

CRIMSON VALLEY NURSERY AND LANDSCAPING, INC

ESTATE DECK AND FENCE, INC.

PURCHASE AND INSTALLATION AGREEMENT

Customer hereby hires Crimson Valley Nursery and Landscaping, Inc. hereunder known as "CVL" and/or hereby hires Estate Deck & Fence, hereunder known as "EDF" Inc to install the materials identified in the Estimate and shown on any Drawing for the above Property Address, which additional documents are hereby incorporated by reference in this Agreement, for the Purchase Price and upon the Terms and Conditions stated below. All warranties are non-transferable. This agreement authorizes Crimson Valley Landscaping to use photographs of my property for purposes including publicity, marketing and promotion without compensation. Location & address will never be used or shared.

TERMS AND CONDITIONS:

LIABILITY: It is understood and agreed that the contractor is not liable for any damage of any kind whatsoever that is not caused by negligence of the contractor, its agents, or employees. If necessary for equipment to use Customer's driveway, CVL and/or EDF will not be held responsible for setting, cracking, or chipping of existing asphalt, concrete, or pavers.

WORKMANSHIP: All CVL and/or EDF work shall be completed in a substantial and workmanlike manner. Drawings and details are to serve as a guide and shall be followed as closely as possible but CVL and/or EDF reserves the right to make on-site adjustments at their discretion. CVL and/or EDF's work week is based on 40 hours, does not include Saturdays or Sundays, and may not include full days (at production's discretion).

SUBCONTRACTOR: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

FORCE MAJEURE: Neither party will be liable for any failure of or delay in the performance of this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, war, embargoes, government orders, civil unrest, pandemic or epidemic, or any other force majeure event; however, after thirty (30) days of nonperformance due to a force majeure event, the other party may terminate this Agreement without penalty.

CONCEALED OBSTRUCTIONS: CVL and/or EDF will hold to quoted price except when unforeseen conditions arise during the normal landscaping process, including but not limited to all underground cables, tree roots, rocks, or any other unknown objects below existing grade. Any of these circumstances will lead to an additional charge based on time and materials needed. CVL and/or EDF is not responsible for any damage to septic field.

POOL INSTALLATIONS: If septic lines, utility lines, etc are in the direct path and/or too close to proposed work area based on municipal code(s), customer will be responsible for all additional charges to complete original scope of work.

MATERIALS: CVL and/or EDF reserves the right to make any changes from the agreed upon project design due to unforeseen conditions, limited or lack of manufacturer's stock, and aesthetic value or for any other reason CVL and/or EDF deems necessary (will consult Customer for their consent to change). CVL and/or EDF shall supply all materials as specified but shall have the right to substitute materials of equal or higher value when necessary. All job materials remain the property of CVL and/or EDF until customer's invoice is paid in full.

PROPERTY LINES: Customer shall be responsible for location of all property lines and shall provide CVL and/or EDF with a plat of survey and/or lot survey upon our request.

DRIVEWAYS: If necessary for equipment to use driveway, CVL and/or EDF will not be held responsible for settling, cracking, or chipping of existing asphalt, concrete, or pavers.

PERMITS: All zoning, building and construction permits necessary shall be obtained by CVL and/or EDF, unless required otherwise by homeowner's municipality. Customer is solely responsible for compliance with any subdivision rules, restrictions, and covenants and/or any subdivision association requirements. Customer is responsible for all permit fees and will be billed during the project or upon completion for these additional fees.

LABOR WARRANTIES:

HARDSCAPES (brick, stone or tile pavers, retaining walls, etc.): CVL and/or EDF warrants the workmanship on the installation of hardscapes for a period of (10) years from completion of the work.

PERGOLAS/DECKS/ROOF STRUCTURES/FENCES: CVL and/or EDF warrants the workmanship on the installation of pergolas, decks, roof structures, and fences for a period of (2) years from completion of the work.

POOL: CVL and/or EDF warrants the workmanship on the installation of pools for a period of (1) year from completion of the work.

IRRIGATION: CVL and/or EDF warrants the workmanship of its installation of irrigation systems for a period of one (1) year from completion of installation. Customer responsible for requesting of yearly backflow inspection per the State of Illinois.

LIGHTING: CVL and/or EDF warrants the workmanship of its installation of all lighting systems for a period of one (1) year from completion of installation.

LIMITED WARRANTIES:

MATERIALS: All products sold and installed by CVL and/or EDF have a manufacturer's warranty and CVL and/or EDF warranties shall not extend to the products sold to Customer hereunder. CVL and/or EDF hereby assigns all manufacturer warranties for the products sold hereunder to the Customer.

PLANTS: All plant material shall be in healthy condition when leaving the nursery. All plant material has a one (1) year (from date of installation) non-transferable warranty, provided that the plants have had adequate care and have not been damaged by Customer or third parties. Customer shall begin maintenance of plants immediately after the installation is complete unless otherwise stated in Agreement. CVL and/or EDF is not obligated to replace plants that fail due to drought or abnormal weather conditions and/or other factors beyond our control. Death/loss of 30% or more of the plantings constitutes neglect and voids the warranty. There is no warranty on plants that are transplanted onsite. Plant warranty replacements will be done either between the last week of May through the first week of June, or the last week of September through the first week of October. Plants are replaced (1) one time only.

EXCLUSIONS FROM WARRANTY:

NATURAL WOOD: Products such as cedar, treated lumber, etc. may have minor or non-structural check or splitting occur. This is a natural characteristic of this type of product. Color variations are also possible. Staining or sealing these products can make the color variations even more pronounced.

CONCRETE: There is no warranty on concrete for cracks, flaking, popping, discoloration, shifting, settling, or spaulding.

TURFCARE: Customer shall begin maintenance of turf immediately after the installation is complete in an area unless otherwise stated in Agreement. It is the responsibility of Customer to water, to weed, to provide insect and disease treatment and fertilization of turf. CVL and/or EDF does not guarantee lawns and does not assume responsibility for settling and germination.

PAYMENT-INITIAL DISCLOSURE: Periodic invoices will be rendered as CVL and/or EDF work progresses with final invoice upon completion of the work. Purchase of services are due and payable upon presentation of invoice. No finance charge will be imposed if the total of such purchases is paid in full within thirty (30) days of invoice date. If not paid in full, a finance charge will be imposed at a periodic rate of 2% per month. Late payments will be applied first to previous invoices and finally to new invoices. Customer hereby agrees to pay service charges of 2% per month on all accounts outstanding more than thirty (30) days. In the event it becomes necessary to bring action to collect payment, Customer agrees to pay all reasonable costs, expenses and attorney's fees incurred in such proceeding and a service charge thereon at the rate of 2% per month on all such amounts due and payable. It is further agreed that if suit or action is brought, jurisdiction and venue shall lie in Winnebago County, Illinois. All CREDIT CARD PAYMENTS must be approved prior to the start of construction and will be subject to a 3% convenience fee.

CANCELLATION POLICY: If the decision to cancel is made after materials have been ordered, the deposit becomes forfeit as payment for the re-stocking fee of said material. If a blueprint and/or design, which are property of CVL and/or EDF, is given to the client prior to the decision to cancel, the deposit shall act as payment for the blueprint and/or design.

All warranties will be voided if payment is not received within 10 days of job completion.
Completion of any punch list items will be completed within 10 working days after final payment is received.

INITIALS

_____ Received and reviewed "Warranty & Service Agreement."
_____ Customer is responsible for all lines and materials underground not marked by utility locators
_____ Customer is responsible to mark all lines not marked by utility locators. The locators will only mark the lines that the utility companies own. The locators will not mark privately installed utilities such as connections to a garage or workshop. Lines not marked by the locators include but not limited to low voltage wire, invisible dog fence, irrigation lines, buried downspouts, satellite service, etc. CVL and/or EDF are not responsible for any damage to the lines not marked by the locators.
_____ Customer will abide by plant & turf care instructions.

Terms of this agreement accepted by: By signing, customer agrees to all terms and warranties stated above.

Client Authorization: _____	CVL Representative Authorization: _____
Printed Name: _____	Printed Name: _____
Signature Date: ____/____/____	Signature Date: ____/____/____