

## ADDITIONAL TERMS & CONDITIONS

1. **GUARANTEE-** If the plant material listed below is installed by Clarence Davids & Co., Inc. it is guaranteed subject to the following conditions:

All shrubs, trees, and evergreens guaranteed to be true to name. Any shrub, tree or evergreen which fails to survive for a period of one (1) year after the date of planting will be replaced at no charge to the Owner, except for supportive materials deemed necessary (i.e. soil amendments and drainage), and labor, provided plant material has received proper care by Owner after installation.

Replacements will be done on a one-time basis only at the request of the Owner. This guarantee does not extend to damage resulting from vandalism, insufficient watering, extreme cold or heat, salt damage, Owner neglect, and other factors beyond the control of the Contractor.

**IF OWNER FAILS TO MAKE PAYMENT TO CONTRACTOR WITHIN THIRTY (30) DAYS AFTER SUBSTANTIAL COMPLETION OF JOB, ANY GUARANTEE HEREIN SHALL BE NULL AND VOID.**

Sod or seed is guaranteed as to proper installation using quality materials. Growth should take place as long as sufficient watering by Owner is provided. For this reason, no extended guarantee is provided. There is no guarantee on transplanted material or plants in pots or raised planter boxes.

2. **PERFORMANCE** – Contractor agrees to perform the work in a good, workmanlike, and professional manner, in accordance with high quality horticulture practices. Unless stated otherwise, Contractor shall furnish all necessary supervision, labor, supplies, materials, and equipment required in performing the work. Contractor's personnel shall be uniformed in order to present a neat, professional appearance. They shall also be trained for their respective duties.
3. **SPRAY LICENSE** – Contractor shall only use products, which are registered by the Environmental Protection Agency. Contractor is licensed by the State of Illinois as an authorized spray applicator and spray operator.
4. **DEBRIS** – Unless stated otherwise, all landscape related debris, which is accumulated due to work performed by the Contractor, shall be removed by Contractor at his expense.
5. **INSURANCE** – Contractor shall, at its sole expense, and for the period of this agreement, carry and maintain general liability insurance and automobile liability insurance for bodily injury property damage in the amount of \$1,000,000.00, statutory workers' compensation insurance, and commercial umbrella liability of \$3,000,000.00.
6. **INDEMNIFICATION** – Contractor agrees to indemnify and save harmless the Owner against liability, damage, loss, claims, demands, and actions, including personal injury, death, or property damage, arising out of any act by, or negligence of Contractor, its employees or agents, while engaged in the performance of the services described in this Agreement, and for which Contractor is legally held responsible. Owner shall hold Contractor harmless for any and all liability due slips, falls, sliding, and skidding, and any other accidents or personal injuries that may occur due to weather related hazards, including, but not limited to rain, wind, hail, snow, and icy conditions. Contractor shall have no liability for any consequential or indirect damages as a result of any act or omission of contractor.
7. **DAMAGE** – The Owner agrees that it is his responsibility to identify and properly mark the location of all above and below ground utilities. If utilities have been improperly located, or if the Owner has failed to provide proper identification prior to the start of the project, the Owner accepts all liability and responsibility for any accidental interference and damage of utilities. Theft or vandalism of plants or materials after they are placed on the site will be the Owner's responsibility. Contractor not responsible for damage to lawn areas, drives, walks, or utilities.
8. **CONCEALED CONTINGENCIES** – This proposal is subject to extra charge for concealed contingencies such as rock, asphalt, debris, poor drainage situations, etc. not readily apparent in estimating the material and work specified. The site shall be received by Contractor, at a finished grade, properly drained, and in a clean, workable condition unless otherwise stated in contract.
9. **ADJUSTMENTS** – Contractor is authorized to make minor adjustments to the landscape design and installation if warranted by site conditions or material availability. The owner will be notified of any changes.
10. **WATERING** – Owner shall be responsible for proper watering after initial watering by Contractor, unless otherwise stated or a separate watering agreement is authorized.
11. **PERMITS** – All necessary zoning, building and construction permits or licenses shall be obtained and paid for by the Owner.
12. **WINTER WORK** – Unless otherwise specifically provided for, Contractor shall not be responsible for preventing the formation or accumulation of ice on the property or for the removal of ice from the property. Contractor shall also not be liable for damage to sidewalks, streets, curbs, sod and other plant material or surfaces as a result of the application of salt, Calcium Chloride, or other de-icing agents, nor for damage done by plowing blade to concrete, asphalt, or other surface to be plowed, or to adjoining turf or plant material.
13. **VOIDING CONTRACT** – This contract may be voided at the option of the Contractor without notice if there are any other outstanding invoices which according to Contractor, are past due, or if owners credit is not acceptable to Contractor, or if signed proposal is not received by Contractor within 90 days.
14. **COLLECTION** – Owner shall pay and discharge all costs and expenses including reasonable attorney's fees, which shall be incurred or expended by Contractor to collect any sums due from Owner and to otherwise enforce the provisions of this Agreement.
15. **REVISIONS** – This document along with any plans or drawings referred to herein shall constitute the entire contract. No changes shall be permitted unless agreed to in writing by Contractor.