

WARRANTY FORM

ALL PLANTINGS AS INDICATED WILL BE GUARANTEED AS FOLLOWS: TREES, SHRUBS, AND VINES FOR ONE YEAR, UNLESS OTHERWISE SPECIFIED. WHERE PLANTS DIE, REPLACEMENTS WILL BE MADE WITH PLANTS OF THE ORIGINAL SIZE AND QUALITY AS PREVIOUSLY SPECIFIED (OR INSTALLED, IF NOT SPECIFIED) AT NO COST TO THE OWNER. ONE REPLACEMENT FOR EACH PLANT THAT DIES WILL BE MADE. NO GUARANTEES SHALL BE GIVEN FOR BULBS, ROSES, ANNUALS, PERENNIALS, GRASSES, SEED AND SOD, POTTED OR TUBED PLANTS, BEDDING PLANTS, GROUND COVER IN 2 1/4" OR SMALLER POTS, OR PLANTS SPECIFIED BUT NOT GROWING IN THEIR NORMAL GROWING CLIMATE ZONE OR REGION. TRANSPLANTED PLANTS FROM THE SITE HAVE NO GUARANTEE, THOUGH EVERY PRECAUTION WILL BE MADE TO ASSURE THEIR SURVIVAL. THE GUARANTEE ABOVE WILL NOT APPLY WHERE PLANTS DIE BECAUSE OF CHEMICALS, ANIMAL DAMAGE, VANDALISM, FIRE, INADEQUATE DRAINAGE, STORMS, HAIL, DROUGHT, INSECTS, EXCEPTIONAL OR UNTIMELY FREEZE, OR OTHER ACTS OF GOD; STRIKES, RIOTS, OR OTHER SIMILAR COMMOTION; OR BY ANY OTHER CONTINGENCY OR CAUSE BEYOND THE LANDSCAPE CONTRACTOR'S CONTROL.

The owner hereby agrees that for the guarantee to be effective, he/she will water thoroughly at least twice a week during dry periods, cultivate beds lightly, and weed beds at least twice a month, at a minimum. All landscape construction shall be guaranteed for a period of one (1) year from installation. Guarantee shall cover labor and materials but shall not cover normal reactions of materials, such as fine cracks in concrete products or "checking" or warping of wood products. NO verbal agreements expressed or implied will be honored. All agreements must be in writing. Delinquent payment voids the guarantee.

WARRANTY POLICY

1. All plant material shall meet standards set forth by the AmericanHort in grade and size.
2. All plant material is guaranteed for one full year, provided proper care procedures are followed by the customer. Any transplanted material will not be guaranteed. Labor rates to replace plants will apply at \$60.00 per man hour (all plants under warranty at no charge for 1-full year from planting)
3. Replacement plants will be replaced only once. There is no extended warranty on replacement plants, without a written agreement between contractor and owner.
4. All plant material installed shall be free of any disease or insects, therefore, How May I Help You Today, LLC is not responsible for any damage caused by disease or insect.
5. How May I Help You Today, LLC is not responsible for death or damage caused by acts of God (i.e., snow damage, lightning, etc.).
6. Flowering shrubs and trees are not guaranteed for flower or fruit production.
7. We are not responsible for seeded areas after initial germination has taken place.
8. Retaining walls carry a one-year workmanship warranty. Construction of walls to follow standard installation guidelines. Engineered drawings to be built as drawn must be provided by homeowner if required or requested. Otherwise, construction is based on standards at time of construction. No warranty of any kind after warranty period.
9. How May I Help You Today, LLC is not responsible for over-watering or under watering of plant material.

10. All natural stone work will have a one year workmanship warranty, no warranty thereafter. Only structural cracks will be repaired; hairline cracks will not be repaired.
11. There is no warranty against warping, checking, or splitting of any wooden structure. All 6"x6" timber retaining wall construction is warranted for one year after completion of project against any movement of the wall.
12. How May I Help You Today, LLC is not responsible for removing staking or guying wires. Homeowner should remove all stakes and guy wire one year from date of installation.
13. Stamped or poured concrete patios, walks or driveways will carry no warranty against cracking.
14. Pavers and retaining wall products will be guaranteed for 1-year from completion. All manufacture warranties will be honored as stated by the manufacture.

CONTRACT TERMS

1. Contractor reserves the right to delay or postpone any phase of project due to weather conditions or adverse site conditions.
2. All work is to be performed in a professional workmanlike manner according to industry standards. Construction items will meet all county building codes.
3. Contractor is not responsible for any covenants and/or HOA restrictions. Owner must convey all covenants and/or HOA restrictions to contractor.
4. A concealed contingency clause is in effect for any unforeseen rock, utility lines, hardpan soil, stumps, or other material that must be removed from the site that is not apparent at the initial site analysis. A fee of \$65.00 or more may be charged. A written estimate must be provided prior to the removal of any concealed material.
5. Owner has the right within 24 hours after installation to reject any plant material deemed unacceptable. An extension may be granted provided owner and contractor agree on time period.
6. Any changes to scope of work will be charged or credited accordingly.
7. If an attorney is required to collect an unpaid balance, the owner is responsible for all legal fees incurred by contractor.
8. Contractor is not responsible for any damage done to utility lines not marked by Utility Companies. Contractor will not be responsible for existing irrigation lines, landscape lighting lines, invisible dog fences, and any other electric lines previously installed by another contractor, unless they have been clearly marked.
9. Unless stated, permit fees are not included in contract. If permits are necessary, any fees, drawings or changes will be invoiced upon receipt of permit. Permit fees are the responsibility of the homeowner if needed or applicable. Being a landscape company installing landscape projects at ground level we assume no permits are required. If a deck is part of How May I Help You Today, LLC contract, permits will be discussed with the homeowner at time of contract and obtained by the discussed party. Otherwise, no permit action will be taken by How May I Help You Today, LLC.
10. Railings are required on any work they will be the responsibility of the homeowner unless for decks and they will be included within deck estimates.

11. Professional engineering/grading plans or architectural services are not included in this contract. Any such fees will be paid directly to the selected engineer or architect.
12. Contractor license and certificate of insurance with workers compensation information will be provided upon request.
Ownership of Material will remain the property of How May I Help You Today, LLC until the project is deemed completed and paid in full. How May I Help You Today, LLC will have full rights to access of these said materials until all balances are satisfied in full.
13. NOTICE TO OWNERS/ CONSUMER: YOU MAY CANCEL THIS CONTRACT AT ANY TIME WITHIN 3 BUSINESS DAYS FROM THE SIGNED DATE ON THIS FORM. ALL CANCELLATIONS MUST BE DROPPED OFF TO OUR OFFICE IN PERSON OR BY CERTIFIED MAIL. CALLS, EMAILS OR TEXTS WILL NOT BE ACCEPTABLE FORMS OF CANCELING THE CONTRACT.

Adriane Wilson, Owner
How May I Help You Today, LLC
973.640.9151 cell
adriane@howmayihelpyoutoday.org
www.howmayihelpyoutoday.org