

## TERMS AND CONDITIONS

**Acceptance of Proposal:** The prices specifications are satisfactory and are hereby accepted. You are authorized to perform the work as specified. All prices are guaranteed for 60 days.

**Guarantee/Warranty:** New lawns and plant material excluding perennials will be guaranteed for (1) year if properly watered and fertilized. Please see website for watering instructions but we highly recommend an irrigation system to achieve proper watering schedules. Precision is responsible to apply (1) fertilization application to the yard at the time of installation (this is a starter fertilizer to help stimulate growth in the germination process). Precision will perform a check up and come look at the lawn to see how germination process is doing this is not part of the contract and no monies can be withheld until this check up is complete. The (1) year lawn warranty is only valid if homeowner has valid documentation that the lawn was professionally fertilized by a licensed company for the first year after installation. (Field of Dreams is our recommended company to use 216-328-0551) Precision is not responsible for any snow mold found in lawns. Replacement of plant material that fails to survive under the above guarantee will be replaced one time with the same size and quality plant. The guarantee does not cover plants/shrubs which did not survive due to extreme winter conditions or freezing. We reserve the right to replace the plant at the end of the guarantee period or when the weather conditions are favorable for the plant.

**Pavers & Walls:** Pavers & Walls are guaranteed for a period of two years from shifting and settling greater than 1/2". Sand swept in between joints may weather in small areas. We recommend sweeping sand in those areas. Any discoloration or rusting to pavers is to be directed to the manufacturer who supplies the product guarantee. In any case which a deck/structure is removed off the back of the house and any type of patio is installed any siding repair required is not Precisions responsibility unless otherwise specified in estimate.

**Concrete:** Precision gives no warranty on cracks for any type of concrete work. If concrete crumbles within one month of installation due to a bad batch of concrete Precision will replace the concrete that is crumbling. Drives that are installed any time prior to October 31<sup>st</sup> must be sealed before winter to ensure drive is protected from the winter salt otherwise drive has the potential to pit from salt due to cars going up the drive. Color tones of dyed concrete may vary due to different truck loads, weather conditions at time of pour and natural sun rays. Release thrown shading colors can vary in tones due to weather conditions at time of pour and natural sun rays. Precision is not responsible for color differences in colored stamped concrete due to these reasons or any other reason. Precision is not responsible for differences in stamp indentations due to the nature of stamp work, weather conditions at time of pour and natural sun rays. Some areas dry faster than others and get deeper indentations. Precision will do our best to keep stamp indentations equal but there are a lot of imperfections with stamped concrete. In cases where concrete requires release cuts with a saw chipping may occur on edges of cuts which is unpreventable and is not under any type of warranty. During installations of concrete small debris falling from trees can get into the concrete and we can do our best to remove it but sometimes debris gets floated into the concrete and is unpreventable. Debris can also get into the sealer during sealing of a patio and we will take ever measure to get it out but sometimes we can't get to it. Precision is not responsible for keeping people, debris, animals, autos or any other object or thing off the concrete after Precision has left the job site. If damage does occur Precision is not held responsible to fix the damage. During hot months of the year sealer on stamped concrete patios may bubble and look a little foggy this is caused from the heat and Precision is not held responsible to come fix it. Soil repair around newly installed concrete is priced following the installation of the concrete. These are all the imperfections stamped concrete can have and Precision just likes you to know what to expect.

**Irrigation:** Precision gives a 5 yr. warranty on parts and a 1 yr. warranty on service Warranty will be made void if the first year winterization is not done by Precision. Winterization is done for an additional fee and is the homeowner's responsibility to schedule such service.

**Tree Service:** Precision is not responsible for any damage done on job property or surrounding properties to lawn, surrounding shrubs, flowers, trees and any type of concrete due to a tree removal. Precision will be very cautious of other plants and lawn but sometimes during tree removals in tight areas damage to other plants, trees and lawn may occur. Precision is not held responsible to remove grindings of stump unless otherwise specified in estimate. Precision is not responsible for any damage done to home surrounding homes or surrounding objects due to thrown objects from stump grinder. Precision is not held responsible for repairing of lawn or neighboring lawns when finished with a tree removal unless otherwise specified in estimate. If Precision is removing a dead brittle tree Precision is not responsible for fallen debris during removal that may occur to anything on the job property and surrounding neighbor's property including all permanent structures, homeowner will assume all responsibility due to negligence of not having the tree removed before it became dangerous (does not apply to live healthy tree removals).

**Workmanship:** All work performed by Precision shall be performed in a professional workmanlike manner of the highest quality. All prints, drawings, designs and proposed work shall be followed as close as possible. However, site conditions due to grade, structures or Precisions professional judgment may require adjustments and changes not reflected in the drawing and may not be discussed prior to changes due to keeping the job progress moving.

**Change Orders:** Precision is not responsible for changes to the original work order once the customer accepts the proposal or agreement. All materials and work originally agreed upon will be paid in full, plus the customer will pay labor and materials to complete the new work in full. New work added on during duration of the job can be agreed upon verbally unless homeowner asks for written documentation.

**Concealed Contingencies:** Precision is not responsible for hidden unforeseen work, which may not be reflected in the proposal. Tear out of existing concrete is based on standard 4" thick concrete, anything thicker may require additional work and incur additional costs. Items such as buried debris, boulders, stumps, poor drainage, concrete, etc. also may require additional work and incur additional costs.

**Utilities:** Precision will not be responsible for damage to any sprinkler system lines or heads, invisible fences, cables, drain tile, sewer caps, clean outs, gas, telephone or any other utility lines that are on the property of the customer or any neighbors of the customer. Settling of any sewer line which causes damage to any work performed by Precision is not covered under warranty.

**Materials:** All materials shall be supplied as specified; however, we reserve the right to substitute materials if necessary, of equal or higher value. We reserve the right to substitute plant materials, when available, with a similar plant or of the same botanical family.

Precision is not responsible for any damage to driveways, patios or sidewalks caused by any equipment or vehicles used to perform the work agreed upon in this contract (At home work is being performed at or neighboring homes).

Precision is not responsible for any acts of God that may occur to the work being done in this agreed upon contract is in its duration or after its completion. If Precision installs a lawn and a storm washes out the seed and straw Precision is not responsible but will come re-seed and straw the yard for cost of materials and labor only.

If weather does not allow Precision to complete all portions of a contract, after one week Precision does then have the right to collect all monies due on the completed portions of the job.

**Payment** is as follows: 10% is due upon signing of this estimate as a deposit that is non refundable and remaining balance is due upon completion of the job. Some Jobs may require a larger deposit but will be described in estimate if so. All unpaid balances are subject to a 20% charge if monies due are not received within 7 days from date of completion. All warranties and follow-ups will not be performed if balance of contract is not paid in full.

**Payment Options:** Precision accepts Cash, Checks, Financing (through Precision) and Credit Cards including: Visa, Master Card and Discover which will incur a 3% processing fee on total purchase. \$30.00 Fee will apply to any returned checks.

You may cancel this transaction by mailing a written notice to Precision post marked no later than midnight of the third business day after the date this contract was signed. Any Cancellation after midnight of the third business day for any reason whatsoever shall constitute a breach of contract and the purchasing signers shall be liable for liquidated damages in the amount of Twenty Five percent (25%) of the face value of this contract.