

## TERMS, CONDITIONS AND LIMITED WARRANTY

**PAYMENT TERMS.** Full outstanding balance due, upon receipt of invoice. A \$30 late payment fee and a 2% finance charge will be applied to the invoice/account for each month payment is late. Make all checks payable to: Premier Outdoor Environments, Inc. All Design/Install/Construct jobs require a non-refundable deposit when signing agreement, balance is due upon completion of work.

**CANCELLATION POLICY.** Customer must give 30 days written notification to discontinue services. Premier Outdoor Environments, Inc. reserves the right to discontinue service and/or to suspend Customer's Services due to overdue balances. All deposits are non-refundable.

**WORK SEASON.** Weather permitting, the work season generally begins in late March/early April and will end the last week in November. All Lawn & Landscape Maintenance agreements will continue to be in effect until canceled by written notice, agreements will auto renew. Client will be notified in writing if the current pricing changes at all.

**SCHEDULED SERVICE DAY.** (NOTE: ONLY applies to weekly lawn customers). Upon acceptance of this proposal, Premier Outdoor Environments, Inc. will assign a weekly, regularly scheduled service day for the season. In situations of inclement weather on your service day or holidays, Premier Outdoor Environments, Inc. will come the next possible day and return to your regularly scheduled service day the following week.

**LIMITED WARRANTY.** We warrant that all plants are of high quality and of size and grades specified. All are grown under good and accepted nursery practices and are inspected pursuant to government requirements for freedom from diseases and insect pests. Landscape Sales: IF WE PURCHASE AND INSTALL THE PLANT, then we agree to replace trees, shrubs, evergreens, that do not survive one year after date of installation, with one replacement of each plant. This represents a 100% warranty for the cost of the plant material, labor is to be paid by customer. Replacement will be made with plants of the same size and quality as originally installed, provided they have been cared for properly. If stock is depleted of the same kind and size that has died, we will credit the purchaser an alternative plant selection of the same value. NO WARRANTY is made as to the productivity or growth of grass/native seeded or sodded lawns (turf). NO WARRANTY is made for roses, perennials, annuals or for plant material in planter boxes/containers. Transplanting: No Warranty is given for transplanting. The warranty is void if: 1. The plants are not cared for properly and our instructions for care are not followed. 2. Work performed was not paid for within 30 days after invoice or installment payments have not been arranged prior to the invoice. 3. Losses are not reported within one year after plant(s) have been installed. 4. If there is loss due to a catastrophe of endemic or epidemic proportions. 5. Plants are damaged due to vandalism, motor vehicles, drought, snow, ice, salt, wind storms, untimely freeze, animals, pets or any other type of mechanical or chemical injury while in possessions of purchaser. Hard Goods: All brick, pavers, flagstone, bluestone, masonry and construction work is warranted, for one year from date of installation in regards to workmanship being free of defects. Polymeric sand and jointing sand is considered a wearable material and is not covered under warranty. Unilock provides a lifetime guarantee on the structural integrity of its paving stone to the original purchaser of the product for residential use. Color matching cannot be guaranteed and replacement labor is not included. Proof of purchase required. No appliances, landscape lighting, water feature equipment and etc. will not be warranted by Premier Outdoor Environments, Inc. customer must contact manufacturer for warranty information. Drainage Work: No warranty given on labor or materials. This limited warranty is made with the client and property originally supplied with plants/hardscapes and services, and is not transferable. In respect to all nursery stock sold by us, we give no warranty expressed or implied as to description, quality of growth, productiveness, or any other matter. Premier Outdoor Environments, Inc. assumes no responsibility for accuracy of land grades. Neither will be responsible for grade changes, settling of backfills or soil around plants or structures. All Warranty claims must present a copy of the signed agreements and invoice.

**PERMITS.** Client shall obtain and pay for all required permits and associated engineering or surveying work. If client chooses not to obtain the necessary permits or surveying/engineering work, client will be responsible to pay Premier Outdoor Environments, Inc. for lost time and any fees/tickets that we may have incurred.

**GENERAL.** All plants, hard goods, any material/product that Premier Outdoor Environments, Inc. paid for/installed will remain property of Premier Outdoor Environments, Inc. until the invoice is completely paid for. We have the right to remove the materials/products from your property at anytime if invoices go unpaid. We will need a JULIE dig number prior to starting any work on site, we will obtain one. This will require 72 hours or three business days for the utilities to review and mark the site. Any other underground utilities which are not associated with the suppliers, (ie. irrigation/drainage lines, secondary electrical lines, branch gas lines and any other services installed by the owner or tenants), will need to be clearly marked and located so we can make best efforts to avoid damage. We will not be held responsible for the cost of repairs to any secondary below ground utilities whether marked or unmarked. Premier Outdoor Environments, Inc. will not be responsible for work delays caused by any labor disturbances, accidents, fire, delay in transportation, weather or other conditions or causes of delay which are beyond our control. Any hidden obstructions at time of planting, installing or excavating such as old concrete, asphalt, heavy clay or underground pipes which would influence labor, installation and subsequent growth of plants, nullifies this warranty for

**MISCELLANEOUS.** Should Customer's plantings and/or property be damaged by Premier Outdoor Environments, Inc., Premier Outdoor Environments, Inc. will undertake good faith efforts to repair or replace such damaged plantings and/or property. Premier Outdoor Environments, Inc. shall not be liable for any damage due to fertilizing, drought or failure to water, weather or other Acts of God. All Customer vehicles must be at least 10 feet from any work area or in such case Premier Outdoor Environments, Inc. will not be responsible for any damages. Premier Outdoor Environments, Inc. will be given an opportunity to repair or arrange for repair of any such damage to the Customer's reasonable satisfaction. Reports of property damage by Premier Outdoor Environments, Inc. employees must be brought to the attention of Premier Outdoor Environments, Inc. within forty-eight (48) hours after the occurrence and Customer agrees to make any reports relating to such damage (including but not limited to insurance claims and correspondence) available to Premier Outdoor Environments, Inc.. Services will exclude picking up of toys, hoses, animal debris, etc. Arrangements can be made to cover these services with additional fees. Premier Outdoor Environments, Inc. will furnish labor and equipment necessary to perform the Services. Customer will be charged extra for all material used or refuse removal as requested. Premier Outdoor Environments, Inc. will present a certificate of insurance if requested. Customer will be responsible for all late fees, reasonable attorney fees and court costs incurred to enforce this Agreement. Each party agrees to indemnify, hold harmless and defend the other party from or against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs, and expenses (including attorney's fees) arising out of their acts or omissions (or the acts of their agents or employees) regarding performance under the terms of this Contract, except that in no event shall Premier Outdoor Environments, Inc. liable (whether in tort, contract, strict liability or otherwise) to Customer or Customer's insurers or any third party (or their insurer) for any incidental, special, indirect or consequential damage of any kind or for any other lost, delayed or diminished profits or opportunities of Customer, any tenant or subtenant, occupant or guest of Customer's Premises resulting from Premier Outdoor Environments, Inc. performance of or failure to perform any obligation under this Contract. Customer agrees to hold harmless, defend and indemnify Premier Outdoor Environments, Inc. against any loss or claim by any person relating to any area of the Premises serviced by Premier Outdoor Environments, Inc. at Customer's direction or property damage due to the condition of Customer's Premises. Premier Outdoor Environments, Inc. does NOT warrant or represent that its Services will fully control or eliminate any weeds, organisms or growth problems. Premier Outdoor Environments, Inc. is not responsible for any amplification or proliferation of weeds, fungus, grubs, or like agronomical incident due to the passage of time from performance of Services and manifestation of such matters, nor for any health impact of chemical fertilizers. Premier Outdoor Environments, Inc. liability relating in any way to its Services is expressly limited to the total amount of payment it receives for the services authorized herein, allocable to the specific installment or item of alleged improper Services, and in no event shall Premier Outdoor Environments, Inc. be liable to any person for consequential, secondary, third-party beneficial, or punitive damages of any kind. The Services may be revised or expanded by the terms of any Services Addendum signed by the parties, which shall modify the terms of this Agreement.