

LANDSCAPE MAINTENANCE CONTRACT

THIS AGREEMENT is entered into on February 23, 1999 by and between ABC Landscaping, Inc., hereinafter referred to as the "Contractor," and Ms. Patricia Applebaum, hereinafter referred to as the "Owner".

PURPOSE OF AGREEMENT

The purpose of this agreement is to state the terms and conditions under which Contractor will provide landscape maintenance for the property of the Owner (hereinafter called the "Property") which is located at:

Applebaum Residence
401 Terrace Way
Atlanta, GA 30312

1. TERM. This agreement shall commence on 03/01/99 and shall not terminated unless specified by Owner.
2. SERVICES TO BE PERFORMED. Contractor agrees to perform the landscape maintenance services as set forth on the attached Schedule.
3. MATERIALS AND SUPPLIES. Contractor will furnish all materials and supplies necessary to perform the services as specified on the attached Schedule.
4. CONTRACTORS EQUIPMENT. The Contractor shall furnish all labor and equipment necessary to perform its duties as specified in Paragraph 2 hereof.
5. AMOUNT. Owner agrees to pay the Contractor the total price of \$1791.77 payable in 12 monthly installments of \$149.46 each. Payments shall be made on tenth day of the month preceding the month services are performed. An interest charge shall be issued after thirty (30) days.
6. LIABILITY. It is understood between the parties that the Contractor is an independent contractor and the owner assumes no liability to the Contractor or the Contractor's agents or employees, unless such injury is caused by the owners negligence. It is further understood that the Contractor is not liable for any damage of any kind whatsoever that is not caused by the negligence of the Contractor, its agents or employees.
7. TERMINATION. This Agreement may be terminated by either party by giving written notice not less than thirty (30) days in advance. It is understood that the Contractor need not perform any work, nor give any notice to terminate, if Owner refuses to pay as specified above in paragraph 5 hereof.
8. LAW. This contract is shall be governed by the laws of the State of Georgia.
9. ATTORNEYS' FEES. In the event of suit or action commenced to enforce the terms of this Agreement, the prevailing party shall be entitled to attorneys' fees and costs, including any appeal therefrom.

BY: _____
Contractor, Authorized Agent

BY: _____
Owner, Authorized Agent