



Earth Works Lawn & Landscape Terms & Conditions for Landscape Projects & Maintenance:

Scope of Work:

All material will be as specified and the work noted is to be performed as agreed in advance. All sketches and renderings are the exclusive property of Earth Works Lawn & Landscape. If there shall be any discrepancy between any specification and any rendering/drawing, the description contained shall prevail over the rendering/drawing. Earth Works Lawn & Landscape shall not be responsible for obtaining any required permits. Any and all necessary permits are the sole responsibility of the client and shall be obtained by the client. Estimates are valid for 30 days.

Project design may be altered due to site conditions, underground utilities, designer's choice, excess of usable plant material on site etc. Additional fees may apply for concealed conditions such as but not limited to underground utilities, tree roots, rock, debris, etc. Completion of the project is deemed to take place as specified by Earth Works Lawn & Landscape.

Project Changes:

Earth Works Lawn & Landscape reserves the right to increase the value of the contract due to changes in design or materials by the client after execution of the contract. If a change in pricing is necessary a written change order will be submitted by Earth Works Lawn & Landscape to the client for approval, before any work relating to the alteration takes place. The approved amount will be added to the final billing and be subject to the terms of payment.

Exceptions/Exclusions:

Materials delivered to the site become the responsibility of the client. Earth Works Lawn & Landscape accepts no responsibility for loss or damage or expense after delivery of materials to the site for any reason. Unused materials remain the sole property of Earth Works Lawn & Landscape. No refunds or credits will be issued for unused materials.

Earth Works Lawn & Landscape undertakes to use all reasonable endeavors to complete the work within a reasonable time or by a specific date if agreed. Under no circumstances shall Earth Works Lawn & Landscape incur any liability to the client for any untimely performance.

Earth Works Lawn & Landscape shall not be held responsible for any delays caused by weather which make contract execution impossible.

Earth Works Lawn & Landscape will substitute like plants and materials at their discretion based on availability and suitability of plants and materials. Pricing will not be altered for substitutions.

A division of Irish Ayres Enterprises, LLC
9830 Portage Rd., Portage, MI 49002-8260
269-382-LAWN (5296) ~~ please call for the fax #
info@earthworkslawnandlandscape.com



Earth Works Lawn & Landscape shall not be responsible for damage to underground pipes, cables, stumps, sewage drains, irrigations lines or other unseen issue. Where underground problems are found Earth Works Lawn & Landscape shall be entitled to charge for additional work necessary and properly executed to complete the work.

Earth Works Lawn & Landscape shall not be responsible for any material, refuse or debris required to be removed from the site to execute the contract that has not been included in a signed written estimate. The Client may be billed for additional costs related the hauling and dumping of said materials.

Warranty:

All warranties below are valid only upon full payment of agreed contract. Warranty items will not be addressed until full payment is received.

Hardscape installation craftsmanship by Earth Works Lawn & Landscape is warranted for a period of one (1) year after completion of the project. Manufacturer warranties apply within their limitations. Plant material; excludes annual plantings, is warranted only for the growing season during which it was initially planted. Transplanted plant material has no guarantee or warranty whatsoever. There are no other warranties or guarantees offered or implied.

Earth Works shall not be responsible for normal maintenance or failure of germination due to lack of water, or storm damage/wash outs and other acts of nature. The client shall be responsible to water for good germination/growth. The client is responsible for properly maintaining plants etc. in keeping with accepted standards for assuring the longevity of such plants etc. Basic guidelines for plant & turf care are available on our website.

Earth Works Lawn & Landscape will repair any damage to turf areas through seeding or hydro seeding at its discretion. Turf repairs by sod will be an additional cost borne by the client.

No other warranty or guarantee is either expressed or implied.

Photos/Advertising

Earth Works Lawn & Landscape reserves the right to take photos of the project before, during & after completion as well as once plant material has matured. Photos may be used for publication on or in promotional materials. All photos remain the sole property of Earth Works Lawn & Landscape.

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