**Showcase Landscaping Inc.**

**General Project Terms & Conditions**

1. **Payment Terms:** The total amount of the contract price, plus tax shall be paid as follows unless otherwise specified.

Pre-Construction Deposit: 50% of total contract price

Upon Project Completion: Remaining 50% of total contract price

Payment Terms: Due on Receipt

Payment to be paid by cheque or e-transfer.

Change orders/changes in scope/additional work will be billed by equipment, time & material unless otherwise specified. The total amount will be due upon project completion.

1. **Interest & Collection Costs:** In the event Customer fails to pay the amounts due under the terms of this agreement when due, interest may be charged by Contractor on the unpaid balance at the rate of two percent (2%) per month. The customer further agrees to pay all costs and expenses incurred by Contractor in collecting or attempting to collect amounts due hereunder, including reasonable attorney’s fees and court costs.
2. **Warranty:** Contractor warrants the customer that the work to be performed hereunder will be of good quality and performed in a manner consistent with industry standards. Contactor's liability under the warranty is strictly and exclusively limited to the repair or replacement, at the Service Address, of such work as is found to be defective, and with respect to which the Customer has given Contractor prompt written notice within thirty (30) days of performance. Except to the limited extent specifically provided in the foregoing, Contractor makes no warranty, either express or implied, merchantability, fitness for a particular purpose, performance or otherwise. With the exception of the limited warranty provided in this section, Contractor shall not be liable for any claims for damages, whether direct, immediate, foreseeable, consequential, special or otherwise, based upon a claim for breach of any express or implied warrant or for negligence. Unless if otherwise stated, Customer is responsible for watering any sod, seed, plants, trees, etc. Contractor will not warranty softscaping (sod, seed, shrubs, trees, etc.) unless product is defective at time of installation. Contractor will warranty hardscaping for the period of up to twenty-four (24) months if settling of 0.5 inches occurs. Contractor will not warranty hardscaping for stains, efflorescence or damages after installation.

**Material Tolerances:**

**Wood**: Pressure treated wood cannot be guaranteed against warp age, checking, or cupping. Cedar is expected to crack especially 6X6 up to 3/8 inch gaps and the entire length of the wood. Ipe is expected to crack especially 4X4 up to 3/8 inch. Wood cannot be protected against rotting; wood is expected to rot over time and this is not warranted by Contractor.

**Stone**: Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. Can change the stone and even bleed. This is the nature of the product and the Client accepts this as a natural and acceptable quality of the stone.

**Metal**: Metal, which is not galvanized, is not guaranteed from rusting commencing immediately after installation.

**Concrete**: Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots. Colored concrete consistencies vary from truck to truck; therefore it is not possible to produce an exact match with pours over six (6) meters. The Client absolves the Contractor of liability if “smooth” concrete is the desired finish (due to slippage).

**Artificial Turf**: Artificial turf will not be warranted if it is damaged due to sunburn marks, pet urine smells and/or urine burns.

**Warranty Time Period**: All construction materials are subject to manufacturer’s specific warranties/guarantees. Planting is warranted for six (6) months if there is an approved irrigation system.

**Client Responsibilities**: The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements in order for the Warranty to remain in affect. Failure to properly maintain materials or horticulture installations will void the warranty. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of the Contractor. For example, flooding eaves troughs that damage plants, fallen branches, animal caused damage, frozen/ burst irrigation or drainage pipes that were not seasonally drained at the proper time, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations – void all warrantees provided by the Contractor.

**Use of Client Selected and Approved Substandard Materials**: Client recognized and agrees that if the Client has chosen and approved the use of substandard materials for any application that the warranty will be void or otherwise limited in writing on those items so impacted, but will remain in affect for all other elements of the project not impacted directly or indirectly by use of substandard materials. the Contractor will notify in writing to the Client any material that the Client has selected that would negatively impact the one year warranty of the Contractor – prior to purchasing and/or installing such materials.

**Material Grades**: The Client recognizes that all materials come in a range of grades of quality and finishes, and that natural materials are not perfect. Natural wood have knots, and other natural materials have variability in color due to a wide range of factors, and that sample while useful in material selection decision-making, cannot be expected to accurately represent the total completed surface of a given construction or installation. the Contractor shall endeavor to enable the Client to see or understand the representative range of color, surface texture, and related of all materials begin seriously considered for installation on a project, however, it will be responsibility of the Client for the final selection of those materials. Once the selection has been approved by the Client, the Client will be responsible for all costs associated with changing any given material should the Client change their mind during or after material is purchased or constructed.

1. **Unknown Conditions:** In the event certain site conditions unknown to Contractor result in the need for additional materials or labor, Customer shall be responsible for any additional charges related to such additional materials or labor. Contractor will inform Customer in writing of all such conditions within twenty-four (24) hours of becoming aware of the same.
2. **Permits:** Unless otherwise specified herein, Contractor is not responsible for any permits. Customer is responsible for any permits and local ordinances related to the requested work.
3. **Integration:** This agreement represents the entire agreement between Contractor and Customer and supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this agreement.
4. **Amendment:** This Agreement may not be amended except in writing signed by both parties.