FOR HOA BOARDS AND COMMUNITY MANAGERS

The HOA Landscape Contract Checklist

14 questions to ask before you sign

A landscape contract is usually signed in one board meeting and lived with for one to three years. The questions below are the ones that decide whether that time goes smoothly: what the contractor is licensed and insured to do, who actually shows up, who pays when something fails, and how you leave if it does not work out.

How to use it: put the same 14 questions to every contractor you are considering and write the answers down. Ask for the document behind each answer. A good contractor will not mind. Compare the answers, not the monthly price alone.

This checklist is general guidance for Florida communities. It is not legal advice. Have the association's attorney read any contract before the board signs it, and check licence and insurance details with the issuing agency or insurer.

Insurance and licences

1. What insurance do you carry, and can the association be named on the certificate?

Why it matters. Ask for a certificate of insurance that lists the association as certificate holder and additional insured. Ask for the general liability limits per occurrence and in total, and whether an umbrella policy sits on top. A contractor working near cars, pools and residents can cause a claim that is bigger than a basic policy.

What a good answer sounds like. The agent's name and a certificate sent directly from the insurer, not a photocopy the contractor hands you. Boards commonly ask for at least $1 million per occurrence; your attorney or insurance agent sets the number for your community.

2. Who is covered by workers' compensation, and can you show current proof?

Why it matters. If a crew member is hurt on your common area and the contractor is not covered, the association can be pulled into the claim. Coverage lapses quietly, so a document from last year proves nothing.

What a good answer sounds like. A current certificate of coverage, or a valid state exemption certificate for owner-operators, with dates you can check. Ask whether subcontractors carry their own coverage.

3. Who holds the irrigation licence, and what is the number?

Why it matters. In Florida, installing or repairing an irrigation system is licensed work under Chapter 489 of the Florida Statutes, and the licence number belongs in the contractor's advertising and contract. Mowing and mulching are not licensed, so a mowing company may simply not be allowed to fix your zones.

What a good answer sounds like. A licence number you can look up on the state's licence search, held by the company or a named qualifier. If irrigation is subcontracted, ask who the subcontractor is and see their number too.

4. Who applies fertilizer, herbicide and pesticide, and what certification do they hold?

Why it matters. Applying fertilizer commercially in Florida requires state-issued certification, and pesticide work falls under separate pest control licensing. Counties around Tampa Bay also limit fertilizer use during the summer rainy season.

What a good answer sounds like. Named applicators who show you their cards, plus a plain explanation of how the schedule follows your county's fertilizer rules. "Our guys are trained" is not an answer.

Crew and service

5. Will the same crew visit every time, and who supervises them?

Why it matters. A crew that knows your property notices a broken head, a dead shrub or a resident's complaint. A rotating crew mows what it sees and misses the rest.

What a good answer sounds like. A named crew lead, an honest turnover figure, and what happens on a day the lead is out. Ask how many properties each crew serves in a day.

6. How often will you mow in the wet season compared with the dry season?

Why it matters. Warm-season turf in Florida grows fast from June through September and slowly in winter. A flat schedule of 26 visits a year mows too little when the grass is racing and too often when it is not.

What a good answer sounds like. A written schedule with a visit count for each season, and a plain rule for what happens when rain cancels a visit: made up within a set number of days, or credited.

7. What exactly is in the scope, and how often is each item done?

Why it matters. Disputes start with "I thought that was included." Edging, blowing, bed weeding, hedge shaping, palm trimming, tree ring clean-up and litter pick-up each need a frequency and a standard.

What a good answer sounds like. A scope exhibit attached to the contract: each task, how often, to what height or standard, and what counts as an extra.

8. How and how often will you report to the board or manager?

Why it matters. A board that hears from the contractor only when something goes wrong cannot tell whether the service is good. Regular reporting is also your record if the contract is ever disputed.

What a good answer sounds like. One named contact, a reply time you can hold them to, and a short written report each month with dates and photos of what was done.

Risk and money

9. Who pays to replace plants that die?

Why it matters. Plants fail from freezes, storms, disease and mistakes, and each cause has a different owner. A warranty that silently excludes everything is not a warranty.

What a good answer sounds like. A stated warranty period, a list of exclusions in plain words, and what replacement costs the association, if anything. Ask for the policy on plants that die after a watering restriction.

10. What are the terms for storm preparation and cleanup?

Why it matters. In Florida a hurricane or a summer storm can drop limbs across every common area in one afternoon. Whether cleanup is in the contract or billed at emergency rates decides the size of the invoice.

What a good answer sounds like. Cleanup priced in advance, a stated response order (entrance and roads first), what is hauled away, and whether emergency work is billed by the hour or as a fixed rate.

11. How is the price set, and what can raise it during the term?

Why it matters. A low monthly price with a long list of extras can cost more than a fair price with a clear scope. Price increases hidden in an escalator clause arrive in year two.

What a good answer sounds like. A fixed monthly amount for the written scope, a rate sheet for extras such as mulch by the cubic yard, and a cap on any annual increase.

Contract terms and proof

12. How can the association end the contract?

Why it matters. Boards change every year or two. A contract that renews itself for three years, or that can only be ended for cause after a formal dispute, keeps a poor service in place.

What a good answer sounds like. Termination without cause on 30 days' written notice, an automatic renewal that needs your written approval, and no fee for leaving. Read the renewal paragraph out loud at the meeting.

13. Who manages the irrigation clock, and how do you follow watering-day rules?

Why it matters. The water management district sets which days a property may water, and a fine for a zone that runs on the wrong day lands on the association. Someone has to own the controller settings.

What a good answer sounds like. A named person who checks every zone during each visit, a written schedule that matches the district rules, and who pays if a fine is issued because of a clock error.

14. Which properties like ours can we call, and do you subcontract any of the work?

Why it matters. References from similar communities tell you how the contractor behaves after the contract is signed. Subcontracting is not wrong, but the board should know who is actually on site.

What a good answer sounds like. Three references from communities of a similar size that you can call and visit. A list of any subcontracted work, with the name and insurance of each subcontractor.

Score sheet

Copy this page for each contractor. Mark whether each question was answered, and whether you saw the document that proves it.

#	Question	Answered	Document seen	Concern
1	Insurance and certificate holder			
2	Workers' compensation proof			
3	Irrigation licence number			
4	Fertilizer and pesticide certification			
5	Same crew and supervisor			
6	Wet-season and dry-season mowing			
7	Written scope and frequencies			
8	Monthly reporting and contact			
9	Plant replacement and warranty			
10	Storm preparation and cleanup			
11	Pricing, extras and increases			
12	Ending the contract			
13	Irrigation clock and watering days			
14	References and subcontractors			

Tannin Creek Landscape Co. is a fictional company created to showcase web design work. This checklist is a sample document for a demo site.