



ALL SEASONS LANDSCAPING, INC

TERMS AND CONDITIONS

All work performed by All Seasons Landscaping at the Request of Buyer are subject to the following terms and conditions:

1. Scope of Work. Prior to starting the Project, All Seasons will provide a proposal for the work requested by Buyer, which will then constitute the contractual scope of All Season's work. The proposal price does not include costs incurred as a result of architectural or site changes or unexpected conditions or weather. If such changes or unexpected conditions occur, All Seasons will perform the work on a time and materials basis. All Seasons will provide Buyer with prior notification if the scope of work has changed.
2. Winter Landscape Construction. Due to the many winter variables that may restrict efficient installation, any Project that is in progress from November 15 through March 15 will be billed on a time and materials basis. Any heating by propane and tarping for weather conditions will be billed as an extra cost to the Project.
3. Deposit. All Seasons will not start any Project until it has received from Buyer a down payment of 35% of the contract price.
4. Invoicing. All Seasons will provide Buyer with monthly invoices. Payments are due upon receipt of invoice. Any invoices that are not paid within reach thirty (30) days of the invoice date will be subject to a finance charge of 1.5% per month. If Buyer requires billing dates to meet draw and payment requests, Buyer must provide All Seasons with notice of the specific billing requirements prior to All Season's commencement of work on the Project.
5. Lien Rights. If invoices are not paid in full for labor and materials, the property or properties may be subject to lien rights.
6. Warranty. All Seasons will provide a one-year warranty on all landscape projects from the date of completion. All Seasons does not warrant acts of god, damage caused by others or lack of proper maintenance (i.e., proper watering, fertilization, and pruning).
7. Right to Repair. If Buyer contends that any of All Seasons' work is defective, Buyer shall notify All Seasons in writing immediately upon discovering such purported defect. Upon receiving such notification, All Seasons shall have the right, but not the obligation, to repair any defective item.
8. Dispute Resolution. Should any dispute arise between All Seasons and Buyer with regard to any work performed pursuant to these terms and conditions, All Seasons and Buyer agree to submit the dispute to binding arbitration before an arbitrator affiliated with the American Arbitration Association. In the event of any action or proceeding brought by either party against the other, the prevailing party shall be entitled to recover all costs and expenses, including the fees of its attorneys in such action or proceeding in such amount the arbitrator shall adjudge as reasonable.



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9. Personal Guarantee. If Buyer is a corporation, limited liability company, or other business entity, the individual signing these terms and conditions agrees to be personally liable for all invoices not paid by Buyer.

All Seasons Landscaping thanks you for selecting us as your landscape contractor. We pride ourselves on the fact that we are committed to your satisfaction. We encourage feedback on how we can better service you.

Buyer: I have read and agree to the above terms and conditions.

Signature

Date: _____

Print Name

Proposal Number: _____

Client's Name: _____