

MQC Group, Inc. Landscape Agreement

This Agreement made on the _____ day of _____, 20____ by and between MQC Group, Inc. and _____, hereinafter called owner.

ARTICLE I - SCOPE OF WORK

MQC Group, Inc. shall perform all of the work described to the specifications entitled estimate, as annexed as it pertains to work to be performed on the property at:

ADDRESS _____ CITY/STATE _____ ZIP _____ PHONE _____

ARTICLE II - TIME OF COMPLETION

The work to be performed under this contract shall be commenced on

_____ 2019 for an approximate period of _____

ARTICLE III - THE CONTRACT PRICE

Estimate/Invoice # _____

The owner shall pay MQC Group, Inc. for all services performed under the contract in the sum of \$ _____ subject to additions and deductions pursuant to authorized change in order. All payments shall be made in full at completion of work. Owner hereby agrees to pay service charges of 15% per month on all accounts outstanding more than 30 days. In the event it becomes necessary to bring action to enforce payment, owner agrees to pay all reasonable cost, expenses and attorney's fees incurred in such proceedings and a service charge thereon at the rate of 15% per month on all such amounts due and payable.

1/3 deposit

2nd payment
N/A

Balance on Completion

ARTICLE IV - GENERAL PROVISIONS

- A. All work shall be completed in a workmanship like manner.
- B. MQC Group, Inc. may at its discretion engage subcontractors to perform work hereunder provided MQC Group, Inc. shall pay fully said subcontractor and in all instances remain responsible for the proper completions of its contract.
- C. All changes of orders shall be in writing by the owner and MQC Group, Inc.
- D. In the event the owner fail to pay any periodic or installment due hereunder, MQC Group, Inc. may cease work without breach, pending payment of any dispute
- E. MQC Group, Inc. shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, weather or general availability of materials.
- F. MQC Group, Inc. is not liable for the following: cut line cables, sprinkler lines, power lines, natural gas lines, invisible fence lines, poured concrete, rutted lawns, or color variations in stone or concrete products.
- G. Customer/Owner must not withhold information with regards to cable lines, power lines, and sprinkler lines. If owner is not sure of where those lines are they must place a call to Mis Dig. This is a free service. Mis Dig will come out and mark where the service lines are. Mis Dig's phone number is 1-800-482-7171 and please call them at least 3 business days ahead of when your scheduled landscape is to commence.
- H. MQC Group, Inc. shall leave the job site in a clean broom-swept appearance.
- I. MQC Group, Inc. guarantees all work for a period of 12 months.
- J. There will be a 30% charge based on the estimate/invoice total on all cancelled job orders.

Customers must understand that inclement weather effects our scheduling and may cause delays beyond our control.

MQC Group, Inc.

Date

Customer/Owner

Date