

LAND CLEARING CONTRACT AGREEMENT

Location: _____ Effective Date: _____

Owner Information:

Full Name: _____

Address: _____

Phone/Email: _____

Contractor Information:

Company or Full Name: _____

Address: _____

Phone/Email: _____

Property Description and Location:

Description of Land to be Cleared: _____

Parcel Number / Legal Description: _____

Scope of Work:

Contractor agrees to perform land clearing services including but not limited to removal of trees, brush, stumps, roots, debris, grading, and disposal of cleared material as specified in this Agreement and any attached Schedules or addenda. Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances.

Contract Price and Payment Terms:

Total Contract Price: _____ USD

Deposit Amount (if any): _____ USD

Payment Schedule and Method: _____

Completion and Performance Terms:

Contractor shall commence work promptly upon Notice to Proceed and shall complete the land clearing work in a professional and timely manner in accordance with industry standards. Any delays or deviations must be communicated and agreed upon in writing by both parties. Contractor shall maintain all necessary licenses, permits, insurance, and shall be responsible for all labor, equipment, and materials.

Insurance and Liability:

Contractor shall maintain comprehensive general liability insurance, worker's compensation insurance, and any other required coverage during performance of the work, naming Owner as an additional insured where applicable. Contractor is responsible for any damages or injuries arising from its work or negligence. Owner shall not be liable for injuries to Contractor's employees or subcontractors.

Permits and Compliance:

Contractor shall obtain all necessary permits, approvals, and authorizations required by federal, state, and local authorities prior to commencing work. Contractor shall comply with all environmental laws, regulations, and best practices to minimize environmental impact.

Indemnification:

Contractor agrees to indemnify, defend, and hold harmless the Owner, its agents, employees, and contractors from any and all claims, damages, losses, liabilities, costs, and expenses arising out of or related to the performance or non-performance of the work under this Agreement, except to the extent caused by Owner's own negligence or willful misconduct.

Termination:

Either party may terminate this Agreement upon written notice if the other party materially breaches any term and fails to cure such breach within a reasonable period after notice. Upon termination, Owner shall pay Contractor for all work performed to date and Contractor shall return any unearned deposits or advance payments promptly.

Dispute Resolution:

Any dispute arising out of or relating to this Agreement shall first be attempted to be resolved through good faith negotiations between the parties. If unresolved, disputes shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association or similar body, with venue in the state specified in this Agreement.

Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of law principles. The parties consent to exclusive jurisdiction and venue in the appropriate state or federal courts located in _____ County, _____.

Entire Agreement and Amendments:

This Agreement, including any attached Schedules or addenda, constitutes the entire agreement between the parties and supersedes all prior oral or written agreements, understandings, or representations. No amendment or modification shall be valid unless in writing and signed by both parties.

Notice:

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or electronic delivery with confirmation, to the addresses specified above or other designated addresses by written notice.

Severability:

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced with a valid provision that most closely reflects the parties' original intent.

Counterparts and Execution:

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument. Electronic or PDF signatures shall be considered valid and binding for all purposes.

OWNER'S SIGNATURE

CONTRACTOR'S SIGNATURE

Signature: _____

Signature: _____

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