**K2 Landscaping**

<https://www.k2landscaping.com/>(509) 710 – 0028

Terms and Conditions
2023

The following Terms & Conditions apply to any work performed and materials supplied by K2 Landscaping, LLC (hereby referred to as “Contractor”) and are incorporated into the estimate/invoice (“Invoice”) provided to you (“Customer”) and shall govern unless expressly modified or excluded in writing by both parties. Upon Customer’s signing of the Invoice, the Invoice, together with these Terms & Conditions, form a binding contract between the parties.

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

WHEREAS, the Customer desires to retain the services of the Contractor to render landscaping services conforming to the Customer’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 Customer (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

Scope of Work
The estimate/contract documents shall contain the estimate, the specification plans, and any other document referred to in the estimate.

The Contractor shall carry out and complete landscape works described in the Invoice/Estimate and shall have no obligation to execute any additional work unless otherwise agreed in writing between the parties. If there is any discrepancy between any specification and any drawing, the description contained in specifications shall prevail over the drawing.

Permit
The Contractor is responsible for obtaining any necessary permits or consents required for any work to be performed by Contractor under the Invoice (both governmental and private). Contractor represents and warrants to Customer that all permits and consents have been obtained prior to the scheduled commencement of any work and that the work contained in the Invoice is permitted by all applicable laws. The cost of all permits will be passed on to the Customer.

# Estimate/Invoice

The Invoice provided for landscaping or any other service is valid for 30 days from the time made by the Contractor.

The Contractor reserves the right to increase the value of the contract due to changes in design or materials by the Customer after execution of the contract and may result in change order fees. See section on Change Orders.

Acceptance of the Invoice expressly constitutes acceptance of these Terms & Conditions and represents a binding contract between the parties. It should be noted by the Customer 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.

# PaymentCustomer shall pay the Contractor the full amount of the Invoice, including all taxes and fees as follows: (1) 40% down upon signing of the Invoice by the Customer, with the balance due upon completion of the work described in the Invoice. (2) 40% deposit down upon signing of the Invoice by the Customer, progressive invoices will be sent as work progresses, and the remaining balance due immediately upon completion of the work described in the Invoice. If Customer fails to make payment within 14 days of the due date, the past due balance shall accrue interest at the annual rate of 18% or the highest rate permitted by, whichever is lower.

The Customer will pay for any extra work, or costs due to unknown difficulties or changes, which are not within the estimate.

Customer Representation and Obligations
The Customer warrants the site is free of underground condition including, without limitation pipes, cables, stumps, sprinklers, invisible fence, sewage drains and waste materials except as specifically disclosed to Contractor prior to the signing of the Estimate. Where latent/underground problems exist the Contractor shall be entitled to charge for additional work/supplies/equipment necessary to complete the work or may suspend the work until the condition has been remedied. Customer shall provide the Contractor with electricity and water. 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 dumping. 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 will use all reasonable efforts and endeavors to complete the work within a reasonable time or by a specific date if agreed. However, the Contractor shall not be liable for any delay in the completion of the work under the Invoice.

The Contractor shall not be liable for any delays caused by weather which make contract execution impossible.

Materials On-Site
Materials delivered to site become the responsibility of the Customer. 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, that are in excess to the Contractor’s requirements under the Invoice remain the property of and be removable by the Contractor who shall have the right to enter the site for that purpose.

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 Customer.

Promotion
The Customer hereby authorizes the Contractor to take photographs of the Customer’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

Change Order
No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

Maintenance after Completion
The Contractor is only obligated to perform the work specified in the Invoice. The proper maintenance of the site shall be the obligation of the Customer following completion of the work by Contractor, unless otherwise agreed in writing by the parties.

Warranties and Exclusions
Newly installed landscape plants will suffer transplant shock, particularly during the hot summer months. It is imperative that plants receive proper care to minimize stress. Upon installation or purchase it is then the responsibility of the owner to supply the plant with sufficient water and fertilizer (as needed) during their growing season to keep them healthy. Trees and shrubs are warranted for one year 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 1 year limited warranty on the trees and shrubs installed by the Contractor.

* Plants will be replaced once only. Replacements are not warranted.
* During the one-year warranty period, The Contractor will visit the site a maximum of two times to remove and replace dead plant material. If necessary, The Contractor will visit the site one additional time during the one-year warranty period to remove dead plants only. This corresponds to three visits to the site at no charge during the one-year warranty period. All trips to the site in excess of these three to either remove dead plants or install replacements will be billed at $45.00 per hour.
* This warranty will be permanently voided on past due accounts. Upon full payment, the warranty may be reinstated, at the Contractor’s option, for the remainder of the original warranty period. The charge for reinstatement will be $100.00.
* The Contractor will make warranty replacements during the optimum planting seasons: spring and fall. Typically, replacements will take place between April 1st through May 31th.
* 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 plants killed or damaged by pests, insect infestation, abnormal weather conditions, or other conditions beyond our control, nor will we replace 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.
* This warranty specifically excludes replacements for the following varieties: Flowering Dogwoods, White Pines, Groundcovers, Perennials, and Rhododendrons
* 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.
* 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. AIl 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 Washington 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.

THE WARRANTY SET FOR IN THIS SECTION IS STRICTLY LIMITED TO ITS TERMS AND IS (TO THE EXTENT PERMITTED BY LAW) IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, SPECIFICALLY EXCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

# Damages

Under no circumstances shall Contractor be liable for any special, incidental, or consequential damages.