

Landscape Design Agreement / Contract

Landscape Design Agreement

This Agreement is made on _____ between:

Designer:

Nick Joseph Design

6102 Ackley Rd.
Parma, OH 44129

Nick@NickJosephDesign.com

(440) 552-1896

and

Client:

[Property Address]

1. Scope of Services

The Designer agrees to provide landscape design services for the property located at:

Project Address: _____

Services may include:

- Site consultation
- Concept landscape design
- Outdoor living space planning
- Planting plans
- Hardscape layout

- Space planning for small yards
- Design revisions
- Final landscape plan

The exact services will be defined in the project proposal.

2. Design Process

The design process typically includes:

- Initial consultation
- Site analysis and client questionnaire
- Concept design
- Client review and revisions
- Final design plan delivery

Unless otherwise stated, **two (2) revisions are included**. Additional revisions may be billed at **\$80 per hour**.

3. Fees and Payment

Total Design Fee: \$_____

Payment schedule:

- Deposit:** \$_____ due before design work begins
- Progress Payment:** \$_____ due upon concept plan delivery
- Final Payment:** \$_____ due prior to final plan delivery

Late payments may delay project progress.

4. Client Responsibilities

The client agrees to:

- Provide accurate property information
- Disclose property boundaries and easements
- Inform the designer of HOA rules or restrictions
- Obtain necessary permits unless otherwise agreed

5. Design Ownership

All drawings, renderings, and design plans remain the intellectual property of **Nick Joseph Design**.

The client is granted permission to use the design **only for installation at the specified property address**.

Designs may not be reproduced, distributed, or used for other properties without written permission.

6. Installation

The Designer provides design services only unless otherwise specified.

Nick Joseph Design is not responsible for:

- Contractor performance
- Installation errors
- Construction costs
- Plant survival after installation

7. Material and Plant Availability

Plant materials and hardscape products are subject to seasonal availability. Substitutions of comparable materials may be necessary.

8. Cancellation

If the client chooses to cancel the project after work has begun, no refund will be granted.

Deposits may be non-refundable.

9. Limitation of Liability

The Designer shall not be liable for damages resulting from:

- Contractor installation errors

Soil conditions
Drainage problems
Weather conditions
Plant failure
Improper maintenance

10. Photography

The Designer reserves the right to photograph completed projects for marketing and portfolio use.

11. Governing Law

This agreement shall be governed by the laws of the State of Ohio.

12. Acceptance

Client Signature: _____

Date: _____

Designer Signature: _____

Date: _____