

Benz & Ravella Landscape Company

125 Buffalo Rd N • Washington, PA 15301 • Phone: 724-345-8415

E-Mail: benz.ravella@gmail.com • PA # 073000

Fully insured - Erie Insurance Group



CONTRACT TERMS AND CONDITIONS

This is an agreement between "Customer", as stated on proposal, and Benz & Ravella Landscape Company, LLC ("Benz & Ravella"). Under the terms set forth below, Customer agrees to purchase the services of Benz & Ravella in preparing and constructing the landscaping and/or hardscape as set forth in the Project Description, and Benz & Ravella agrees to render such services in workman-like manner and in compliance with all building codes and other applicable laws. Start date is pending on project acceptance and will be completed as specified in proposal. As consideration, Customer agrees to pay Benz & Ravella the amount shown as "Total" in the Project Description in exchange for performing the services described in the Proposal. The parties further agree as follows:

PAYMENTS

All deposits are non-refundable. Customer will pay Benz & Ravella 33% of the Contract Price upon acceptance of the Proposal. Benz & Ravella will invoice Customer for the remaining balance when work is substantially complete, as determined by Benz & Ravella. Customer shall pay the invoice within 15 days of the invoice date. If the total balance is not received by Benz & Ravella by the end of the 15-day period, Customer will pay interest on that balance at a rate of 1.5% per month. Failure by Customer to pay the remaining balance within 105 days will constitute breach of this agreement. Upon breach of this agreement, Customer agrees to pay all costs of collecting any remaining balances, including attorney's fees. No warranties will be issued until full payment is received with a warranty beginning date retroactive to the date of project completion.

HARDSCAPES/RETAINING WALLS

Benz & Ravella warrants that brick paving or retaining wall material used in this contract 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 Contract was designed, and was not misused. Any repairs/replacements made to any installation after expiration of the warranty will be made at Customer's expense. Any repairs made to any installation by any party other than Benz & Ravella voids any warranties offered by Benz & Ravella.

PLANTS

Benz & Ravella 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. Benz & Ravella will not replace plants killed by animals, rodents, insects, mechanical damage, neglect, natural disasters or other reasons over which Benz & Ravella has no control. This warranty does not cover annuals, small perennials, wildflowers, seeds, bulbs, and non-winter hardy plants. An additional labor charge for plant removal and reinstallation will apply. Any repairs/replacements made to any installation after expiration of the warranty will be made at Customer's expense. Any repairs made to any installation by any party other than Benz & Ravella voids any warranties offered by Benz & Ravella.

LAWN INSTALLATION

Benz & Ravella 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 Customer to ensure that rough grades have been established according to municipal drainage plans and within 2" of finished grade. Once seeded, Benz & Ravella has no control over weather, watering or other cultural practices of Customer. Therefore Benz & Ravella 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 Customer. Benz & Ravella also cannot accept responsibility for settling due to new construction, utility lines or any other excavations not performed by or supervised by Benz & Ravella.

CHANGES

Benz & Ravella will make reasonable efforts to complete the Contract as designed. Circumstances may arise beyond the control of Benz & Ravella that may prevent construction of the Contract exactly as planned. Benz & Ravella will make reasonable efforts to minimize this impact on the design and construction. Customer acknowledges this possibility and accepts the action Benz & Ravella will take to minimize the potential change in design. If Customer 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 Benz & Ravella or results in delays in the



completion of the Contract, said costs will be added to the remaining balance of the Contract and billed as part of the original Contract. Any changes in the design or Contract, whether the changes result in additional time, cost, or neither, must be made in writing and signed by both parties.

PERMITS

Customer is responsible for securing all necessary permits. Unless specified in writing, Benz & Ravella is not responsible for code violation made at Customer request.

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 Benz & Ravella. Those delays will not alter or invalidate any part of this Contract, nor will they entitle Customer to additional rights under the Contract.

TERMINATION

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

ESTIMATES

Benz & Ravella will make reasonable effort to accurately estimate the materials needed to complete the Contract. However, Customer 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 to Benz & Ravella. If the actual price is more than the estimated Contract Price, that additional amount will be added to the final payment due to Benz & Ravella. Customer will pay Benz & Ravella that additional amount.

ADDITIONAL TERMS

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, but not limited to, subsurface utilities, boulders, bedrock, 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.

The Contractor is responsible for contacting PA One Call, which is the underground utility locating service in Pennsylvania. The Contractor shall not be held liable for property damage to all secondary underground utilities not marked (i.e. but not limited to, gas lines, irrigation lines, cables, underground electric, etc.) or any hidden obstructions.

The Customer is held responsible for marking all property boundaries.

The failure of Benz & Ravella to enforce any right accruing under this agreement shall not be construed as a waiver of a subsequent right of Benz & Ravella 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 Pennsylvania.

SIGNED:

----- Co-Owner

----- Client

----- Date