

WARRANTY AND CONTRACT SPECIFICATIONS

GUARANTEE:

- 1) One year guarantee on all materials and workmanship.
- 2) All plant materials will be 100% warranted for a single replacement, providing the watering is controlled to assure complete moisture for proper growth. Excessive watering of plant material and/or lack of winter watering will void the warranty. Warranty excludes all free and discount plant material. Access to plant material required for warranty inclusion.
- 3) Service on installed sprinkler systems will be provided without charge for one year to assure proper installation, materials, and workmanship. Excluded are seasonal head adjustments, nozzle or filter cleaning and freeze damage.
- 4) Damages or loss to plant material, turf, and/or landscape construction caused by any contingencies beyond the control of Aspen Creek Landscape LLC are specifically excluded from this guarantee. These conditions include the following:
 - acts of God (hail, storm flooding, tornados, sudden arctic freezes, heavy spring snow on branches etc.)
 - eating of plants or turfgrass by animals (deer, rabbits, voles, puppies, etc.)
 - toxic contamination (dog urination, excessive fertilization, herbicides etc.)
 - vandalism or neglect (footprints across recently installed sod grade, etc.)
 - improper owner maintenance (owner to follow guidelines for watering, fertilization, mowing, pruning and spray programs outlined in our maintenance articles)
- 5) Any or all of the above guarantees shall not be transferable to other parties.
- 6) Any withholding of funds or non-payment when due voids all warranties.

GENERAL CONDITIONS:

- 1) The contractor shall make on-site alterations in design/layout at his discretion when required.
- 2) All plant material shall be installed in accordance with specification guidelines and topography conditions. Plant material and turf shall be free of disease and/or insects when installed. Nursery may need to substitute different size shrubs, including CA imports, per current availability.
- 3) Aspen Creek Landscape LLC is not responsible for settling of any excavation such as foundation, sewer, water, gas, telephone, or electric line dug by others. We are not responsible for settling around window wells.
- 4) Drainspout extensions installed for pathway, patio or aesthetic reasons are the customer's responsibility to keep clear of debris and ice. Roof gutters need to be regularly kept clear of leaves and roofing material and wire mesh should be installed in roof drainspout locations that have extensions.
- 5) The property owner is responsible for property line and corner locations.
- 6) The owner may authorize additional work by use of a written or verbal change order.
- 7) Partial bidding shall be exercised on large jobs or when bad weather conditions delay work. However, billing shall not exceed work completed or material costs incurred.
- 8) Customers installing any elements themselves will be in accordance with the contractor's schedule.
- 9) Accuracy of plot plans/survey maps used for design services shall be considered a valid representation of square footage. The property owner is responsible for the surveying accuracy and any material differences that may incur.
- 10) Aspen Creek Landscape LLC is not responsible for the drainage on your property. We work with the grade that exists on your lot at the time we start your landscape only within the confines of installing your sod, soil preparation, weed fabric and rock.
- 11) Final finishing on concrete work may have some variances in textures and hue values. Our one year warranty does not cover hairline cracks unless there is an upheaval of +3/16".
- 12) Polymeric sand used in flagstone and paver patios will have variances throughout, seasonal shifts in depth and consistency and gaps in joints; homeowner responsible for maintenance.
- 13) Face footage on patio steps and thickened edges are estimates only. Final amounts may vary.
- 14) Aspen Creek is not liable for your water bills and homeowner is responsible for monitoring water usage at their home. Occasional sprinkler leaks or stuck valve diaphragms may occur and we will usually fix them within 24 hours after notification.
- 15) Post-COVID prices may fluctuate exponentially from the original proposal but we will only charge for our direct wholesale price and delivery increases.
- 16) Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration.

