

Landscaping Terms & Conditions

Acceptance: This proposal may be withdrawn by Ben Wankerl Enterprises LLC if not accepted/agreed upon within 30 days. By signing proposal/contract, the customer agrees to all terms and conditions listed within the contract and attached terms and conditions. Ben Wankerl Enterprises LLC is authorized to do the work as described within this proposal/contract. Ben Wankerl Enterprises LLC will keep in contact with the customer regarding the anticipated project start date and will request the deposit to be paid within 2 weeks of the anticipated start date. By signing, the customer agrees to all terms and conditions listed within this contract.

Payment Terms: For projects over \$3,000, a deposit of 50% is required prior to work starting, and the remaining balance shall be invoiced at project completion. For projects over \$30,000, a 50% deposit is required prior to work starting. At the halfway mark of the project (if over 30 days duration), an additional 25% will be invoiced, with the remaining 25% due at completion. For projects over \$100,000 a deposit of 30% is required prior to start of project. The remaining balance will be billed monthly based on the progression percentage of completion. In the event of not being able to finish prior to winter, completed work will be billed accordingly. Work will resume in the spring, and will be billed monthly according to progression, or when completed entirely. Full, or any remaining balance due payment is required to be paid after completion. If payment in full is not received within 30 days from the invoice date, a finance charge of 1% per month (12% APR), will be added to the total balance due.

Late Payment Terms: Once you are past due 30 days or more, we reserve the right to stop service. A service charge of \$30.00 will be charged for any returned check. The customer will be responsible for all costs of collection, including without limitation, court costs and attorney fees, if it becomes necessary for Ben Wankerl Enterprises LLC to resort to legal measures to collect any amount owed under this agreement. Ben Wankerl Enterprises reserves the right to place a lien against the property owner, and property if invoices are not paid, within 45 days of the invoice date.

Lien Notice: As required by the Wisconsin construction lien law, Ben Wankerl Enterprises LLC hereby notifies owner that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the Ben Wankerl Enterprises LLC, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, the owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Ben Wankerl Enterprises LLC agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.

Provision For Cancellation: Either party may terminate this agreement at any time with a Seven (7) day advance written, or electronic notice. The cancellation date will be the day such notice is received, with the completion of a contract annulment form supplied by Ben Wankerl Enterprises LLC if needed. In the event of cancellation, the owner will be responsible for all costs of services rendered, and/or materials ordered and/or installed up to the cancellation date.

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Final invoice to be sent to the owner within 30 days after notification for the balance due. If, after the contract is agreed upon, the customer wishes to cancel the contract, a nonrefundable cancellation fee of \$350 including tax will be applied, and payable within 15 days of invoice date.

Warranty: For accounts paid in full, a 1-year warranty from invoice date exists on installed craftsmanship. Products carry the manufacturer's warranty where applicable and may vary. Plants are guaranteed to be alive when planted, Ben Wankerl Enterprises LLC will try their best to install premium healthy plants. Plants, shrubs, flowers, sod, grass, and/or grass seed are not guaranteed as survival is dependent on care given after installation and continuing forward. Events that are out of control of Ben Wankerl Enterprises LLC such as weather may influence plants and are not guaranteed. Additionally, many factors that are out of Ben Wankerl Enterprises LLC's control affect such survival.

Paved Surface Damage: Delivering or piling materials in the city street is illegal in most areas. If this is applicable for your project, Ben Wankerl Enterprises LLC will be delivering or piling materials in your personal driveway. Ben Wankerl Enterprises LLC is not responsible for any damage to your driveway during delivery of said materials for your project, collecting, or transporting materials into the landscaped areas, or for removal and disposal. Ben Wankerl Enterprises LLC holds no responsibility for any damage caused to pavement areas, by trucks, equipment, or materials. Materials may need to be placed on paved surfaces for access to the work area, scratches, scuffs, rubber marks may appear. Ben Wankerl Enterprises LLC is not responsible for repair/cleaning of said marks, scratches, scuffs, etc.

Additions & Revisions: Any changes, or additions not agreed to in this contract, will be billed at an hourly rate per man hour, and machine hour (if applicable), and shall be referred to as a change order.

Scheduling: Projects are scheduled upon the date of receiving the signed estimate or contract. Ben Wankerl Enterprises LLC will keep in contact with the property owner regarding an approximate start date. Sometimes, our schedule may need to be adjusted due to weather, delays, or backorders. Anticipated start dates communicated verbally and/or, written are a projected date, and are subject to change without notice.

Photos & Video: Ben Wankerl Enterprises LLC reserves the right to take photographs & videos of their work and portions of the customer's property, via camera, as well as drone for advertising and training.

Acts of God: Strikes, accidents, incidents, inclement weather, or other "acts of God" which cause damage to Ben Wankerl Enterprises LLC's work, plants, grass, materials, etc. are out of Ben Wankerl Enterprises LLC's control and are not guaranteed if such acts occur. Such acts do not constitute negligence, or nonperformance by Ben Wankerl Enterprises LLC.

Materials: Price includes supplying and delivering materials needed for project, as well as disposal of removed materials

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Utilities: Ben Wankerl Enterprises LLC will call Diggers Hotline prior to the start of projects to mark public utilities (electric, gas, and cable lines, wires, pipes). Diggers Hotline will not mark private utilities including, but not limited to drain tile/pipes, lighting, private power wires, dog fences, robotic mower fences, irrigation lines and heads, septic lines, pool equipment lines, etc. Ben Wankerl Enterprises LLC cannot be held responsible for damage to and/or repair of unmarked, or mismarked utilities on site, public or private. Marking of all private utilities on the site prior to start of the project is the responsibility of the property owner.

Pricing: In some cases, there may be a low to high price range, such a range will be identified in the estimate, and price may vary as described within.