



## Service Disclaimers

Washington County Landscapes (WCL) strives to provide the best service possible for the customer; however, there are times when things do not go as planned. Please know that while WCL will give every effort to make things right with the customer, WCL cannot be responsible, financially or otherwise, for any repairs or damage for items that we were not made aware of, including items that were not removed beforehand by the customer.

Please note, when you are signing a contract for landscape, maintenance, or irrigation services with WCL, you are agreeing to the following disclaimers, as it applies to your job:



The customer agrees it is their responsibility to ensure that the service area is cleared of debris or other objects prior to WCL rendering services. These items may include, but not be limited to any object(s) partially or completely exposed such as: hoses, toys, ornaments, decorations, irrigation systems, invisible dog fences, pipes, metal, rocks and/or sticks. This also includes but not limited to unmarked or shallow wires, pipes, or cables such as internet providers, utility companies, telephone, irrigation systems, landscaping lighting systems, regardless if provided by a secondary source or not.



Any and all insect nests, such as for bees or wasps, are the responsibility of the customer to remove them prior to WCL rendering services. WCL services will stop should a nest be discovered. WCL will begin work again once the nest(s) have been removed.



It is encouraged that customers check your property for the items mentioned above and that pets and children are a safe distance from the heavy equipment. The financial cost and repair(s) for damages as described above are the sole responsibility of the customer and by accepting WCL services the customer agrees to indemnify and hold harmless WCL for personal injury, death, loss or damage of property.



WCL reserves the right to schedule the job when it is convenient and fits into our work schedule. We aim to give adequate notice for the customer; however, when it is a small one-day or half-day job, an opportunity may appear to squeeze in those jobs without much notice for the client. For example, if a crew finishes a job earlier than expected, it is possible for us to fill in a small job at the end of the day. WCL strives to give the customer as much notice as possible.



If plants or material have been ordered for a job, the client is responsible for payment on the materials.



Contact WCL within 24 hours of the service date if you have any concerns about your service. Damages that WCL will not cover repairs for include, but are not limited to: air conditioning wiring, bird baths, bird houses, benches, chairs, play sets, concrete, dog beds, downspouts, drainage, shade structures, fences, fence posts, fence stain, flower boxes, holiday décor, improperly installed irrigation components, irrigation valve covers, metal edging, path lighting, pottery, outdoor curtains, retaining walls, stone edging, stone pathways, toys, unprotected trees, trampolines, plastic pools or other swimming pools, windows, exposed cables/wires, invisible fence dog lines, or sprinkler components/lines normally found below the surface of the lawn, disease or damage to lawns, any item hidden in the landscape and not clearly marked. If required to move objects to service your lawn or landscape, as listed above, WCL will not be responsible for damage caused by moving the object.



### **Lawn Maintenance Service Disclaimers**

- WCL invoices maintenance customers a single monthly fee based on the total number of visits planned per year. This cost per total number of visits is divided evenly into 12-monthly payments, invoiced the month following the completion of work. For example, August maintenance is invoiced in September.
- WCL does not reduce the total cost of monthly maintenance due to rain or weather delays. WCL will make every effort to make up for the missed maintenance within the same week as the service was supposed to be rendered; however, if that is not possible, the client will have a missed service due to inclement weather. No decrease in the monthly cost will be made as the weather is beyond WCL's control.
- If WCL crews arrive and work has been completed by someone else, or the client turns them away, WCL reserves the right to still charge for the service due to costs involved with traveling to and from the job site.
- The equipment used on your lawn is determined and quoted by our expert landscapers; therefore, any request for customized equipment usage on a property will be quoted separately and must be requested at least 48 hours prior to service for approval of a new customized bill rate. Please note, this will modify the customer's monthly maintenance invoice for the following month.
- Please remove pet waste from the yard before your scheduled service. WCL reserves the right to skip the service, and charge, if your lawn technician determines there is too much pet waste on the property.
- WCL is not responsible for turf damage caused by equipment due to the lawn being too wet at time of service. If the customer feels the lawn is too wet to cut, you have the right to request to skip service. Please note, WCL requests a 24-hour notice to skip service.
- WCL is not responsible for damage to items left on the lawn. The crews do their best to avoid running over hoses, toys, dog bones, etc. However, these items are sometimes difficult to see, so please take a moment and collect all objects on the lawn before the service team arrives.
- WCL is not responsible for any type of window and/or glass breakage while providing maintenance on your property from rocks, objects left in the yard, flying debris, etc. Window damage and expenses shall be the sole responsibility of the customer.



### **Lawn Fertilization Service Disclaimers**

- WCL's regular maintenance does not include treatment for fungus or turf diseases or insect/pest control. WCL can provide a quote for such treatments, as needed.
- WCL provides basic plant fertilization for full maintenance clients and on an as needed basis. For the fertilization to work successfully, it is important that the customer waters the turf and plant areas appropriately throughout the year. WCL is not responsible for any damage caused by lack of or too much water.



### **Bed Maintenance Service Disclaimers**

- The client should expect weeds to return, even though WCL lawn maintenance technicians do their best to remove every weed at each visit. It is possible to miss weeds. If this occurs, these weeds will be removed at the next scheduled site visit.
- While WCL technicians are trained in common flora, there are times when they may inadvertently pull a plant thinking it is a weed. If there is a plant that you do not want to be pulled, please make sure that it is clearly marked, especially while it is in the growing stages. Clients are welcome to show our technicians specific plants they do not want trimmed or accidentally pulled. We aim to keep the same technicians at your job site; however, it is always best to clearly mark and identify the plants that are not to be trimmed or pulled. WCL is not responsible for the accidental loss of plants that are not clearly marked.
- Tree trimming is not included with our landscape maintenance services. Small tree work can be performed at an additional fee, and upon request only. For larger tree work, we can refer you to a tree company that specializes in tree trimming.



### **Mulching Service Disclaimers**

- WCL provides mulching at an additional cost to those customers that request it. Mulching is charged based on time and material.
- WCL reserves the right to choose bulk mulch or bagged mulch. If there is a preference, the client is asked to let WCL know when ordering a mulching service.



### **Landscaping Service Disclaimers**

- WCL warrants to the extent of the purchase price that nursery stock, plants, seeds, and merchandise are true to name as is described:
  - (1) Except as provided in (4) below, WCL will (within a reasonable time) replace, without charge, any defective nursery stock that it sells and plants, provided the defect appears, and notice therefore is given to WCL within 90 days of the date of planting by WCL, provided further that the replacement will be made only in the proper season according to accepted nursery practices. Trees planted by WCL that are 30-gal or larger will be warrantied as stated above for one year.
  - (2) Any consequential damages are excluded from any warranty, expressed or implied.
  - (3) Defective plants will be replaced one time only under this warranty.
  - (4) Neither this warranty, nor any implied warranty, shall apply to house plants, annuals, bulbs, cemetery plantings or plantings in boxes, pots, tubs, urns or similar containers, or grass sod.
  - (5) No warranty expressed or implied shall extend to damage done by freezing, other inclement weather, or owner's improper care or neglect of plants.



### **Landscaping Service Disclaimers (cont)**

- (6) No warranty expressed or implied shall extend to plants that have been transplanted.
- (7) No warranty expressed or implied shall extend to plants installed without proper irrigation.
- (8) Before any claim is recognized under any warranty, the purchase price of the merchandise must be paid in full.



### **Irrigation Service Disclaimers**

- WCL is not responsible for damage to any underground utilities, cables and/or irrigation lines unless located by the owner before installation begins.
- All irrigation materials are fully guaranteed for one (1) year to be without defect, of standard quality or better, and the installed system is guaranteed for one (1) year from date of completion to give uniform distribution and even coverage of moisture. This guarantee does not include alterations necessitated by relandscaping, addition of trees, regrading, the addition and/or changes in walks, driveways, etc. This guarantee does not apply to vandalism, theft, fire, abuse, neglect, storm damage or other extreme weather conditions. This guarantee is subject to proper maintenance by the owner or the owner's duly appointed representative.
- WCL sets the irrigation controllers at the completion of all irrigation jobs. WCL assures the client that all heads, lines and controllers are working. If the client changes any settings of the controller, turns the water off, or modifies/turns any irrigation heads, WCL will charge to service the irrigation system again.
- Irrigation repairs, not covered under the above warranty, are at the cost of the client. All irrigation checks and repairs are charged at time and material.
- WCL will at times check/repair irrigation systems that were not installed by WCL technicians. However, WCL is not responsible for any irrigation issues within the portion of the system that WCL did not install. WCL can only be responsible for work that WCL completes. All irrigation repairs are charged at time and material.



### **Material and Equipment Cost Disclaimers**

- WCL does its best to keep costs as low as possible, while continuing to uphold the quality and standards for which WCL is known. Please note that due to weekly material price increase, and our lengthy backlog of work, certain materials may increase in price before work starts. The client will be notified of such increases before work begins.
- If fuel prices increase above \$4.00 per gallon, a fuel surcharge of 7% of the total job cost will be added to the final invoice.