



OZARKS OUTDOOR SOLUTIONS

(417) 501-5017

Landscaping Agreement

TERMS AND CONDITIONS

The following terms and conditions apply to and are incorporated into the estimates unless expressly modified or excluded in writing by Ozarks Outdoor Solutions hereby referred to as the "Contractor". The person(s) named on the estimate who agree to be bound by this Agreement will hereby be referred to as the "Client".

WHEREAS, the Contractor is engaged in the business of offering landscaping services; and

WHEREAS, the Client desires to retain the services of the Contractor to render landscaping services conforming to the Client's design and direction according to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the Contractor and the Client (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

SCOPE OF WORK

- The contract documents shall contain the estimate, the specification plans and any other document referred to in the estimate. No qualification in any acceptance issued by the Client shall form part of the contract unless specifically agreed to in writing by the Contractor.
- Only the items on the estimate specification are included and all works are due for payment.
- The Client is responsible for obtaining any necessary planning permission for the works and the fulfilling of statutory requirements.

ESTIMATE

- The Contractor reserves the right to increase the value of the contract due to changes in design or materials by the Client after execution of the contract and may result in change order fees. For example, but not limited to, should the labor and/or materials projected on the estimate require more labor and/or materials to complete the job, the final invoice will reflect the actual labor and/or materials used for the job. See section on Change Orders.
- Acceptance of the estimate involves acceptance of these terms and conditions of the contract documents. This represents a binding contract between the parties. It should be noted by the Client that any attempt to cancel by the Client will involve the Client being liable to cancellation fees and any loss of expenses incurred as a result at the discretion of the Contractor.

PAYMENT

- The Client accepts that he/she will pay the Contractor the full contract sum (all costs incurred) together with any tax properly chargeable upon the contract.
- A deposit is not required prior to the start date if the total cost of the project is under \$1,000. If the total cost of the project is over \$1,000 a deposit of 40% is required before work can begin. Progressive invoices may be sent as work progresses. Final Invoice will be sent after work is complete.
- The Client will pay for any extra work, or costs due to unknown difficulties or changes, which are not within the estimate.
- Payments are immediately due on receipt of invoice.
- After 30 days from the date of the invoice there will be a 5% late fee added to the total amount invoiced.
- If any balance due grows beyond 60 days past due and is placed with a third party collections firm, a collection fee of up to 50% will be added to the balance due, as well as reasonable attorney's fees and court costs, should those be necessary.

SALES TAX

- Sales Tax will be added to materials purchased by the Contractor and delivered to the Client.
- Sales Tax is calculated on the final amount of materials purchased by the Contractor.

SITE

- The Client warrants the site is free of underground problems including pipes, cables, stumps, sewage drains and waste materials. Where problems are found underground the Contractor shall be entitled to charge for additional work necessary and properly executed by the Contractor to complete the work.
- Any material, refuse or debris required to be removed from the site to execute the contract, not in the estimate, may be billed for hauling and disposal.
- In some situations the Contractor may need to be on a neighboring property to execute the contract. It is the responsibility of the Client to obtain permission for this trespass.

DELAY/DISRUPTION

- The Contractor undertakes to use all reasonable endeavors to complete the work within a reasonable time or by a specific date if agreed. Under no circumstances shall the Contractor incur any liability to the Client for any untimely performance.
- The Contractor shall not be held responsible for any delays caused by weather which makes contract execution impossible.

MATERIALS ON-SITE

- Materials delivered to site become the responsibility of the Client . The Contractor accepts no responsibility for loss, damage or expense after delivery of materials to site for any reason.
- Any material brought to, or removed from the site, excess to the Contractor's requirements remains the possession of and removable by the Contractor who shall have the right to enter the site for that purpose.

MAINTENANCE AFTER COMPLETION

- The Contractor undertakes to execute the scope of this contract. The proper maintenance of the site however passes to the Client upon practical completion, unless otherwise agreed in writing. Practical completion is deemed to take place as specified by the Contractor.

ACTING AGENTS

- The Contractor has no responsibility, or liability for structural considerations, appearance of finish features, or overall management of works where an outside party has provided advice, drawings, or supervision, unless agreed in writing prior to start of contract. It is the responsibility of the agent to bring these terms of business to the attention of the Client.

LIABILITIES

- The Contractor accepts no liability for any negligent act, omission, or any default under this contract, unless specifically agreed in writing.
- Any structural or appearance of finished features is at the discretion of the Contractor, unless agreed in writing by the Client or agent prior to the start of works. Where a written specification for the appearance of a feature is provided to the Contractor, it is the responsibility of the Client or agent to request a small sample of this finished works prior to the start of that specific feature. The Contractor is not liable for any works necessary as a consequence of such an omission. This applies to both Client and Agent.

PROMOTION

- The Client hereby authorizes the Contractor to take photographs of the Client's property for the use of promoting the Contractor Landscaping Services at the Contractor discretion and grants the Contractor the sole right in the intellectual property of any such photographs.

INDEMNIFICATION

- The Client agrees to indemnify, defend, and protect the Contractor from and against all lawsuits and costs of every kind pertaining to the Landscaping Services, any false information delivered by the Client pertaining to the Property, or failure to deliver relevant information by the Client.

CHANGE ORDER

- No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.
- An additional estimate will be provided to the Client for approval of the Change Order prior to the work being performed. An approved estimate from the Client is required before the additional work can be performed.

PAYMENT

We offer two main payment methods for services and tips.

PAPER CHECK

Paper checks can be mailed to 404 W South Street #2241, Nixa Mo. 65714. **Our invoices do include the credit card fees. When writing a check, please do not include that in your total, and when the check is processed, that charge will fall off. If you forget, and accidentally overpay, you'll have a credit applied to your next service.**

CREDIT CARD

We strive to provide the most convenient service possible and payments should be no exception. We provide online credit card processing through our secure online invoicing system. To ensure this process is as seamless as possible, we ask that you add your credit card information to the client portal. This makes online payment quick and convenient. If you choose not to provide a credit card, payment must be received prior to the next service. If payment is not received, service will be placed on hold until payment is made.

SORRY, NO CASH

In order to provide the most efficient and cost effective services, our crews do not accept cash at time of service. This includes tips. This is to protect our customers as well as our crews in the event there is a misunderstanding. If cash payment is your only option, a company representative will come by your home after the service to pick up the payment.

LATE PAYMENT

All invoices are "Due On Receipt". Any invoice that remains unpaid at 30 days will be assessed a 5% late fee, and all scheduled services will be placed on hold until the account is brought back into a current status.

If any balance due grows beyond 60 days past due, another late fee is assessed before being placed with a third party collections firm. After it is forwarded to collections, an additional 40% fee will be added to the balance due, possible daily interest, reporting to the three major agencies, as well as reasonable attorney's fees and court costs, should those be necessary. At that point, all communication regarding your account, and any subsequent payments, will be through them.

DECLINED CARDS

In the event that your card is declined while OOS is performing a manual entry, we will try the card again the following day. If your card does not go through a second time, one of our representatives will request another form of payment. A quick response with another form of payment will avoid late fees and impact future services.

CONVENIENCE FEES

If using a credit/debit card to pay your invoice, there is a 3.5% credit card processing fee added to the invoice. This fee is charged by the credit card processing company.

CUSTOMER SERVICE

You can leave a message for customer service at oops@ozarksos.com anytime or reach customer service at (417) 501-5017 between the hours of 8 am and 5 pm Monday thru Friday. Excluding holidays.

WARRANTY

- Newly installed landscape plants will suffer transplant shock, particularly during the hot summer months. It is imperative that plants receive proper care, so as to minimize stress. Upon installation or purchase it is then the responsibility of the Client to supply the plant with sufficient water and fertilizer (as needed) during their growing season to keep them healthy. Trees, shrubs and plants are warranted for thirty (30) days from date of installation, and will be replaced once within the warranty period, should they die.
- Limited Warranty:

Your landscape installation is accompanied with a thirty (30) days from date of installation limited warranty on the trees, shrubs, and plants installed by the Contractor.

 - Trees, shrubs, and plants will be replaced once only. Replacements are not warranted.
 - Trees, shrubs, and plants covered under the thirty (30) days from the date of installation warranty will be replaced with the same or similar tree, shrub, or plant at no additional cost to the customer. The labor to remove warranted tree, shrub, or plant and installation of new tree, shrubs, or plant are not covered under this limited warranty and will be subjected to a \$60 per hour charge.
 - The Contractor will make warranty replacements during the optimum planting seasons: spring and fall. Typically, replacements will take place between April 1st through May 31st.
 - Deciduous trees 2" caliper or larger and conifers 6' or larger are excluded from the full labor warranty. These trees will have a planting charge the same as the original labor charge.
 - This warranty cannot be transferred.
 - There will be no cash refunds.
 - The Contractor assumes no liability for replacement of trees, shrubs, and plants damaged by lack of care, water by Client, animal or pests, insect infestation, acts of nature, vandalism, weather conditions, or other conditions beyond our control, nor will we replace trees, shrubs or plants experiencing "seasonal die-back", when pruning and proper care will restore them to health.
 - The Contractor cannot warranty against weed growth in mulch or topsoil beds, due to the germination of dormant seeds prevalent in the soil.
 - Deciduous trees and shrubs must be given until May 15th to leaf out before calling for warranty replacements. There are certain varieties of trees and shrubs, which generally should not be planted in the fall. A partial list of these includes: Birch, Flowering Dogwood, Redbud, Red Oak, Scotch Pine, Azaleas, Boxwoods, Groundcovers, Hollies, and Rhododendrons because of the aforementioned trees, shrubs and plants are sensitive in nature, we do not offer a warranty.
 - This warranty shall be void and will not apply to any plants which were originally installed by the Contractor, then subsequently repaired, adjusted, moved or modified by an individual or entity other than the Contractor.
 - Annuals and transplanted plant material are NOT covered under this or any other Warranty.
 - The foregoing is the sole warranty for work provided by the Contractor. The Contractor will not be liable for any other warranties, expressed or implied. All other warranties are excluded, including the implied warranties of merchantability and fitness for a particular purpose. There are no other warranties, which extend beyond the description of the face hereof.
 - The Contractor will have no liability under any circumstances for indirect, special, incidental, liquidated, or consequential damages.
 - This warranty shall be construed and applied according to Missouri law.
 - No agent, salesman, or installer may change the terms of this warranty either orally or in writing.
 - Sod and seed are not covered under this warranty.