



Flowers'

GARDENS & LANDSCAPES

Installation Contract and Warranty

Flowers' Gardens & Landscapes will provide all labor, material, and equipment necessary to perform the work.

Payments are due according to the following schedule:

- At time of contract signing _____
- Prior to beginning the work _____
- Completion of hardscape installation _____
- Completion of installation _____

Clients are billed for all outstanding amounts once the work is completed and payment is due upon receipt of the invoice. If a project is installed in phases, full payment is due for all of the work conducted during that phase. Invoices are past due after 20 days and are subject to a \$15.00 late fee and 1.5% interest per month for the past due amount. *Failure to pay in a timely manner will void the replacement warranty.*

All plants are healthy at time of installation. Environmental differences in location, soil, water, etc. can affect plant survival. If a plant is improperly installed, it will fail immediately. There is a six month warranty for trees, shrubs, and vines and a three month warranty for perennials, groundcover, and ornamental grasses. Deciduous and perennial plants installed in the winter are covered until leaf break. *If a plant dies, ONE replacement will be made of the original size and quality.* The warranty does not cover transplants, sod, potted plants or annuals. If an equal plant is not available, a different replacement may be added after agreement with the client. FG&LS is not responsible for plants that have been damaged or destroyed by factors beyond our control. This warranty does not cover animal damage, vandalism, drought, water restrictions, storms, rain/hail/ice, insects, disease or other acts of God.

All plants will thrive with proper care. Clients are responsible for providing appropriate and proper care and maintenance of the landscape, including proper watering and weeding of beds, and keeping the plants free of insects or disease. We should be notified immediately if there are any unnatural foliage changes, insect or disease damage or other irregularities so that we may assist in maintaining proper care. *Failure to provide proper care will void the warranty.*

Flowers' Gardens & Landscapes is not responsible for underground irrigation systems, drainage systems, electric dog fencing, wiring, lighting, and other obstructions. All attempts will be made to avoid any damage to these items. If hidden items or other subsurface conditions are discovered that differ from those contemplated and result in an increase in time and cost, FG&LS is entitled to an equitable price adjustment.

The proposal provided is based on the current price of materials and labor. Actual costs may vary due to changes in the costs of goods provided by vendors at time of installation. This proposal is good for 30 days, unless otherwise specified.

Client Signature

Date_____

Maribeth Flowers (214-837-5561)

Date_____