



## Design Contract

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

This contract is a binding document for services rendered pertaining to Consultation and Design of a Landscaping project. No construction or landscaping will be started as a result of this contract. A later "Landscaping Contract" may be used to complete the work agreed upon in this document.

Consultation and Design are hours spent with the Owner discussing wants/needs for their landscaping project, as well as time spent on: gathering measurements and information for Base Maps; creating concept plans, cost estimates, material lists, and obtaining materials for all aspects of the design process.

### Services:

Betsy Sale of Garden Works and Design, LLC hereafter agrees to provide Owner with (check appropriate):

- Concept Plans \_\_\_\_\_
- Blueprints \_\_\_\_\_
- Master Plans \_\_\_\_\_
- Complete landscape package to include: Master plans, Planting plans, Plant lists, Maintenance schedules, and Plant Care \_\_\_\_\_
- Revisions to Plans as made necessary by Owner \_\_\_\_\_

### Payment:

I hereby agree to retain Garden Works and Design, LLC for providing landscape design/consultation services at the Location noted above. The above-mentioned services shall be started promptly (pending weather and availability of material) with a deposit of \$\_\_\_\_\_ and once the Design Project is complete the remaining \$\_\_\_\_\_ is immediately due. The agreed hourly rate is \$\_\_\_\_\_/hour plus material.

The Owner agrees to pay 10% per month on any overdue outstanding balance once all Design work is complete if full payment is not made within 21 days of completion. Both parties agree that the Owner is to be responsible for any fees if Garden Works and Design, LLC has to take legal measures for collection of the money owed.

I understand that all plans, ideas, and information generated or discussed during the design process, whether written, oral, graphically represented, or electronically recorded or transmitted, are solely the

property of Garden Works and Design until such time as all design fees are paid in full. Any use or implementation before full payment is a breach of the Design Contract. Any publication or reproduction prior to payment in full is a violation of copyright laws and subject to prosecution.

The parties hereto have executed this agreement as of the day and year set forth in the beginning of the contract.

**Agreement:**

Dated \_\_\_\_\_, the above Services are agreed to by \_\_\_\_\_ (heretofore called "Owner") for the above-mentioned address in \_\_\_\_\_ (heretofore called "Location").

\_\_\_\_\_ Owner

\_\_\_\_\_ Contractor