



## Terms and Conditions

*This document is property of Russell Landscape, LLC. and if design services are utilized, it is included in the price above. If the contract is not accepted for installation with Russell Landscape, LLC., the client is not authorized to share its information with other contractors for bid or installation without purchasing the design from Russell Landscape, LLC. Prices of designs vary depending on scale.*

Client / Owner Signature

Date

\_\_\_\_\_

\_\_\_\_\_

This agreement is made between the property (hereinafter referred to as "Client/Owner", and Russell Landscape (hereinafter referred to as "Contractor"), and shall be construed in accordance with the laws of the State in which services are performed.

Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Workers Compensation Insurance, and any other insurance required by law or Client/Owner has specified in writing prior to commencement of work.

All work is to be performed in a workman like manner according to standard practices. Contractor shall be responsible for leaving work site clean and free of its debris, and the site shall be free of debris prior to Contractor starting work. An extra charge will be assessed if Contractor must clean or prepare this site. Contractor assumes no responsibility for problems or damages due to unseen, unknown or concealed conditions including, but not limited to, rock, water or other obstacles encountered in excavation, weather conditions, vandalism or Acts of God.

Access to Jobsite: Client / Owner shall provide all utilities to perform the work and all underground utilities will be located and marked. Client / Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required during normal business hours.

Contractor reserves the right to hire qualified subcontractors to perform specialized functions.

Contractor warrants all plant material to be in a healthy condition for 60 days from the date of planting. The warranty is extended to one (1) year from the date of planting as long as the Client / Owner enters into a separate Landscape Maintenance Contract with the Contractor. Any replacements made under this provision shall be made one time at the end of the warranty period or as determined by the Contractor due to seasonal conditions. Client / Owner must provide written notice 30 days prior to the date of the warranty to be valid. The warranty is void if damage to landscape is the result of vandalism, acts of God, damage by severe weather conditions, war or civil disturbance, and non-compliance with any recommendations given by the Contractor with respect to maintain and care of plant material or irrigation systems. Warranty is void if sufficient water is not available to sustain plant material. Contractor does not guarantee plant material transplanted from Client / Owner's site or Client / Owner provided material.

Any disputes that arise must be handled in good faith by all parties. In the event that a dispute is not resolved between the parties and resolution is sought through any type of arbitration or judgement, all fees incurred in pursuit of or as a result of the claim(s) must be paid to the prevailing party.

This work order may be terminated by either party with or without cause, upon fifteen (15) days advanced written notice. Client / Owner will be required to pay for all materials purchased and work completed to the date of termination.

If the client does not have a current Russell Landscape maintenance or construction contract, the client will be required to pay a 50% deposit prior to the start of work with the balance due when the work is completed. If the client does have a current Russell Landscape maintenance or construction contract, two methods of payment are available. **Method I** allows the client the opportunity to provide a 50% down payment of total contract cost at the time of contractually accepting the work to be performed. The client then has 30 days from the completion of the job to pay the remaining balance of the contract. **Method II** requires full payment to be received at the final walkthrough of job completion. Payment can be made via credit card or check. All credit card transactions include a \$5.00 processing fee.

### Acceptance of Terms and Conditions:

Name: \_\_\_\_\_

By: Jai Means

Email: \_\_\_\_\_

Title: Senior Designer

Signature: \_\_\_\_\_

Account Manager Name: Ryan Wooldridge

Date: \_\_\_\_\_

Account Manager Phone: \_\_\_\_\_

Requisition/Work Order/CRN/PO#: \_\_\_\_\_

Account Manager Email: \_\_\_\_\_

*(if required)*

### Notes/Comments:

*Please note if you have a separate billing address from the physical address on this proposal*