



## **TERMS AND CONDITIONS**

Lewis Landscape Solutions, LLC

Saratoga Springs, NY

The following terms and conditions apply to and are incorporated into the estimates unless expressly modified or excluding in writing by Lewis Landscape Solutions, LLC.

### **SCOPE OF WORK**

- 1.1** The contractor shall carry out and complete landscape works described in the estimate document in a good and workman like manner and shall have no obligation to execute any further work unless otherwise agreed in writing between the parties. If there shall be any discrepancy between any specification and any drawing, the description contained in specification shall prevail over the drawing.
- 1.2** The contract documents shall contain, the estimate, the specification plans and any other document referred to in the estimate. No qualification in any acceptance issued by the client shall form part of the contract unless specifically agreed to in writing by the contractor.
- 1.3** Only the items on the estimate specification are included, but all works are due for payment. All other requested works are excluded.
- 1.4** The client is responsible for obtaining any necessary planning permission for the works and the fulfilling of statutory requirements. Unless agreed upon prior that Lewis Landscape Solutions will retain
- 1.5** From time to time during the performance of work under this Construction Contract, there may be changes required or requested to the scope of work, price, and time for completion, under this Construction Contract. All such proposed changes will be submitted to the other Party in writing containing at least the following information: proposal date, the change requested, explanation of how that will affect the cost or time of completion and signed by the proposing party. When both parties have signed to acknowledge their approval of such a proposal, it will be designated as a "Change Order" and will then be incorporated into this Construction Contract and is binding on both parties.

### **ESTIMATE**

- 2.1** Lewis Landscape Solutions, LLC also reserves the right to increase the value of the contract due to changes in design or materials by the client after execution of the contract and may result in change order fees.



**2.2** Acceptance of the estimate involves acceptance of these terms in conditions of the contract documents. This represents a binding contract between the parties. It should be noted by client that any attempt to cancel by the client will involve the client being liable to cancellation fee and any loss of expenses incurred as a result at the discretion of contractor. (Up to a maximum of 50% of the total of estimate.)

#### PAYMENT

**3.1** The client accepts that he/she will pay the contractor the full contract sum (all costs incurred) together with any tax properly chargeable upon the contract.

**3.2** A deposit of 50% down will be required 2 weeks prior to the start date (long lead items may require deposit sooner). Payment for the remainder will be due upon completion. Payments are immediately due on receipt of invoice. The client will pay any extra works, or costs due to unknown difficulties or changes, which are not within the estimate.

**3.3** Larger contracts may be broken into payments by draw. Frequency and amount will be agreed upon by client and contractor.

**3.4** Lewis Landscape Solutions, LLC will only ask for the estimate price, unless there are any unforeseeable difficulties, or the work has been increased. In either case all work will be paid for.

#### SITE

**4.1** The client warrants the site is free of underground problems including pipes, cables, stumps, sewage drains and waste materials. Where problems are found underground the contractor shall be entitled to charge for additional work necessary and properly executed by the contractor to complete the work.

**4.2** Lewis Landscape Solutions, LLC shall be free from any liabilities (including structural or accidental) when using machinery, except for accidents caused by its improper use.

**4.3** Any material, refuse or debris required to be removed from the site to execute the contract, not in the estimate, may be billed for hauling and dumping.

#### DELAY/DISRUPTION

**5.1** Lewis Landscape Solutions, LLC undertakes to use all reasonable endeavors to complete the work within a reasonable time or by a specific date if agreed. Under no circumstances shall the contractor incur any liability to the client for any untimely performance.



**5.2** Lewis Landscape Solutions, LLC shall not be held responsible for any delays caused by weather which make contract execution impossible.

#### MATERIALS ON-SITE

**6.1** Materials delivered to site become the responsibility of the client. The contractor accepts no responsibility for loss damage or expense after delivery of materials to site for any reason.

**6.2** Any material brought to, or removed from the site, excess to the contractor's requirements remains the possession of and removable by the contractor who shall have the right to enter the site for that purpose.

#### MAINTENANCE AFTER COMPLETION

**7.1** Lewis Landscape Solutions, LLC undertakes to execute the scope of this contract. The proper maintenance of the site however passes to the client upon practical completion, unless otherwise agreed in writing. Practical completion is deemed to take place as specified by the contractor.

#### ACTING AGENTS

**8.1** Lewis Landscape Solutions, LLC has no responsibility, or liability for structural considerations, appearance of finish features, or overall management of works where an outside party has provided advice, drawings, or supervision, unless agreed in writing prior to start of contract. It is the responsibility of the agent to bring these terms of business to the attention of the client.

#### WARRANTIES

**9.1** The contractor accepts no liability for any negligent act, omission, or any default under this contract, unless specifically agreed in writing.

**9.2** Any structural or appearance of finished features is at the discretion of the contractor, unless agreed in writing by the client or agent prior to the start of works. Where a written specification for the appearance of a feature is provided to the contractor, it is the responsibility of the client or agent to request a small sample of this finished works prior to the start of that specific feature. The contractor is not liable for any works necessary because of such an omission. This applies to both client and agent

**9.2** Lewis Landscape Solutions, LLC offers a two-year workmanship guarantee on all residential hardscape projects we build for homeowners. We offer one year workmanship guarantee on all commercial projects. Many of the materials we use are backed by their own guarantees and warranties also when properly installed.



Limitations:

- Normal wear and tear on the patio or hardscape area or excessive traffic and abnormal weight not specifically stated prior to start of project such as a hot tub being placed on patio without prior consultation with Lewis Landscape Solutions.
- Any work or alterations completed by client after completion of project such as negligent maintenance or additions/alterations that have been made to the original deck without proper consultation.
- Unfortunate natural occurrences such as storm damage, flooding or other acts of God, vandalism, animal or fire damage.
- Settlement resulting from the placement or compaction of soil by another contractor or home owner will not be covered.
- Pavers or wall units placed on existing concrete surfaces (i.e. patios, walks or steps) as a result from client's request will not be repaired under this warranty.
- Exact color matches of stones are not guaranteed.
- White substance on paver stones is a result of a naturally occurring reaction and is not a defect therefore will not be covered.
- Lewis Landscape Solutions only guarantees the scope of work that is stated in the proposal.

9.3

X

Client

X

Lewis Landscape Solutions, LLC  
Representative