



TERMS OF SERVICE

The following Terms of Service are incorporated into all estimates, proposals, and contracts issued by Tim Andrews Horticulturist LLC, hereinafter referred to as the "Contractor."

The person(s) or entity accepting the estimate or proposal shall hereinafter be referred to as the "Client."

By accepting any estimate, proposal, or service agreement issued by the Contractor, the Client agrees to all terms and conditions contained herein unless otherwise modified in writing by the Contractor.

1. Scope of Work

The contract documents shall include:

- The estimate or proposal
- Any specifications or plans provided
- Any written documents specifically referenced within the estimate

Only the items specifically listed in the estimate are included in the scope of work. Any additional work, materials, services, or modifications requested by the Client shall be considered extra work and may result in additional charges.

No qualifications, modifications, or conditions included in any acceptance issued by the Client shall become part of the contract unless expressly agreed to in writing by the Contractor.

The Client is responsible for obtaining any required permits, approvals, permissions, surveys, easements, HOA approvals, or other statutory requirements necessary for the work.

2. Estimates & Change Orders

All estimates are based upon current material costs, labor availability, and site conditions at the time the estimate is prepared.

The Contractor reserves the right to adjust pricing due to:

- Changes in design or materials requested by the Client
- Hidden or unforeseen site conditions
- Material price increases
- Delays outside the Contractor's control
- Additional labor or equipment requirements

Any changes to the original scope of work may require a written Change Order and may result in additional charges.

Acceptance of the estimate constitutes acceptance of these Terms of Service and creates a binding agreement between the parties.

If the Client cancels the project after acceptance, the Contractor reserves the right to charge cancellation fees, restocking fees, administrative costs, and reimbursement for any labor, materials, scheduling losses, or expenses already incurred.

3. Payment Terms

The Client agrees to pay the full contract amount, including any applicable taxes, fees, approved change orders, or additional costs incurred during completion of the work.

Projects under \$5,000 do not require a deposit unless otherwise specified.

Projects over \$5,000 require a deposit equal to 40% of the total estimated project cost prior to scheduling or commencement of work.

Projects over \$10,000 require a deposit equal to 20% of the total estimated project cost prior to scheduling or commencement of work.

Progress payments may be invoiced as work progresses.

Final payment is due immediately upon receipt of the final invoice unless otherwise agreed to in writing.

The Client agrees to pay for:

- Additional work requested by the Client
- Unforeseen site conditions
- Additional labor or materials necessary to complete the project properly

Failure to make timely payment may result in:

- Suspension of work
- Removal from the project schedule
- Loss of warranty coverage
- Finance charges, collection costs, and attorney fees where permitted by law

4. Site Conditions & Property Access

The Client warrants that the property is free of undisclosed underground hazards including, but not limited to:

- Pipes
- Cables
- Irrigation lines
- Drain tile
- Septic systems
- Utility lines
- Stumps
- Construction debris
- Waste materials
- Robot lawn mower lines
- Invisible dog fence
- Landscape lighting

The Contractor shall not be responsible for damage to underground items not properly marked or disclosed prior to commencement of work.

If underground hazards, concealed conditions, or obstructions are encountered, the Contractor may charge additional fees for the labor, equipment, delays, or materials necessary to complete the work safely.

Any hauling, disposal, dumping, or removal of debris not specifically included in the estimate may be billed separately.

The Client is responsible for obtaining permission from neighboring property owners if access to adjacent property is necessary to complete the work.

The Contractor is not responsible for damage to lawns, driveways, sidewalks, irrigation systems, hidden utilities, or underground structures caused by necessary equipment access under normal operating conditions.

5. Delays & Scheduling

The Contractor will use reasonable efforts to complete work within the estimated timeframe; however, scheduling and completion dates are not guaranteed unless specifically stated in writing.

The Contractor shall not be liable for delays caused by:

- Weather
- Material shortages
- Equipment breakdown
- Labor shortages
- Permit delays
- Acts of God
- Unsafe working conditions
- Other circumstances beyond the Contractor's control

Weather conditions that make work unsafe, impractical, or damaging to the property, may result in scheduling delays or temporary suspension of work.

The Contractor shall not be liable for any damages, losses, or expenses resulting from delays in performance.

6. General Conditions

The Contractor reserves the right to refuse or discontinue work where unsafe conditions exist.

No employee, salesperson, representative, or subcontractor may alter these Terms of Service unless approved in writing by the Contractor.

These Terms of Service shall be governed and interpreted under the laws of the State of Wisconsin.

If any provision of these Terms of Service is determined to be unenforceable, the remaining provisions shall remain in full force and effect.

The Contractor shall not be liable for indirect, incidental, consequential, or special damages arising from services performed.

7. Materials & Ownership

Materials delivered to the project site become the responsibility of the Client upon delivery. The Contractor shall not be responsible for loss, theft, vandalism, weather damage, or other damage occurring after delivery.

Any surplus materials, unused products, tools, equipment, or supplies brought to the site by the Contractor remain the property of the Contractor unless otherwise stated in writing. The Contractor reserves the right to enter the property for the purpose of retrieving such materials or equipment.

Plant material is subject to seasonal availability. The Contractor reserves the right to substitute plant varieties of equal quality, size, and value when necessary unless the Client specifically requests "No Substitutions" in writing prior to installation.

Requests for "No Substitutions" may result in project delays, additional sourcing costs, or change order charges.

8. Completion & Maintenance Responsibilities

The Contractor's responsibility under this Agreement is limited to completion of the agreed scope of work.

Upon substantial or practical completion of the work, all maintenance responsibility transfers to the Client unless otherwise agreed to in writing.

Practical completion shall be determined by the Contractor and generally means the work is sufficiently complete for its intended use, notwithstanding minor punch-list items or seasonal limitations.

The Contractor is not responsible for ongoing maintenance, watering, pruning, fertilization, pest management, or care of installed landscaping unless specifically included in a written maintenance agreement.

9. Third-Party Plans, Supervision & Agents

The Contractor shall not be responsible for structural design, engineering, drainage design, architectural specifications, finished appearance, or project management where plans, drawings, specifications, or supervision are provided by the Client, architect, designer, engineer, HOA, or other third party.

Where outside parties provide direction, drawings, specifications, or supervision, the Contractor shall not be liable for deficiencies, design flaws, appearance concerns, or corrective work resulting from such direction unless specifically agreed to in writing prior to commencement of work.

If the Client or agent has specific expectations regarding the appearance or finish of materials, textures, grading, masonry, or other completed features, it is the responsibility of the Client or agent to request samples or mockups prior to installation where applicable.

Failure to request samples or clarification prior to installation shall not create liability for the Contractor for aesthetic dissatisfaction.

Any agent acting on behalf of the Client is responsible for communicating these Terms of Service to the Client.

10. Change Orders & Additional Work

No modification to the original Agreement shall be valid unless approved in writing by both parties, except for reasonable plant substitutions as outlined herein.

Changes to the scope of work requested by the Client may result in:

- Additional labor charges
- Material costs
- Equipment charges
- Scheduling delays
- Change order fees

Additional work outside the original scope shall be billed at a rate of \$125.00 per man hour plus materials, unless otherwise agreed to in writing.

Unforeseen conditions, concealed site conditions, utility conflicts, drainage issues, buried debris, unsuitable soils, or other unknown obstacles encountered during construction may require additional work and charges necessary to properly complete the project.

11. Photography & Promotional Use

The Client authorizes the Contractor to photograph the project site before, during, and after completion for documentation, marketing, advertising, website, portfolio, and promotional purposes.

The Contractor retains all ownership and intellectual property rights to such photographs and media.

No personal identifying information of the Client shall be disclosed without permission.

12. Indemnification & Limitation of Liability

The Client agrees to indemnify, defend, and hold harmless the Contractor from and against any claims, damages, losses, liabilities, expenses, attorney fees, or lawsuits arising from:

- Inaccurate or incomplete information provided by the Client
- Undisclosed site conditions
- Failure by the Client to obtain necessary permissions or approvals
- Actions of third parties not under the Contractor's control
- Use or maintenance of the property after completion

The Contractor shall not be liable for any negligent act, omission, delay, property condition, design issue, or default unless specifically caused by the gross negligence or willful misconduct of the Contractor.

Under no circumstances shall the Contractor be liable for indirect, incidental, consequential, special, or punitive damages.

PLANT WARRANTY

1. Warranty Coverage

Newly installed landscape plants commonly experience transplant shock, particularly during periods of heat or environmental stress. Proper care is essential to minimize stress and promote healthy establishment.

Upon installation, it is the responsibility of the owner to provide sufficient water and fertilizer (as needed) throughout the growing season to maintain plant health.

Eligible trees and shrubs installed by the Contractor are covered by a one-year limited warranty from the date of installation, subject to the exclusions and conditions outlined below. Covered plants will be replaced once during the warranty period if determined by the Contractor to be dead or beyond recovery.

Replacement plants are provided as a one-time courtesy replacement and are not eligible for additional warranty coverage.

This warranty cannot be transferred, and there will be no cash refunds.

2. Customer Responsibilities

Proper watering and routine care are the responsibility of the customer.

Damage caused by improper watering, drought stress, overwatering, poor drainage, improper fertilization, irrigation failure, or lack of routine maintenance is not covered under this warranty.

The Contractor is not responsible for damage resulting from:

- Irrigation system failure
- Lack of irrigation coverage
- Improper irrigation settings

Deciduous trees and shrubs must be given until June 15th to leaf out before requesting warranty replacement.

This warranty shall be void and will not apply to any plants originally installed by the Contractor that are subsequently repaired, adjusted, moved, modified, or disturbed by any individual or entity other than the Contractor.

This warranty will be permanently voided on past due accounts. Upon full payment, the warranty may be reinstated, at the Contractor's discretion, for the remainder of the original warranty period. The charge for reinstatement will be \$250.00.

3. Warranty Claim Procedure

Warranty claims must be submitted within 7 days of first noticing plant decline or damage.

Photographs may be requested prior to scheduling a site visit.

During the one-year warranty period, at the discretion of the contractor, the Contractor will visit the site a maximum of two times to remove and/or replace dead plant material at no charge.

This corresponds to a maximum of two no-charge visits during the warranty period. Additional trips to remove dead plants or install replacements will be billed at \$125.00 per man hour.

Deciduous trees 2" caliper or larger and conifers 6' or larger are excluded from the full labor warranty. Replacement installation for these trees will incur a planting charge equal to the original installation labor charge.

4. Exclusions & Non-Covered Items

The Contractor assumes no liability for replacement of plants damaged or killed by:

- Pests or insect infestation
- Disease
- Abnormal weather conditions
- Acts of nature
- Conditions beyond the Contractor's control

Plants experiencing seasonal die-back are not covered when pruning and proper care are expected to restore plant health.

The following are not covered under this warranty:

- Winter burn
- Frost cracking
- Salt damage
- Animal browsing
- Snow or ice damage
- Weed growth in mulch or topsoil beds
- Annuals
- Transplanted plant material
- Sod and seed

The Contractor does not warranty against weed growth due to dormant seed germination naturally present in soils and mulch.

The following plant varieties are specifically excluded from warranty replacement:

- Kusa Dogwoods
 - White Pines
 - Groundcovers
 - Perennials
 - Rhododendrons/Azaleas
 - Japanese maples
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5. Legal Terms & Limitations

The foregoing is the sole warranty provided by the Contractor. The Contractor shall not be liable for any other warranties, express or implied, including implied warranties of merchantability or fitness for a particular purpose.

The Contractor shall not be liable under any circumstances for indirect, special, incidental, liquidated, or consequential damages.

This warranty shall be construed and enforced according to the laws of the State of Wisconsin.

No employee, representative, salesperson, or installer may alter the terms of this warranty either orally or in writing.

PROPER WATERING IS THE CUSTOMER'S RESPONSIBILITY. DAMAGE CAUSED BY UNDER-WATERING, OVERWATERING, IMPROPER DRAINAGE, OR FAILURE TO PROVIDE ROUTINE CARE IS NOT COVERED UNDER THIS WARRANTY.