



Landscape Install Contract

Client: ' LPL Design & Installation

Address: 999 Dream Dr

Phone: 716-902-3213

WORK TO BE COMPLETED:

****This detailed information can be found within the project description on your estimate OR below****

Payment Options:

Cash, Check, Venmo @LaurenMatiszLPL & Credit / Debit Cards (3% Convenience Fee For Credit). Client shall pay the Total Cost to Provider as follows: 50% of estimated cost due immediately upon estimate approval to reserve schedule position, and material. Remainder of the invoice balance to be paid upon completion. The first payment is a non-refundable retainer. Receipt of deposit acts as contract signature if contract is not signed prior.

Project Installation 2022:

Each project is estimated individually. Labor can vary depending on project and tasks to be completed. If adding to your project, labor is \$68 per hour per person, there after quote price is reached.

- All Material is Additional, We Work With Only Premium Products
- Material available may vary also, in variety and size
- Dumping Fees \$40 Each Removal
- \$65 Material Delivery Fees, Vary Depending On Amount Of Material/ Destination
- If you would like landscape fabric please make this request, otherwise fabric is only used under stone areas.
- All new bulk garden soil is preened during installation as well

We will do our best to give you the most accurate estimate we can & notify you of any unforeseen challenges we may face so that we may discuss alternate options, and/or costs. Project balance is to be paid immediately upon completion. LPL is not liable for any underground systems, or wires. Estimate prices are valid for 30 days. Invoice total may vary for labor or material. There are instances when material may look better than others or size availability is different than estimated we will purchase the best looking material or notify you of other options available.

Please also include as much detailed information regarding the installation area as possible. We can not be responsible for areas that receive excessive water. (ie. Flooding, Full Sun, Partial Shade, Pipes, Wires, Roots) Include this information below:

Additions / Changes:

If you choose to make any workload changes please notify us as soon as possible so we may make arrangements. Please also remember we are working with nature. Of course most projects are completed flawlessly, however there is no formula to perfectly execute each project, there must be some room for give and take, as each project is unique.

Traveling and your new landscape:

Please also schedule appropriately regarding any travel after your new landscape has been installed. When necessary please set up someone to water in your absence. We recommend you do not rely on lawn sprinkler irrigation systems. OR request us to install a timed drip irrigation system for your new landscape.

LPL will not be held responsible for:

- Damage to property, or delays in installation due to unforeseen events, or acts of nature.
- Additional costs incurred due to unforeseen circumstances.
- We are not responsible for damage to any underground systems or wires. *You may choose to have utilities marked if you would like for verification before work begins. To do so please call 811*

Warranty:

Newly Installed Plant Material has a warranty of 30 days for fungus/ disease (must be determined by the nursery). We cannot be liable for acts of nature, or under/ over watering. Please watch your landscape, should you detect a problem within 30 days of install let us know. If we can determine cause it may possibly be reversed, otherwise material needing to be replaced may be done so during maintenance services, or the cost of the plant plus any labor to deliver and install.

Cancellation, Rescheduling of Services:

If Client desires to cancel Services, or if it becomes impossible for LPL to render Services due to the fault of the Client or parties related to Client, Client shall provide notice to LPL as soon as possible. Client is not relieved of any payment obligations for cancelled Services, rescheduled Services, or should it become impossible for LPL to provide the services due to the fault of client then LPL may choose, at its sole discretion, to excuse all (or a portion

of) Client's outstanding balance of the Total Cost. At a minimum, Client agrees that the retainer fee fairly compensates Provider for committing to provide the Services and turning down other potential projects/clients.

Exclusivity. Client understands and agrees that he or she has hired Lauren's Pro Landscapes exclusive of any other service provider. In order to provide a high level of satisfaction and quality of service, no other service providers, other than any assistant or third party that LPL hires to complete the Services outlined in this Agreement, are permitted to provide the same or similar services or products, paid or unpaid, at the locations and dates specified in this Agreement.

Copyright Ownership. Lauren's Pro Landscapes owns all copyrights in any and all work(s) it creates or produces pursuant to federal copyright law (Title 17, Chapter 2, Section 201-02 of the United States Code). LPL has the right to use any and all photos of their work and ideas on marketing materials, the website, social media platforms, etc.

Lawn Signs &

Please DO NOT Discard our lawn signs. Doing so will result in a replacement fee. We will pick up lawn signs shortly after project completion. If you'd like to remove it before then just let us know, and place it on the side of the house for pickup.

Lauren

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Lauren Matisz

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