

TerraGreen Outdoor Solutions, LLC  
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**Terms Of Service**  
**Revised 09/12/2023**

Thank you for choosing TerraGreen Outdoor Solutions! Below are the Terms of Service, please review prior to your scheduled service date. All references to "Client" in this document refer directly to the person(s) who have approved a quote from, and authorized work to be completed by TerraGreen Outdoor Solutions, LLC. By approving a quote from TerraGreen Outdoor Solutions, LLC, you authorize access to the listed property, for the listed work to be completed, And agrees to abide by the Terms or Service, as listed below.

**Preparing for Service** - Client agrees to prepare the work site prior to or on the scheduled date of service. This includes:

- Unlocking gates and access points on the property and keeping pets, other animals, contained and away from the work site.
- Removal of all temporary or movable objects, including pots, decorations, toys, grills, furniture, vehicles, etc, to a safe distance from the work zone and access points. TerraGreen Outdoor Solutions, LLC is not responsible for damage to property left within the workzone and access points.
- Remove hazardous waste including animal feces, fuels, oil, or other hazardous or combustible materials from the work zone and access points. A minimum of a \$250 charge will be applied to the final invoice if hazardous materials have to be moved or handled by employees of TerraGreen Outdoor Solutions, LLC
- Identifying and marking private utilities such as sprinklers, low voltage landscape lighting, septic tanks, propane lines, and all other underground structures or utilities present on the property. TerraGreen Outdoor Solutions, LLC is not responsible for damage or cost of repairs to unmarked or inaccurately marked private utilities.

**Scheduling** - Work is scheduled on a 7-10 day rolling schedule, to account for variable weather and working conditions. Client will receive a booking reminder or other communication when their work has been scheduled. TerraGreen Outdoor Solutions, LLC reserves the right to reschedule any work at any time, due to weather, safety concerns, or other factors that may affect the completion of scheduled work.

Client may also have their work rescheduled if TerraGreen Outdoor Solutions, LLC in cases of storm/wind damage, or large scale weather events that require an immediate or emergency service response.

**Change Orders** - Any job which the client **REQUESTS** a modification to materials, labor, design, etc, **AFTER** accepting the related quote and/or providing a deposit, will be considered a change order. Client is responsible for all costs associated with the change order as well as a change order fee. Change orders are subject to a change order fee up to 20% of the total job cost prior to the change order.

Any job which **REQUIRES** a modification to materials, labor, design, etc, which are **necessary** to complete the listed work safely and appropriately, will be considered a change order. All change orders are subject to a change order fee. Client is responsible for all costs associated with the change order as well as a change order fee. Change orders are subject to a change order fee up to 20% of the total job cost prior to the change order.

**Safety** - TerraGreen Outdoor Solutions, LLC employees shall be the only individuals within a drop zone, work zone, or active work site without express permission. TerraGreen Outdoor Solutions, LLC employees may require that individuals on the property remain inside the home or structure, or direct individuals away from work areas as necessary for safety. Client agrees to follow all requests or directions related to maintaining jobsite safety.

**Payment-** The full balance for all services is due on the date of service unless other specific and written arrangements have been made and approved by TerraGreen Outdoor Solutions, LLC. Accepted Payments include cash, check, or credit/debit card payments via Jobber.

Client agrees to pay a 10% initial late fee plus \$5 per day on the unpaid balance after 5 (Five) days from the service date.

**Deposits and Down Payments** - All landscape projects require a 50% deposit on the total cost of the project to cover materials and other related costs. At the discretion of TerraGreen Outdoor Solutions, LLC, other projects and services may require up to a 50% deposit. All Deposits are non-refundable. All deposits are paid via credit or debit card through our Jobber application.

**Client Cancellations** - Client may reschedule work as necessary and without penalty **unless** the cancellation is within 72 hours of the scheduled service date. TerraGreen Outdoor Solutions, LLC reserves the right to charge a rescheduling fee up to 25% of the total cost of the service if scheduled work is rescheduled within 72 hours of the scheduled service date.

**Plant Material Warranty** - All containerized trees, shrubs, and perennial plant specimens carry a one-time replacement warranty, for 6 months following the date the specimen was planted, with the following exclusions:

- Client Refusal of soil test prior to planting
- When Vandalism or Intentional Damage to the specimen is present
- The Specimen has been replanted or moved from the original planting site
- Specimens damaged by high winds, fire, flooding, storms, or other weather events or acts of god

\*The plant material warranty covers materials only. Labor charges apply on all warranty work.

### **Landscape/Hardscape Warranty**

Retaining Walls and Paver Patios carry a 2-year warranty on materials and labor, with the following exclusions:

- When Vandalism or Intentional Damage is present
- When damage occurs due to negligence or inappropriate utilization of the structure(s)
- If ANY alterations have been made to the building materials, the completed retaining wall or paver patio, or the immediate area, by anyone other than TerraGreen Outdoor Solutions, LLC
- Damaged by high winds, fire, flooding, storms, or other weather events or acts of god
- Client requires the use of salvaged, damaged, or used building materials to complete the retaining wall or paver patio construction

**Balled and Burlapped (B&B) and Bare Root plant specimens are not warrantied, unless explicitly stated, in writing, and sign by an authorized representative of TerraGreen Outdoor Solutions, LLC.**

**Emergency and Storm Damage Services** - TerraGreen Outdoor Solutions, LLC will provide emergency and storm damage quotes and services directly to the client. The Client will be billed directly for the services and the client is responsible for payment of the full balance for services provided, regardless of insurance reimbursement rates. TerraGreen Outdoor Solutions, LLC does not negotiate or communicate directly with insurance companies in regard to storm damage or emergency service costs and payments.

TerraGreen Outdoor Solutions, LLC will provide the client with a digital or written, onsite estimate for services when responding to storm damage or emergency service requests prior to beginning any work. Any client who accepts an estimate/quote does authorize TerraGreen Outdoor Solutions, LLC to provide Emergency or Storm Damage Services for the listed work on the approved quote. Client agrees to pay a 20% NON-REFUNDABLE deposit upon accepting the quote for listed work.

All storm and wind damage calls are prioritized and the client should expect a reasonable wait for service during large storm or wind events that cause widespread damage.