Landscape Architecture Services Agreement

This Landscape Architecture Services Agreement ("Agreement") is dated as of _____, 20____, by and between Zachary Houborg and Jeremiah Noon, individual residents of the State of Minnesota residing at 1112 Randolph Avenue, Apartment 10, St. Paul, MN, 55105 ("Architect/Manager") and _____, an individual citizen of _____ residing at _____(the "Premises") ("Client").

Terms

1. <u>Services</u>. The services for this Agreement (the "Services") include the following:
   a. **[Describe the services generally: creation of a design plan, recommendations regarding hard and soft landscaping, etc..]**
   b. **[Describe specific details about the services, e.g., measuring/samples, drawing, selection of plants, placement of specific requested structures, overseeing contractors, etc.]**
   c. Architect does not provide any planting, construction, or other similar services. Client may use the contractor of Client's choice to perform such work or may itself perform any work required to implement the plans created by Architect.
   d. _____ **[INITIAL HERE]**: As part of performance of the Services, Client acknowledges and agrees that Architect may be present at, photograph, and measure the Premises at a time mutually agreed upon by Client and Architect orally or in writing, regardless of whether Client is present on the Premises.
2. <u>Term; Termination</u>. This Agreement becomes effective as of the date of signature and continues for six (6) months, or until earlier terminated. Either party may terminate this Agreement with five (5) days' written notice to the other party. If Client reschedules any mutually agreed-upon meetings or milestone dates more than two (2) times during the term of this Agreement for reasons other than weather, this Agreement will be deemed terminated by Client as determined by Architect in Architect's sole discretion. In the event of termination by Client, Client shall pay Architect the full amount for all fixed fee milestones as specified below to the extent not covered by the non-refundable deposit described in Paragraph 7, whether or not such milestones have been fulfilled, and reimburse all expenses incurred to date. Architect shall have no obligation to provide any partially-completed deliverables to Client and shall retain all right, interest in and title to any partially-completed deliverables. In the event of termination by Architect, Architect shall refund any unused portion of the otherwise non-refundable deposit described in Paragraph 7 and shall provide all partially-completed deliverables to Client.
3. <u>Milestones</u>. Architect will meet the following milestone dates:

Milestone	Start Date	End Date	Fixed Fee
Delivery of [Deliverable 1]			
Delivery of [Documentation 1]			

4. <u>Deliverables</u>. The following Deliverables will be delivered as part of the Services:

Deliverable	Delivery Date	Acceptance Criteria
[example: plan, elevation map, etc.]		

5. <u>Performance criteria</u>. All Services will be provided in a professional and workmanlike manner.
6. <u>Pricing</u>. Fixed-fee project milestones are described above under "Milestones." Up to one hour of revision to the line drawing deliverable (black and white) following initial delivery is included in this pricing. This hour of revisions cannot be applied following delivery of a rendered drawing (which includes color and texture). All other Services will be performed at an hourly rate of $125. Client will be responsible for reimbursing all expenses, including but not limited to mileage greater than 40 miles per round trip at the then-current IRS mileage rate.
7. <u>Payment</u>. The Project Estimate is **$[amount].** Fifty percent (50%) of the Project Estimate must be paid at the time of signing this Agreement as a non-refundable deposit. The balance will be billed after completion of the Services or applicable fixed-fee milestones, and Client shall pay all invoices within thirty (30) days.

8. Independent Contractor. Architect will be considered, for all purposes, an independent contractor, and it will not, directly or indirectly, act as an agent, servant or employee of Client, or make any commitments or incur any liabilities on behalf of Client without its prior written consent, except as required to carry out the Services. The parties agree that the Architect is an independent contractor and not a joint venturer, partner, or agent of Client, and nothing contained in this Agreement shall be interpreted or construed otherwise.

9. Intellectual Property. Architect will retain all right, title, and interest in and to all intellectual property created in the course of performing the Services, including but not limited to copyright, trademark, patent, or trade secret rights. Subject to Architect's receipt of full payment, Architect grants Client a limited license to copy and use the Deliverables, including partially-completed Deliverables, for the sole purpose of landscaping Client's premises. For the avoidance of doubt, this limited license does not extend to altering or creating new versions of the Deliverables or allowing anyone else to alter or create new versions of the Deliverables.

10. Force Majeure. Architect's failure to perform Services hereunder shall be excused without liability if and to the extent caused, directly or indirectly, by (i) fire, flood, inclement weather, elements of nature or other acts of God, (ii) hostilities, war, riots, terrorism, or civil disorders in any country, (iii) any act or omission of Client or any governmental authority, or (iv) nonperformance by a third-party or any similar cause beyond the reasonable control of Architect. Architect agrees to use commercially reasonable efforts to resume performance of Services as soon as practicable following cessation of such condition.

11. Warranty; Remedy. Architect warrants that the Services will be performed in a workmanlike manner and the Deliverables will be free of defects. Architect will correct any defects in the Services and Deliverables if identified by Client within a one week of receipt. This is Client's exclusive remedy for breach of this warranty.

12. Disclaimer of Implied Warranties. Architect disclaims and makes no warranty to Client, whether express, implied, or statutory, as to the description, quality, merchantability, completeness, freedom from infringement, freedom from errors, or fitness for any particular purpose of any Deliverable or Services. Architect does not and cannot guarantee that implementation of the Deliverables will not cause any water problems on the Premises. Architect is not responsible for and has no liability with respect to (a) the health of plants or (b) success of implementation of the Deliverables.

13. Limitation of Liability. In no event will Architect's total liability to Client or any third party exceed the amount paid for the Services under this Agreement.

14. Disclaimer of Consequential Damages. Client shall not in any action or proceeding, or otherwise, assert any claim for consequential damages against Architect or account of any loss, cost, damage or expense which Client may suffer or incur because of any act or omission of Architect or its employees in the performance of Services, and Client hereby expressly waives all such claims.

15. Governing Law; Venue. This Agreement will be governed in all respects by the law of the State of Minnesota. All disputes shall be subject to the jurisdiction of and venued in the courts located in Hennepin County, Minnesota.

IN WITNESS WHEREOF, the parties hereto have respectively executed this Statement of Work.

ARCHITECT   CLIENT

_____   _____(signature)

By Zachary Houborg

                                                                  By _____(print name)

Date: Date:

_____   _____

MANAGER/WITNESS

_____

By Jeremiah Noon

Date:

_____