

Comprehensive Landscaping Terms and Conditions

By approving this quote, you enter into a binding agreement with **Ferguson Custom** (the "Contractor") under the following terms and conditions. These terms supersede any prior agreements or verbal understandings.

1. Scope of Work and Estimates

The services outlined in this quote constitute the full scope of work. ***Only items explicitly listed in the estimate specification are included.*** The Contractor reserves the right to increase the contract value if the Client requests changes in design, materials, or scope after execution. Any additional work, including costs due to unknown underground difficulties (pipes, cables, stumps) or conditions not visible during the initial estimate, will require a written Change Order and additional payment before work commences. Material and equipment costs provided in this quote are ***estimates only*** and are subject to change based on market fluctuations, availability, or supplier price increases prior to the purchase date.

2. Payment Terms and Deposits

A non-refundable deposit is required prior to the start of work or the purchase/rental of any materials, products, or equipment.

- **Deposit Requirement:** For projects totaling over \$1,000, a deposit of **50%** minimum is required. For projects under \$1,000, a deposit may be waived at the Contractor's discretion. A minimum deposit to cover materials will always be required and may exceed 50% of the total bid. Deposit must be paid in full a minimum of 48 hours before work can be scheduled.
- **Final Payment:** The remaining balance is due immediately upon completion of services unless a different schedule is agreed upon in writing. Final payment must be made no later than **15 days** after completion to avoid additional late fees.
- **Failure to Pay:** Invoices unpaid after 15 days will incur a late fee of 5% (or a specific dollar amount, e.g., \$25) added to the total balance. An additional interest rate of 18% APR will be assessed on all past due balances after 30 days at 1.5% per month applied at the 1st of every month. Balances unpaid after 60 days may be sent to collections, with the Client responsible for all collection fees (up to 50% of the balance) and reasonable attorney's fees. Once sent to collections a lien may be put on the property until all unpaid invoices, late fees and legal fees have been paid.
- **Methods:** Payments can be made via check, credit card, or online portal. Credit card information may be required upon acceptance of the quote. Credit card and online payments will incur a 5% convenience fee.
- **Returned Checks and Bad Payments:** The Customer is responsible for a returned check fee of \$25 per incident, plus any bank charges or legal fees incurred in the process of pursuing payment. This fee applies to checks that are returned unpaid due to insufficient funds, account closure, or other reasons as well as any other dishonored payments or charge-backs.

3. Client Responsibilities and Property Access

The Client guarantees that the property is free of underground utilities, pipes, cables, and hazardous materials unless otherwise noted. The Client is responsible for obtaining any necessary **planning permissions, HOA approvals, or permits** required for the work.

- **Access:** The Client must ensure full access to the property on scheduled service dates. Failure to provide access may result in rescheduling fees.

- **Neighbors:** If the work requires access to a neighboring property, it is the Client's responsibility to obtain written permission from the neighbor.
- **Responsibility for Approvals and Permits.** The Client shall be solely responsible for obtaining all necessary approvals and authorizations required by any Homeowners Association (HOA) or municipal authority, as well as for paying all associated fees, fines, or penalties incurred during the project.
 - **Costs:** Covers all application fees, permit costs, inspection fees, and any fines resulting from violations or late filings.
 - **Timeline:** The Clients must secure all such approvals prior to the commencement of Work to prevent delays.
- **Valuable Flora:** The Client must identify any rare or valuable plants in writing prior to work starting; the Contractor is not liable for damage to unmarked valuable vegetation.

4. Cancellations, Changes, and Refunds

- **Client Cancellation:** The Client may cancel the project with written notice. However, if materials have already been purchased or delivered, they become the property of the Client, or the Client will be charged for the cost of the materials plus a ***restocking/return fee***. Deposits are generally non-refundable if cancellation occurs after work has commenced or materials ordered.
- **Service Cancellation:** For recurring services, cancellations require at least ***48 hours' notice*** to avoid a service fee or trip charge.
- **Contractor Termination:** The Contractor reserves the right to terminate services if the Client fails to meet payment obligations, acts unprofessionally, or threatens staff. In such cases, deposits are non-refundable.

5. Weather and Force Majeure

Service dates and project timelines are estimates and *subject to change due to weather conditions* (rain, extreme heat, frost, etc) that make work unsafe or impossible. The Contractor is not liable for delays caused by weather, acts of God, or other force majeure events. The Contractor will notify the Client of any delays and reschedule services at the earliest mutually convenient time. No liability is incurred by the Contractor for untimely performance due to these factors.

6. Warranty and Liability

The Contractor warrants that services will be performed in a professional manner according to industry standards.

- **Plant Warranty:** Live plants are typically warranted for ***6 months*** against death, provided the Client follows all watering and care instructions. This warranty excludes damage caused by pests, pets, vandalism, extreme weather, or lack of maintenance.
- **Hardscape Warranty:** Workmanship on hardscape features (patios, walls, landscaping rock) is warranted against settling or structural failure for a specified period (e.g., 1 year), excluding damage from ground movement, frost heave, or improper drainage caused by the Client.
- **Limitation of Liability:** The Contractor is not responsible for damage caused by pre-existing conditions, underground utilities not marked by the Client, or factors beyond reasonable control. Upon practical completion, maintenance responsibility transfers to the Client unless specified by a written agreement.

7. Additional Charges and Cleanup

Additional charges may apply for:

- Overgrown lawns or properties requiring excessive labor beyond the quoted scope.

- Removal of debris, refuse, or materials not included in the original estimate.
- Haul-away fees for excess soil or green waste.

The Contractor agrees to perform daily cleanup, removing tools and debris from the site upon completion of each day's work or at the end of the project.

8. Legal and Dispute Resolution

This agreement is governed by the laws of the state in which the property is located. Any disputes arising from this contract shall first be attempted to be resolved through good-faith negotiation. If unresolved, the prevailing party in any legal action shall be entitled to recover reasonable attorney's fees and court costs. The Client indemnifies and holds the Contractor harmless from any lawsuits or costs pertaining to false information provided by the Client regarding the property.

Acceptance: By signing below or approving this quote digitally, the Client acknowledges that they have read, understood, and agreed to these Terms and Conditions.