

## TERMS AND CONDITIONS

The estimate (the "Estimate") provided to the Customer ("Customer") by Black River Landscape Management, Inc. ("Contractor") is subject to the following terms and conditions:

**Agreement:** In consideration for the Contractor providing all material, supplies, equipment and labor necessary for the completion of the work described in the Estimate (the "Work or Project"), the Customer agrees to pay the Contractor in full for all labor, materials, equipment and supplies necessary for the completion of the Project subject to the terms and conditions below.

**The Work:** The Contractor shall perform the work for the Project in a good and workmanlike manner and in accordance with all applicable federal, state and local, laws, rules and regulations. The Contractor shall be under no obligation to complete any additional work unless agreed to by the Contractor and the Customer in writing.

While every effort has been made to assure the accuracy of this Estimate, actual conditions may vary. In the event conditions differ substantially from those anticipated, the Customer shall be responsible for any additional costs associated with the changed conditions.

\*Unless indicated in the Estimate, maintenance is not included. The Customer is responsible for all maintenance and upkeep of the Work upon completion.

**Payment:** Unless waived in writing by the Contractor, a non-refundable deposit is required at the time of acceptance. Unless stated otherwise by the Contract, fifty percent (50%) of project total is required before starting the Project. A progress payment of twenty five percent (25%) will be due half way through the Project as well as the remaining twenty five percent (25%) upon completion, along with any additional costs. Payment plan is always subject to change.

*\*If your project exceeds 14 working days, a second progress payment may be due to keep cash flow steady throughout the duration. We will verify the payment plan before starting.\**

Upon completion of the Project, the Contractor will provide the Customer with an invoice for all remaining costs for the Project. **Final payment is due upon receipt of the Contractor's invoice.** Any amounts not paid within two (2) full days or forty eight hours (48) hours are subject to a one percent (1%) daily finance charge for each day it is late. However, any claims that the Customer has failed to comply with New Jersey's Prompt Payment Act may be submitted to a process of alternative dispute resolution.

**Project Site:** The Customer represents that the Contractor has the authority to contract for the Work at the Project location set forth in the Estimate. The Customer shall indemnify and hold the Contractor harmless from and against all suits, claims, fees, costs or damages resulting from the Customer's error, omission or misrepresentation with regard to the Customer's authority as set forth in this paragraph.

The Customer will provide the Contractor with access to the Project site as necessary to complete the Work during the Contractor's normal business hours which may include Saturday and/or Sunday.

**Prior to the commencement of the Work, the Customer shall identify all property lines, underground utilities, tanks, sprinkler systems and other equipment.** Unless identified in writing to the Contractor, the Contractor shall not be responsible for any damage to any utilities, tanks, sprinkler systems or other equipment.

**Materials:** Unless agreed to in writing by the Contractor, all materials are to be supplied by the Contractor. If the Customer supplies materials or directs the Contractor to obtain materials from a specific source, the Contractor shall be entitled to charge, at the Contractor's sole discretion, a ten percent (10%) handling fee in addition to any other costs and expenses.

The Contractor warrants that all plants included in the Work are healthy at the time the Work is completed. The Customer is responsible for proper care, maintenance and upkeep after Completion.

Any damages made to project related items caused by external forces such as natural conditions (eg. weather, insects, animals), will be at the cost of the Customer. The cost for fixing will be billed to the Customer at the rate of \$45 per man, per man hour plus the cost of materials.

\*Any manufacturer warranties will be provided to the Customer upon completion of the Work.

**Planting (if applicable):** All trees and shrubs planted and purchased by BRLM are warranted for 1 year from the date of installation with proper irrigation and the purchase of tree & shrub fertilization program with *Always Green*. BRLM reserves the right to substitute any plant material based on availability at the time of installation. BRLM will endeavor to substitute any plant for another similar in size, appearance, and price. Warranty is not valid due to damage caused by external forces such as natural conditions (eg. weather, insects, animals). Once material is on-site, substitutions will only be made at additional cost to cover restocking fees.

**Time of Completion:** The Contractor shall endeavor in good faith to complete the Work in a reasonable time or in the time specified in the Estimate. Under no circumstances, shall the Contractor be liable to the Customer for any delays in the commencement or completion of the Work.

**Permits:** The Customer is responsible for obtaining all necessary permits for the work at the Customer's expense. The Contractor shall provide reasonable assistance to the Customer in obtaining any necessary permits. The Contractor shall not be responsible for the Customer's failure to obtain any necessary permits.

**Promotion:** The Customer shall provide the Contractor with access to the Project site for photographs for the promotion of the Contractor's work. The Customer agrees that the Contractor shall own the copyright in all photographs taken and that the photographs of the Project site may be however the Contractor sees fit including the publication or distribution through electronic media. Unless the Customer agrees in writing, no promotion by the Contractor shall include the Customer's name or address.

The Contractor may place a Black River Landscape Management, Inc. sign on the Customer's property during the course of the Work and for a period of time not to exceed seven (7) days after completion of the Work.

**Miscellaneous:** In the event that the Customer breaches this agreement, the Contractor shall be entitled to its costs and fees, including reasonable attorney's fees, incurred in enforcing this Agreement.

If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect to the extent practical. This Agreement contains all of the terms and conditions between the Contractor and the Customer with regard to the Work and supersedes all prior contracts, agreements or understandings between the Contractor and the Customer.

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Customer (Print Name)

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Customer (Signature)