

1 A one-year (1) one-time replacement warranty exists for all plant material supplied and installed by Cedar Springs Landscape Group. It is the owners /clients sole responsibility to ensure adequate watering and maintenance of all plant material after installation, and during the warranty period. While every effort is made to locate suppliers for the plants listed above, it should be noted that specific plant selections, numbers, and sizes mentioned above are subject to substitution without notice should stock become unavailable, in which case the most suitable substitution will be made by a CSLG representative.

2 A three (3) year warranty exists on all workmanship performed by Cedar Springs Landscape Group provided that proper maintenance procedures are practiced.

3 Cedar Springs Landscape Group is not responsible for any damages from natural material changes such as staining discolouring, efflorescence, cracking, chipping, changes in shape that may occur on wood, poured-in-place concrete, precast concrete, asphalt, natural stone, concrete pavers or brick after installation. CSLG is also not responsible for damages caused by de-icing salts or any other products applied to natural stone or concrete products.

4 Owner/client agrees to allow CSLG to photograph the project site at times, before, during, and after the completion of the project for purposes of documentation and promotion. Prior notification will be given.

5 Although CSLG will undertake to avoid all unnecessary delays with respect to landscape construction, the owner/client hereby acknowledges that CSLG is not responsible for circumstances beyond our control including adverse weather, availability or late delivery of materials, strikes, or failure of other sub contractors of the owner/client to complete other necessary prerequisite work prior to project start.

6 CSLG is not responsible for any and all unforeseen costs that may occur during the landscape construction process. This includes excavation of hidden rocks, tree trunks, foundations, wells, septic tanks and fields or vandalism. These items will be considered extras to the contract and will be brought to the owners/clients attention immediately.

7 CSLG is responsible for contacting all local public utility companies with respect to (Telephone, Cable, Gas, Hydro, Etc.) Any property line demarcation (through registered survey plan or companies) and private utilities including septic and well systems shall be the sole responsibility of the owner/client to identify. CSLG is not responsible for any claims for damages caused to private utilities and work relating to property line locations.

8 The owner/client acknowledges that there may be a slight variation in color between the color samples shown and the actual color of the material installed due to manufacturing times or natural processes. If

the contracted material pattern, color, or sizing changes at the request of client and requires re-ordering or return of material, there will be a restocking charge equal to 30% of the material value.

9 CSLG is not responsible for damage to existing automatic irrigation systems or lighting systems. Any alterations or upgrades required to accommodate new landscape installation is the responsibility of the owner/client unless contracted in scope of work through CSLG for completion.

10 CSLG carries insurance for public liability and property damage along with coverage for all employees through the Workers Compensation Insurance Board.

11 CSLG shall be entitled to compensation for services performed and material purchased up to point of notification if owner/client chooses to terminate contract or abandon project at any state of completion over the duration of contracted work.

12 It is the owner/client sole responsibility to obtain all necessary work permits with proper documentation required with respect to landscape construction at their own expense prior to the commencement of any work. If CSLG is contracted to provide working drawings or consult for any required permit documentation then the time will be billed at an hourly rate of \$85.00 per hour plus the actual permit fee. Property owner is responsible to mark property lines prior to construction.

13 All electrical work, 120Volt (exterior GFI plugs, switches, junction box, ceiling fans...etc) will need an electrical inspection from the Electrical Safety Authority. A minimum fee of \$240.00 will be applied.

14 Any minor cracking from shifting or settlement for poured-in-place plain, patterned, or exposed aggregate reinforced concrete is not warranted. A differential shifting of plus or minus one inch in one direction from the true line is common. Any touch-ups or repairs are considered a service item and billable. Patterned and exposed aggregate concrete require resealing within a two-year period, which is not warranted but recommended and is considered normal maintenance to protect the integrity of surface treatment.

15 Warranty work will not be completed until all contract payments are paid in full.

16 Any deviation from the payment plan could result in Cedar Springs halting the work till payments are up to date.

17 Client is responsible for maintaining a watering schedule for newly installed sod. CSLG does not replace or warranty sod after its installation and first heavy watering after install (performed by CSLG).