

Homeland Contractors, LLC Terms and Conditions (DBA Homeland Scapes, LLC)

1. PROPERTY LINES

Prior to the commencement of the Work the CLIENT will provide CONTRACTOR with information as to the location of property lines and all subsurface utility and service lines, including but not limited to electrical, telephone and gas lines and water and irrigation pipe-lines and conduits. CONTRACTOR may rely on the accuracy and completeness of all such information and shall not be liable for damages or costs resulting from any errors or omissions in that regard. Unless otherwise provided for herein, CONTRACTOR will be responsible for obtaining any municipal building permits required in relation to the performance of the Work.

2. BUILDING MATERIALS

Unless otherwise specified, all building materials provided shall be new. CONTRACTOR shall have total control of the Work and shall be solely responsible for the construction means, methods, techniques, sequences, and procedures. CONTRACTOR shall comply with all laws, rules, regulations and building and fire codes which relate to the Work including applicable health and safety legislation and shall obtain any permits or licenses necessary for its performance as at the date hereof. Due to nature of construction, post damage repairs are NOT included, but can be proposed upon signed agreement ONLY.

3. SCHEDULE OF WORK

CONTRACTOR shall submit to the CLIENT, prior to its commencement, a schedule for the performance of the Work. If CONTRACTOR is delayed in the performance of the Work by an action or omission of the CLIENT or by circumstances beyond the control of CONTRACTOR does not constitute abandonment, then the schedule shall be extended for such reasonable period as is required to accommodate for the delay.

4. CONCEALED PHYSICAL CONDITIONS

If subsurface or otherwise concealed physical conditions at the Premises differ materially from those indicated in this Agreement or from those ordinarily found to exist in the vicinity of the Premises, including subsurface utilities, boulders, tree stumps or construction debris, then the Contract Price will be adjusted to account for any changes required to this Agreement or in the materials or method of work required to carry out the Work.

5. LANDSCAPER COMPLIANCE

Should CONTRACTOR fail to comply with the requirements of the Agreement to a substantial degree, the CLIENT may notify CONTRACTOR in writing that CONTRACTOR is in default of its contractual obligations and instruct CONTRACTOR to correct the default within reasonable time frame. If CONTRACTOR fails to correct the default in the time specified or subsequently agreed upon, the CLIENT may correct the default and deduct the cost thereof from any payment due to CONTRACTOR or terminate the Agreement. CLIENT has the right to the Contractor Transaction Recovery Fund - (804) 367-1559 for additional claim information. If the CLIENT so terminates the Agreement, CONTRACTOR shall be entitled to be paid for the value of all Work performed to the date of the termination.

6. LIABILITY INSURANCE - CONTRACTOR shall maintain at its own expense full coverage insurance with respect to all licensed vehicles owned or leased by CONTRACTOR and used by CONTRACTOR in the performance of the Work. Evidence of this insurance shall be provided to the CLIENT upon the request.

7. CHANGES IN THE WORK

Changes in the Work must be requested by the CLIENT in writing. The price for a change in the Work must also be agreed to in writing. Payment for change/s in the Work will be made separately, following CONTRACTOR'S completion of the change and within five (5) days of CONTRACTOR providing an invoice for same. All invoices are due when rendered and will incur interest at a rate of 1.5% per month, or 18% per annum. If because of climatic or other conditions reasonably beyond the control of CONTRACTOR the Work cannot be completed, payment in full for that portion of the Work which has been performed shall be made by the CLIENT and the CLIENT may withhold, until the remaining portion of the Work is completed such an amount sufficient and reasonable to cover the cost of performing such remaining work.

8. CLIENT'S INSOLVENCY: Should the CLIENT be insolvent, be adjudged bankrupt or default in any payment described in Payment Terms or Article 7, CONTRACTOR may give notice of said default to the CLIENT and should said default remain uncorrected for a period of five (5) days thereafter CONTRACTOR without further notice to the CLIENT may stop performance of the Work or terminate this Agreement such that CONTRACTOR'S obligations hereunder will be suspended or terminated without limitation, the CLIENT will have the sole responsibility to monitor and manage the safety and condition of the Premises and CONTRACTOR shall be entitled to be paid for the value of all Work performed to the date of the termination.

9. WARRANTIES

CONTRACTOR warrants the Work against defects in workmanship and materials (ONLY if materials are purchased through the Contractor) for a period of one (1) year for all Softscape installations upon purchase only within contract. **The warranty of plant material also does not apply to sod (turf), roses, annuals or bulbs.** Two (2) years for all Hardscape installations. Contractor CAN NOT warranty any materials supplied by client, softscapes nor hardscapes. Unless specified within signed agreement, warranty may not be included if signed in agreement.

9.2 The warranty takes effect from the date CONTRACTOR submits the invoice for final payment, provided the CLIENT has paid CONTRACTOR in full for all Work performed under this Agreement and subject to the following.

9.3 The warranty does not apply if the CLIENT is in default of this Agreement or to the effects of normal corrosion, erosion or wear and tear or against damage or deficiencies caused by the faulty operations or maintenance of the CLIENT, including the failure to properly maintain water or protect planting material.

9.4 The warranty of plant material is limited to a one-time replacement per item within the warranty period and will not include installation nor will it apply if salt or calcium chloride is used by the CLIENT on walkways at the Premises, in the area of the walkways or driveways.

9.5 Upon the CLIENT providing CONTRACTOR with notice of a proper warranty claim under this Agreement, CONTRACTOR will have 30 days to respond to the warranty, or such other reasonable period of time as is required in the circumstances.

10. ACCESS FOR PROMOTION

CONTRACTOR shall have the right to access the site for the purposes of taking photographs in relation to the Work both prior to and after completion of the Work and shall have and retain all copyright in said photographs which may be used by CONTRACTOR at its sole discretion in promotional materials and/or publications.

11. This Agreement constitutes the whole of the agreement between the parties and supersedes all prior negotiations, representations or agreements. Neither party shall assign any part of this Agreement without the written consent of the other. No act or failure to act shall constitute a waiver of any right or duty under this Agreement nor constitute an approval of or acquiescence in any breach of this Agreement unless expressly agreed to in writing by the Parties.

12. UNLAWFUL ACTIVITIES:

The CONTRACTOR will comply with all the laws of the United States of America and the State of Virginia, all municipal ordinances and all lawful orders of police and fire departments, and will not do anything on the premises in violation of any laws, ordinances, rules or orders. If any unlawful activities by the CLIENT should occur on the premises, and the Work is cancelled, there will be no refund of any kind from CONTRACTOR to CLIENT.

13. AMENDMENT AND SUPPLEMENT

Any amendment and supplement to this Agreement shall come into force only after a written agreement is signed by both parties seven (7) days before the start of Work. The amendment and supplement duly executed by both parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any lawsuits and/ or legal proceedings will be held in Loudoun County Courts in Leesburg, Virginia.

IN WITNESS, THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by their duly authorized representative as of the date first set forth above.

CLIENT AGREES TO ALL TERMS AND CONDITIONS ABOVE. SIGN: _____ DATE: ____/____/____

PAYMENT TERMS

- Forty percent (40%) Down Payment of the estimated project cost, upon arrival and signature of the estimated project.
- Fifty Percent (50%) of the estimated contract cost, during progression.
- Final Payment (10%) will be due upon completion and final walk through of the project.

We expect payment within 15 days, please process invoices within that time. There will be a 1.5% interest charge per month on late invoices.

ESTIMATED WORK TIME FRAME:

****Homeland Contractors, LLC** will contact **Miss Utility** prior to commencement of work.

CONCEALED:

An extra charge will be made for concealed contingencies. Examples include large rocks encountered in excavations, removal of pipe and electrical lines in pits, poor drainage situations or any other concealed contingencies not apparent in estimating the material and work specified.

Post-Construction lawn damaged repairs not included on estimate.

TERMS OF SALE:

1. After installation, watering is the responsibility of the customer.
2. All work to be performed is in this proposal. Any additional work will be performed for and additional price and only by mutual Contractor and Customer written consent.
3. When plants or materials are unavailable Homeland Contractors, LLC may make substitutions using plants or materials of similar size and value.
4. Client understands this is an estimated cost. Estimates are subject to change due to nature of project and site work.
5. Warranty not included for any material listed within this contract – 5% of planting material cost if requested before project begins. If any replacements under warranty, installation is free of charge. If requested, it must be in writing and signed change order BEFORE project begins.
6. Homeland Scapes, LLC reserves the right to use photos for any promotional or media purposes.
7. Customer has the right to the Contractor Transaction Recovery Fund - (804) 367-1559 for additional claim information.
8. Both Contractor and Customer have the right to cancel this contract in writing BEFORE project start date OR contract can be cancelled during project IF and ONLY agreed upon between Customer and Contractor. Contractor reserves the right to delay and or stop installation should Customer not comply with payment terms. Any cancellation must be in writing for both parties and served to both parties before project estimated start date OR agreed upon termination date.
9. Unless otherwise specified, all building materials provided shall be new. Contractor shall have total control of the Work and shall be solely responsible for the construction means, methods, techniques, sequences, and procedures. Contractor shall comply with all laws, rules, regulations and building and fire codes which relate to the Work including applicable health and safety legislation and shall obtain any permits or licenses necessary for its performance as at the date hereof. Contractor will also be responsible for and shall restore at its expense all damage to the property of the Client caused by Contractor in the performance of the Work. Contractor agrees to remove all debris and leave the premises in broom clean condition.
10. Contractor shall submit to the Client, prior to its commencement, a schedule for the performance of the Work. If Contractor is delayed in the performance of the Work by an action or omission of the Client or by circumstances beyond the control of Contractor, then the schedule shall be extended for such reasonable period as is required to accommodate for the delay.

PAYMENT TERMS:

40% Due Down Payment to schedule work • **50%** Due during progression of job • **10%** Due upon completion of project remaining amount.

Client is responsible for all legal, collection and interest fees that may be incurred.

Finance charge of 1.5% on any balance over 30 days.

CLIENT AGREES TO ALL TERMS AND CONDITIONS ABOVE. SIGN: _____ DATE: ____/____/____