

Terms and Conditions Hackmann Lawn & Landscape

These Terms & Conditions (“Terms”) apply to any work performed and materials supplied by Hackmann Lawn & Landscape (“Hackmann”). The written estimate of work provided to you (“Estimate”) and Terms together constitute the entire agreement (“Agreement”) between you (“Customer”, “You” or “Yours”) and Hackmann and shall govern unless expressly modified or excluded in writing by both parties. The Agreement supersedes all prior or contemporaneous agreements or understandings between you and Hackmann.

1. **Scope of Work.** Hackmann shall carry out and complete the work, and deliver the goods, identified in the Estimate in a workman like manner in the time and manner described in the Estimate, subject to these Terms, and shall have no obligation to execute any additional work unless otherwise agreed in writing between the parties. The written Estimate, and the description of the work and drawings contained therein if any, shall control and govern Hackmann’s delivery of goods and performance of the work.

2. **Cooperation of Customer.** You shall (i) cooperate with Hackmann in all matters relating to the performance of work in the Estimate and provide such access to your premises, and such office accommodation and other facilities as may reasonably be requested by Hackmann, for the purposes of performing the work in the Estimate; (ii) respond promptly to any Hackmann request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Hackmann to perform the work in accordance with the requirements of the Estimate and these Terms; (iii) and obtain and maintain all necessary licenses, permits and consents and comply with all applicable laws in relation to the work before the date on which the work is to start. **Hackmann is not responsible for delays caused by Customer’s failure to cooperate or for any violations of law, ordinance, covenants, or other restrictions related to the performance of work occasioned by your failure to obtain all required authorizations, consents, permits, etc. in advance of Hackmann performing the work in the Estimate.**

3. **Estimate.** The Estimate provided for lawn maintenance, landscaping or any other services is valid for 30 days from the time made by Hackmann. Acceptance of the Estimate expressly constitutes acceptance of these Terms & Conditions and represents a binding contract between the parties.

4. **Payment.** Customer shall pay Hackmann the full amount of the Estimate, including all taxes and fees as follows:

- a. 1/3 deposit down upon signing of the Invoice by the Customer. This deposit is not refundable if the Estimate includes anything other than labor services. For avoidance of doubt, if the Estimate calls for the purchase of plants, trees, etc., then the 1/3 deposit is not refundable.
- b. If the project lasts longer than seven days, then 1/3 due after seven days after project has started.
- c. Any remaining balance is due upon completion of the work described in the Estimate.
- d. If you are billed on a monthly basis, payment is due within 30 days of receipt for the previous month’s services unless the Estimate provides for a different payment deadline. If Customer fails to make payment within 15 days of the due date, customers account will become inactive. There is a \$50.00 charge to reactivate the account.
- e. Send an Advanced Payment for your annual maintenance services prior to 3/1 and receive a 5% rebate on 12/31. Any Advance Payment remaining balance will be refunded on 12/31 or upon cancellation of services. Rebates will be applied to open invoices. Any remaining rebate balance will be refunded by check. **Renewal agreement quantities are estimated. Advance payment customers will receive account credit for services not*

rendered, while exceeding services will incur a charge at the end of the season.

5. **Terms for Mowing.** The Hackmann shall provide the mowing terms of this Agreement in the Estimate and shall generally be for April thru November; services will be performed on a weekly basis as needed. Upon termination, neither party shall have any further obligations to the other except for those obligations that shall survive termination of this Agreement, as set forth below.

6. **Customer Representation and Obligations.** The Customer warrants the site is free of underground condition including, without limitation pipes, cables, stumps, sprinklers, invisible fence, sewage drains and waste materials except as specifically disclosed to Hackmann prior to the signing of the Estimate. Where latent/underground problems exist Hackmann shall be entitled to charge for additional work/supplies/equipment necessary to complete the work or may suspend the work until the condition has been remedied. Customer shall provide Hackmann with access to any necessary electricity and water.

7. **Completion of Work.** Hackmann will use commercially reasonable efforts to complete a project in the time frame promised. However, Hackmann shall not be liable for any delay in the completion of the work under the Estimate. Lien waivers will be provided where Hackmann is a subcontractor after receipt of full payment. Hackmann shall be entitled to an award of its reasonable attorneys’ fees and costs if it must pursue Customer for non-payment of the Estimate in addition to all its damages.

8. **Materials On-Site.** Materials delivered to site become the responsibility of the Customer. Hackmann accepts no responsibility for loss, damage or expense after delivery of materials to site for any reason. Any material brought to, or removed from the site, that is in excess to the Hackmann’s requirements under the Estimate remain the property of Hackmann who shall have the right to enter the site for the purpose of removing excess materials.

9. **Maintenance after Completion.** Hackmann is only obligated to perform the work specified in the Estimate. The proper maintenance of the site shall be the obligation of the Customer following completion of the work by Hackmann, unless otherwise agreed in writing by the parties.

10. **Warranties and Exclusions.** Hackmann warrants the shrubs and trees supplied by Hackmann in connection with the Estimate for a period of one year from the date of the Estimate, provided that such warranty shall be void if the Customer fails to take reasonable care of the plants (including, without limitation, watering, spraying, cultivating, and pruning). Hardscape warranty is good for three years from the Estimate date **for workmanship only**, except that there is no warranty related to settling around new foundation over digs or utility trenches. This warranty covers a one-time replacement only. Annuals, perennials, and sod, as well as any transplanted materials will not be warranted and are sold AS-IS. Hackmann shall not be liable for any damage or delays caused by Acts of God (including, without limitation, extreme cold or draught, flooding, storms, rain, etc.). Hackmann’s sole responsibility under this warranty in Section 10 shall be, at its discretion, to repair or replace or to issue a refund for the shrub, tree or work affected. THE WARRANTY SET FORTH IN THIS SECTION 10 IS STRICTLY LIMITED TO ITS TERMS AND IS (TO THE EXTENT PERMITTED BY LAW) IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, SPECIFICALLY EXCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Failure to timely pay the amounts owed under the Estimate shall void any warranty hereunder. Hackmann is not responsible for any damage to concrete or asphalt surfaces from skid loaders, trucks or other traffic or equipment.

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11. Damages. Under no circumstances shall Hackmann be liable for any special, incidental, or consequential damages. **Both Parties expressly waive their right to a jury trial related to the work performed under the Agreement or any claim arising under the Agreement.**