CLIENT and furnish CLIENT a copy which is subject for approval.
 - b. Lawn installation - The CONTRACTOR shall provide the lawn installation and will start within Seven (7) days upon execution of this Contract. Said lawn installation shall include sod-ding, seeding, masonry and stonework.
 - c. Lawn Maintenance - The CONTRACTOR shall be responsible for the lawn maintenance to ensure that the same remain in good condition at all times. Said maintenance shall include:
 - c. 1 Mow all grass on a weekly basis.
 - c. 2 Water all grass, hedges, shrubs, trees, flowers, and other ornamental plants on a weekly basis.
 - c. 3 Edge all grass every two (2) weeks or as required.
 - c. 4 Fertilize and apply weed control on all grass once a year.
 - c. 5 Aerate grass once a year (spring).
 - c. 6 Weed all plant beds on a weekly basis.
 - c. 7 Manicure all hedges, shrubs, trees, flowers, and other ornamental plants on a weekly basis.

c. 8 Rake leaves as required.

d. Tree trimming - The CONTRACTOR shall be responsible for the pruning and trimming of trees to be done on a monthly basis or as required.

e. Lawn equipment rental - The CLIENT may lease to the CONTRACTOR lawn equipment such as chainsaws, edgers, and other landscaping equipments to be used at the premises as the CLIENT may specify.

3. OWNERSHIP - Ownership of the leased Lawn Equipment and Landscaping Equipment shall at all times remain with the CONTRACTOR. Accordingly, the risk of loss or deterioration thereof shall at all times be borne by the CLIENT, unless such loss is solely due to the fault or gross negligence of CONTRACTOR. In such event, CLIENT shall compensate CONTRACTOR for the loss or deterioration thereof in such amount as may be mutually agreed upon by the parties.

REFERENCE

Glossary of Gardening, Landscape and Horticulture Term (n. d.) Retrieved July 12, 2005 online at: <http://www.thegardenhelper.com/dictionary.html>

The Landscape of Geometry (Geometric) Terms (2004) Retrieved July 12, 2005 online at: http://agutie.homestead.com/files/geometry_glossary1.htm