

All Green Lawn & Landscaping, Inc.

PO Box 97 Adelphia, NJ 07710

TEL: (732) 333-1991

FAX: (732) 333-1612

EMAIL: AGLL07728@gmail.com

LICENSE NO.: 13VH05361600

CONTRACT TERMS

This is an agreement ("Agreement") between ("Client") and **All Green Lawn & Landscaping, Inc.** ("Contractor"). Under the terms set forth below, Client agrees to retain and pay for the labor, material and services of Contractor in preparing and constructing the landscaping and/or brick paving and/or retaining wall design (the "Project") as set forth in the Project Description, and Contractor agrees to render such services. As consideration, Client agrees to pay Contractor the amount shown as "Total" in the Project Description ("Contract Price") in exchange for performing the services described in the Project Description. The parties further agree as follows:

PAYMENTS

All deposits are non-refundable. Client will pay Contractor twenty percent (20%) of the Contract Price upon the execution of this Agreement. Client will thereafter pay Contractor thirty percent (30%) of the Contract Price the day work begins. Client will pay forty percent (40%) when work is substantially complete, as determined by Contractor, in its sole and complete discretion. The balance of ten percent (10%) shall be due upon final completion of all work under this Agreement. Time shall be of the essence with respect to all payments due pursuant to this Agreement. If full payment is not received by Contractor within fifteen (15) days of any invoice in accordance with the schedule set forth above, then in addition to all other remedies available to Contractor, interest will accrue on the remaining balance at a rate of one and one half percent (1.5%) per month. Failure by Client to pay any balance within thirty (30) days will constitute a breach of this Agreement. Upon breach of this Agreement, Client agrees to pay all costs of collecting any remaining balance(s), including court costs and expenses and attorney's fees. No warranties will be issued or be applicable in any manner or fashion until full payment is received.

BRICK PAVING / RETAINING WALLS

Contractor warrants that brick paving or retaining wall material used per the Project Description will be free from defects and the installation will be functional for a period of two (2) years from the date of completion of the Contract, provided the installation was used as was intended when the Agreement was designed, and was not misused, or otherwise subject to act of God or extreme conditions (i.e. flood, fire, hurricane or other severe conditions). Any repairs/replacements made to any installation after expiration of the warranty will be made at Client's expense. Any repairs made to any installation by any party other than Contractor voids the limited warranty contained in this Paragraph being offered by Contractor. No other warranties, express or implied, are being made by Contractor.

PLANTS

Contractor will offer one-time only replacement of any tree, shrub, evergreen or woody vine that has died within one (1) year from the date of installation provided the plant has been cared for as instructed, and not misused, or otherwise subject to act of God or extreme conditions (i.e. flood, fire, hurricane or other severe conditions as set forth herein). In addition, Contractor will not replace plants killed by animals, rodents, insects, mechanical damage, neglect, natural disasters or other reasons over which Contractor has no control, including the over- or under-watering of plants after installation. This limited warranty does not cover annuals, small perennials, ground covers, wildflowers, seeds, bulbs, roses and non-winter hardy plants. In such event, an additional labor charge for plant removal and reinstallation will apply. Any irrigation installed by irrigation contractor other than All Greens house contractor voids warranty. Any repairs/replacements made to any installation after expiration of the warranty will be made at Client's expense. Any repairs made to any installation by any party other than Contractor voids the limited warranty contained in this Paragraph being offered by Contractor. No other warranties, express or implied, are being made by Contractor.

LAWN INSTALLATION

Contractor installs lawns according to common industry practices, using quality grass seed, applied at a rate of at least that of the manufacturer's recommendation. It is the responsibility of the Client to ensure that rough grades have been established according to municipal drainage plans and within 2" of finished grade. Once seeded, Contractor has no control over weather, watering or other cultural practices of Client. Responsibility for the long-term health of their lawn resides with the Client. Improper watering techniques will have negative consequences on the health of the lawn especially during times of drought or other types of inclement weather. Therefore Contractor cannot guarantee the germination rate of seed, or general success of the seeding. Repairs done on a seeding project are done at the expense of Client. Contractor also cannot accept responsibility for settling due to new construction, utility lines or any other excavations not performed by or supervised by Contractor.

DAMAGES

Any damage to existing irrigation, electrical, or drainage in the field of the work area, will be the responsibility of the homeowner. Contractor will not be held responsible for any repairs unless specified in the work description. Damage to sidewalks or driveways will also be the responsibility of the homeowner unless specifically noted in the work description. Damages to turf areas around the work area and on property as a result of equipment or debris, or materials will be raked and seeded. Sod can be installed upon request at an additional charge.

CHANGES

Contractor will make reasonable efforts to complete the Project Description as designed pursuant to this Agreement. Circumstances may arise beyond the control of Contractor that may prevent construction of the Project exactly as planned. Contractor will make reasonable efforts to minimize this impact on the design and construction. Client acknowledges this possibility and accepts the action Contractor will take to minimize the potential change in design. If Client wishes to change any part of the installation after this Agreement is signed, but prior to commencement of installation, which results in additional material or labor costs for Contractor or results in delays in the completion of the Project, said costs will be added to the remaining balance of the Contract Price and billed as part of the original Agreement. Any changes in the design or Project, whether the changes result in additional time, cost, or otherwise, must be made in writing and signed by both parties, using a Change Order Form. Each Change Order Form generated at the request of Client during installation will result in a \$100.00 charge, in addition to any additional charges for materials or labor that are incurred by Contractor as a result of the change. The \$100.00 charge will apply regardless of the impact of the change on labor or material costs.

PERMITS

Client is responsible for securing all necessary permits. Client shall hold Contractor harmless in all respects for any code violation(s), fines or other action taken by any municipality in connection with Client's failure to secure all necessary permits and approvals.

PROJECT START AND COMPLETION

An estimate of the number of days to complete the contracted work and an expected start date are provided as a courtesy. There may be delays in the beginning date and completion date due to poor weather or other circumstances beyond the control of Contractor or otherwise. Any such delays will not alter or invalidate any part of this Agreement, nor will they entitle Client to additional rights or remedies.

TERMINATION

This Agreement may be canceled by Client by mailing written notice to Contractor before midnight the third business day after Client has signed this Agreement. If after that time Client wishes to terminate this Agreement, Client must give Contractor five (5) days advance written notice. Contractor will retain any monies paid by Client up to the effective date of termination, and is entitled to any expenses for materials or other expenses incurred by Contractor.

ESTIMATES

Contractor will make reasonable effort to accurately estimate the materials needed to complete the Project. However, Client acknowledges that there may be differences between the estimate and the final price. If the actual price is less than the estimated Contract Price, that amount will be discounted on the final payment due Contractor. If the actual price is more than the estimated Contract Price, that additional amount will be added to the final payment due Contractor. Client will pay Contractor all additional amounts.

NOTICE OF LIEN RIGHTS

As dictated by New Jersey Construction Lien Law, any contractor, subcontractor or supplier who provides work, services, material or equipment pursuant to a contract, shall be entitled to a lien for the value of the work or services performed, or materials or equipment furnished in accordance with the contract and based upon the contract price. The lien shall attach to the interest of the owner in the real property. If a tenant contracts for improvement of the real property and the contract for improvement has not been authorized in writing by the owner of a fee simple interest in the improved real property, the lien shall attach only to the leasehold interest of the tenant.

MISCELLANEOUS

The failure of Contractor to enforce any right accruing under this Agreement shall not be construed as a waiver of a subsequent right of Contractor to enforce the same or any other right, term or condition. This Agreement shall be interpreted and enforced in accordance with the laws of the State of New Jersey and the Client expressly consents to the jurisdiction of the Superior Court, State of New Jersey, Monmouth County. This Agreement sets forth the entire understanding between Contractor and Client, all prior negotiations or alleged understandings with respect thereto are merged herein, and no amendment to or modification of this Agreement or any provision hereof shall be binding upon Contractor or Client unless confirmed by a written instrument signed by both parties.



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CLIENT SIGNATURE

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ALL GREEN LAWN & LANDSCAPING, INC.
BY: BRAD SCHWARK, PRESIDENT

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DATE

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DATE