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NAME & ADDRESS

CONTACT NUMBER
FAX NUMBER
ALTERNATE NUMBER

E-MAIL
JOB NAME

The following terms and warranty statement are required to be completed and prior to scheduling/ starting any landscaping proposals and plans. Please feel free to ask as many questions as needed. We want to be sure you understand and are comfortable with all of the detail in these documents. Thank you so much for this opportunity. We are looking forward to working with you.

INITIAL CONSULTATION AND DESIGN POLICY

TOP CUT LAWN & LANDSCAPE SERVICES gladly offers a 1 hour consultation at no cost with a referral. We offer complete design and written proposal to each of our customers for presentation. These designs are billed at a rate of 1.5% (minimum \$150) of the estimated project total should you decide to retain a copy of the design. Payment is expected following the initial consultation in order to initiate the design process. This fee may be credited to your total project at a rate of 50% upon completion of the project installation by TOP CUT LAWN & LANDSCAPE SERVICES. The time required to complete our designs varies, customers should anticipate 2-4 weeks for completion. If additional time is required TOP CUT LAWN & LANDSCAPE SERVICES will notify the customer.

PROPOSAL AND SCHEDULING

TOP CUT LAWN & LANDSCAPE SERVICES requires a 50% down payment prior to scheduling. Our designs and detailed proposals are designed to include all customer expenses and are based on our best estimate of the work required, given foreseeable construction and planting conditions. However, additional materials and/or labor are sometimes required to successfully complete the job. TOP CUT LAWN & LANDSCAPE SERVICES will notify the customer of substantial changes when applicable. Charges due for the additional materials and/or labor required will be added to the final invoice. Unexpected circumstances requiring change orders may include, but are not limited to, underground rock, piping, or utilities. The additional materials sometimes required may include, but are not limited to, the following: Topsoil, Mix, Mulch, Sod, and Edging. Customer requests for design changes may result in additional change orders and charges as well. These charges are based on detail, increased materials and labor, and delays incurred.

Further consultations and reworks unrelated to the initial design requirements are invoiced at a rate of \$85.00/HR. Estimated proposals are valid for a period of 30 days from the date stated. Plant availability is subject to fluctuation and substitutions may be required. TOP CUT LAWN & LANDSCAPE SERVICES reserves the right to make these changes as needed for the successful completion of the project. TOP CUT LAWN & LANDSCAPE SERVICES is not responsible for damage to any underground utilities, pipes, conduit, etc. that have not been buried to the proper depth.

TERMS AND CONDITIONS

TOP CUT LAWN & LANDSCAPE SERVICES offers customer friendly terms. They are as follows: 50% down prior to scheduling; 40% due near completion; 10% due following the final customer walk through. TOP CUT LAWN & LANDSCAPE SERVICES allows our customers to retain this balance in order to assure our dedication to customer satisfaction for a job well done. The final walk through allows our customers to address any questions or concerns they may have, while allowing

us an opportunity to review the maintenance requirements and warranty. If the customer is unavailable for a final walk through prior to 30 days following the job completion, the customer agrees to pay the remaining balance upon receipt of statement.

WARRANTY STATEMENT

TOP CUT LAWN & LANDSCAPE SERVICES, INC. warrants the health of the plant materials at the time of installation. Plants and installation workmanship of materials are warranted for one full year from date of installation. In the event of loss, plant(s) will be replaced with comparable plant(s). Warranty Exclusions and Exceptions: This warranty does NOT include loss due to storm, flood, drought, or other acts of nature nor loss due to improper maintenance, site contamination, construction damage or neglect, accident or other events unrelated to the planting procedure or health of the plant(s) when planted. Customer is completely responsible for appropriate maintenance. Water must be available at the time of installation to complete proper installation and initiate warranty. Deep Root Watering Systems and Root stimulators are recommended on trees, and can be installed upon customer request. Installation of a sump is recommended for trees 5" in caliper and above and is required for warranty on trees 7" in caliper and larger. Exclusions: NO Warranty is Expressed or Implied with regards to Concrete, Sod or Annuals and Perennial Bedding Plants. NO additional Warranty is expressed or implied on Subcontracted work if applicable in your project. Each Subcontracted portion has its own warranty as offered by the Subcontractor themselves. Copies are available from the contracted company upon request.

MAINTAINING YOUR WARRANTY

In all cases, To maintain warranty, TOP CUT LAWN & LANDSCAPE SERVICES, INC. must be notified immediately if any plant(s) or work show signs of stress or decline. Outstanding invoices will VOID any and ALL warranty express or implied. Warranty will not be supported until all invoices are paid in full within 30 days of installation. Improper watering will also VOID any warranty stated or implied.

WATERING SCHEDULES ASSISTANCE

Assistance with proper watering schedules and coverage is available, please contact our office with your requests. TOP CUT LAWN & LANDSCAPE SERVICES, INC may assist with watering schedules but NO liability is implied with this assistance. Multiple schedule changes are required throughout the year in this area. Proper watering is the sole responsibility of the homeowner as watering needs change daily and must be monitored regularly. Assistance with these and other services are invoiced according to normal service rates and procedures at the time of the request.

Customer Signature:

Date: