

Elite Landscapes, LLC

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Terms and Conditions for Landscape Construction & Seasonal Services

These Terms and Conditions ("Agreement") govern all landscape construction, lawn care, and seasonal services provided by **Elite Landscapes, LLC** ("Contractor," "we," "us," or "our") to the client ("Client," "you," or "your"). By engaging our services, you agree to the following terms:

1. Scope of Work

Contractor agrees to perform services as described in the project proposal or estimate, which may include but are not limited to:

- Paver patio installation
- Retaining wall construction
- Drainage solutions (grading, French drains, dry wells, etc.)
- Lawn repair and installation (seeding, sodding, straw application)
- Aeration and lawn services
- General landscape construction and site preparation
- Snow plowing and de-icing/salting

Changes to the scope of work must be approved in writing.

2. Estimates and Pricing

- Estimates are valid for 30 days unless otherwise noted.

- Pricing may change due to material cost increases, scope modifications, or unforeseen site conditions.
 - All changes must be documented and approved in writing.
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3. Payment Terms

- A deposit of 25–50% is due upon signing.
 - Progress payments may be required for larger projects.
 - Remaining balance is due upon project completion and client approval.
 - Late payments are subject to a 5% fee after 10 days.
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4. Scheduling and Delays

Project dates may change due to weather, material delays, or site conditions. We will notify you of any significant delays.

5. Site Access and Utilities

Client agrees to provide:

- Reasonable access to the worksite
- Water and electricity as needed
- Notification of underground utilities, irrigation, or obstructions

We are not liable for damage to unmarked or improperly marked underground systems.

6. Materials and Warranties

- Materials are selected based on quality and suitability.
 - Manufacturer warranties apply where available.
 - Workmanship is warrantied for 1 year from completion.
 - **New plant material is warrantied for 1 year** if properly watered and cared for.
 - **No warranty is provided** for:
 - Onsite plant transplants
 - Seed/straw installs without a maintenance agreement
 - Warranty does not cover damage by weather, animals, or third parties.
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7. Drainage Disclaimer

Drainage solutions are designed using best practices. Contractor is not liable for issues caused by:

- Future changes to neighboring properties
 - Severe weather
 - Improper maintenance
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8. Lawn Services and Aeration

- Lawn results depend on watering, weather, and soil conditions.
 - We are not liable for failed results unless a maintenance agreement is in place.
 - **Aeration disclaimer:** Contractor is not responsible for damage to sprinkler heads, landscape lighting, or shallow utility lines if they are unmarked.
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9. Snow Services

- Snow removal and salting services reduce slip risk but do not eliminate it.
 - **We are not responsible for slips, falls, or accidents** on treated or untreated surfaces.
 - Client is responsible for monitoring between service visits.
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10. Permits and Approvals

Client is responsible for obtaining required permits or HOA approvals unless otherwise stated in writing.

11. Limitation of Liability

Contractor is not liable for:

- Indirect, incidental, or consequential damages
 - Damages exceeding the total contract value
 - Issues caused by third-party contractors or materials not supplied by us
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12. Termination & Cancellation

Either party may terminate with **7 days' written notice**. The Client is responsible for:

- All work completed to date
- Materials ordered or delivered
- Restocking or trip charges if applicable

Same-day cancellations may result in a trip or cancellation fee.

13. Dispute Resolution

Disputes will first be addressed through mediation. If unresolved, they may be taken to a court of competent jurisdiction.

14. Governing Law

This Agreement is governed by the laws of the **State of Michigan**.

15. Entire Agreement

This document, along with any attached proposal or estimate, forms the full agreement between Contractor and Client. Verbal modifications are not valid unless confirmed in writing by both parties.

Acknowledgment and Acceptance

By accepting a proposal or engaging our services, the Client acknowledges that they have read, understood, and agreed to the Terms and Conditions set forth herein.

Client Signature: _____

Date: _____