



## Landscape Installation Terms

### **Office Hours:**

Monday – Friday 7:00 a.m. – 6:00 p.m.

Saturday 7:00 a.m. – 3:00 p.m.

Office Phone – 346-500-LAWN (5296)

1. **TERMS OF INSTALLATION AGREEMENT** SMM Property Services will furnish all materials identified in the proposal or attachments if any, and SMM Property Services will furnish all labor necessary for the complete landscape project pursuant to the terms set forth below. Customer will pay for said landscape construction in the manner set forth below.
2. **ALTERATIONS** Any alterations to materials or work to be performed as identified in the proposal will be subject to a change of work order. **NOTE color, size, type, and placement of materials used may vary slightly from those represented by material samples, photo renderings, diagrams etc.** In the event a change of work order is needed, a new proposal will be provided and must be agreed upon prior to continuation of scheduled work. In the event that material identified in proposal is not available, the customer gives SMM Property Services full permission to make substitutions as seen fit for the overall functionality and completion of the project.
3. **PERFORMANCE** Unless otherwise agreed to by the customer, SMM Property Services will commence work on the landscape project at the address set forth on the proposal.
4. **CUSTOMER'S RESPONSIBILITY** SMM Property Services shall have underground utility lines located before the job is started, if required. The customer will be responsible for the location of any privatized utilities, site lighting, low voltage lighting and invisible pet fences, underground drainage

pipes, and property lines. SMM Property Services is not responsible for any damage to any privatized utilities, lighting or pet fences that have not been accurately located. SMM Property Services SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OCCURRING BY REASON OF CUSTOMER'S FAILURE TO LOCATE AND MARK ALL UNDERGROUND OBSTRUCTIONS OR BY REASON OF THE LANDSCAPE CONSTRUCTION ENCROACHING UPON PROPERTY LINES. ANY REPAIRS UNDERTAKEN BY SMM Property Services AS A RESULT OF THE CUSTOMER FAILING TO ACCURATELY MARK OBSTRUCTIONS, SHALL BE BILLED AT SMM Property Services CUSTOMARY RATES.

Additionally, SMM will not be liable for ensuring the closure of gates/fences located your property. It is the customer's responsibility to check all gates/fences prior to releasing children and/or pets into a fenced yard.

5. **PAYMENT TERMS** We accept VISA, MasterCard, Discover, PayPal, Online Payments and Checks for services rendered. Invoices will be sent via email after the service is complete. Payment is expected on the same day services are rendered complete. If your account becomes past due, your services may be suspended until the balance is cleared. Late charges may be applied to accounts with a past due balance, not to exceed \$15.00 per week. If your check is returned to SMM Property Services for NSF; there will be a \$25.00 returned check fee added to your account and the entire balance must be paid immediately. You will get a courtesy call from SMM Property Services along with a formal notification in writing via E-mail or USPS. If the check is returned more than once, we will not be able to accept checks from you as a form of payment any longer. Customer agrees to pay all costs of collection, including collection agency fees, court costs, and attorney and legal fees incurred pursuing a delinquent balance.
6. **SECURITY AGREEMENT** SMM Property Services shall retain a security interest in all plants and materials installed on Customer's real estate until the contract between the parties has been paid in full. Failure to pay all sums due within thirty (30) days of completion of the contracted project shall permit SMM to enter upon the premises and remove all items subject to this security agreement, all without a court order.

7. **WARRANTY INFORMATION** SMM Property Services will replace any tree, shrub, or vine that dies within 3 months of the date of installation for all customers in good standing. Our plant materials come from certified nurseries and are inspected to insure freedom from insects and disease. Replacements will be made using the same type, quality and size plant from the original installation, unless otherwise requested and/or agreed upon by both parties. Replacement Warranties are limited to plants installed only and do not cover additional labor, special equipment, or materials used for removing and installation replacement material. Additional material may include planting soils, planting amendments, mulches or topdressing materials, and staking/securing materials. A minimum rate of \$95 per hour will be billed for any plant warranty work requests. **This warranty is subject to the following conditions:**

- The plant in question was part of a project designed and built by SMM Property Services
- Perennials will carry a one-year warranty through the first growing season.
- Sod, annuals, shrubs, vines and/or plants planted in containers are not guaranteed.
- SMM Property Services is not responsible for losses due to acts of God (deer or other animals, high wind and rain, abnormal cold weather, drought, etc.), lack or over watering, pet damage, vandalism or malicious damage beyond our control.
- Transplanted materials and/or plants identified in our proposal, prior to installation, as semi-hardy or non-hardy carry no warranty.
- Warranty is not transferable between parties.
- Delinquent payments void the warranty.
- Plant material found to be damaged by insect/disease infestation. The plant material has been inspected and certified, our plants are guaranteed to be insect/disease free at the time of installation.
- Annuals are seasonal and die at the end of each season and are not covered under any warranty.
- Any plant material that has been transplanted following installation.

- Adding raised beds or excessive mulch build up after SMM Property Services has completed work will void any warranty claim.
- Any discrepancies in original planting must be reported to SMM Property Services within seven (7) days of installation.

### **Photograph Release**

I grant permission to SMM Property Services, on behalf of the company and its agents or employees, to use photographs taken of the project and/or property once communications began regarding the project and to extend for a period of one (1) year following the completion of the project and/or the end of the warranty period whichever is longer in duration. These photos may be for use in company publications such as advertising brochures, newsletters, and magazines, and to use the photographs on display boards, and to use such photographs in electronic versions of the same publications or on company's web sites or other electronic form or media, and to offer them for use or distribution in other non-company publications, electronic or otherwise, without notifying me.

I hereby waive any right to inspect or approve the finished photographs or printed or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the photograph.

I hereby agree to release, defend, and hold harmless SMM Property Services, on behalf of the company and its agents or employees, including any firm publishing and/or distributing the finished product in whole or in part, whether on paper or via electronic media, from and against any claims, damages or liability arising from or related to the use of the photographs, including but not limited to any misuse, distortion, blurring, alteration, optical illusion or use in composite form, either intentionally or otherwise, that may occur or be produced in taking, processing, reduction or production of the finished product, its publication or distribution.

