

Terms and Conditions for Four Season Landscape

Effective Date: [11/2024]

These Terms and Conditions (“Agreement”) govern the use of the services provided by Four Season Landscape (“Company”, “We”, “Us”, or “Our”). By requesting or engaging in services from Four Season Landscape, you (“Client”, “You”, or “Your”) agree to be bound by these Terms and Conditions.

1. Services Provided

Four Season Landscape offers a variety of landscaping services, including but not limited to:

- Lawn care and maintenance
- Landscape design and installation
- Irrigation system installation and maintenance
- Seasonal cleanup
- Tree and shrub care
- Hardscaping (patios, retaining walls, etc.)
- Softscaping (plantings, garden beds, mulching, etc.)

The exact scope of services will be specified in the agreement between the client and Four Season Landscape for each project.

2. Service Fees & Payment Terms

- **Pricing:** Pricing for services is provided in advance, either as a fixed price or based on hourly rates, depending on the service rendered.
- **Estimates:** A written estimate will be provided to the client prior to the commencement of work. Estimates are subject to change based on unforeseen circumstances or additional work required.
- **Payment Terms:** Payment is due upon completion of services, unless otherwise agreed. Late payments may incur a [10%] late fee per month.
- **Deposits:**
 - For **maintenance contracts** or any service totaling over **\$1,500**, a **10% deposit** is required prior to the start of work.
 - For **landscape installation projects** totaling over **\$1,500**, a **50% deposit** is required prior to the commencement of work. The remaining balance is due upon completion.
- **Final Payment:** All invoices are due within [7 days] of completion of the work or invoiced date for monthly contract services unless otherwise stated within the agreed terms of the agreed upon contract. Any outstanding balances after the agreed upon terms period will incur an additional \$5 charge.

- **Payment Methods:** Payments can be made by [list accepted payment methods, e.g., check, credit card, ACH transfer, etc.].
- **Act of Non-Payment:** The act of non-payment creates a lien in favor of Four Seasons Landscaping Company Inc.. in any and all equipment and property of the Client in the possession of the Contractor Inc. as well as in the Work in progress as at the date of termination. Four Seasons Landscape Company Inc. shall be at liberty to retain possession of the same pending payment in full.

3. Company Responsibilities

Four Season Landscape agrees to the following responsibilities in the course of providing services:

- **Quality of Work:** The Company is responsible for ensuring that all services are performed in a professional and workmanlike manner, in accordance with industry standards and best practices.
- **Safety:** The Company will take all reasonable precautions to ensure the safety of its employees, subcontractors, and the client's property during the performance of services. This includes compliance with all applicable safety regulations.
- **Permits & Regulations:** The Company will obtain and ensure compliance with any necessary permits or licenses required for the execution of the project, unless otherwise agreed upon with the client.
- **Communication:** Four Season Landscape will maintain clear and consistent communication with the client regarding the scope of work, timelines, and any changes that may arise during the project.
- **Completion of Work:** The Company is responsible for completing the work according to the agreed-upon scope, schedule, and quality standards. Any changes or delays will be communicated promptly to the client.
- **Property Protection:** The Company will take reasonable care to protect the client's property, including plants, structures, and other features, during the course of the project. However, the Company is not liable for any pre-existing damage or conditions that may affect the outcome of the project.
- **Warranties:** The Company will honor any warranties on materials, plants, or services provided as part of the project, as specified in the agreement or in accordance with manufacturer or supplier terms.

4. Client Responsibilities

- **Access:** The client is responsible for ensuring that the work area is accessible to the Company and that any gates, fences, or other barriers are unlocked.
- **Property Conditions:** The client agrees to inform Four Season Landscape of any existing conditions on the property that may impact the scope of work (e.g., underground utilities, fragile plants, etc.).
- **Payment:** The client is responsible for timely payment of all fees and charges associated with the services rendered.

5. Scheduling & Cancellations

- **Scheduling:** All services will be scheduled based on availability. The Company will notify the client in advance of the scheduled service date.
- **Cancellations:** If the client needs to cancel or reschedule a service, they must provide at least [2 day] notice. A cancellation fee of [\$25] may apply for cancellations made with less than [2 day] notice.
- **Weather Delays:** Services may be delayed due to inclement weather or other factors outside of the Company's control. The Company will reschedule the service as soon as possible.

6. Warranties & Guarantees

- **Workmanship:** Four Season Landscape guarantees the workmanship of our services for a period of [insert period, e.g., 30 days] from the date of completion. If the client notices any issues with the quality of the work, they must inform the Company within the warranty period, and the issue will be addressed at no additional cost.
- **Plant Materials:** We provide a limited warranty on plant materials, which varies depending on the plant type and local climate conditions. This warranty is limited to the replacement of plants that fail to establish or die within the first [week of installation].
- **No Guarantee for Weather-Dependent Services:** While we will make every effort to deliver the best possible results, we cannot guarantee outcomes that are dependent on weather conditions or external factors.

7. Liability

- **Limitation of Liability:** Four Season Landscape is not liable for any indirect, incidental, special, or consequential damages arising out of the provision of services. Our total liability shall be limited to the total amount paid by the client for the specific service giving rise to the claim.
- **Damage to Property:** The Company will take reasonable care to avoid damage to the client's property during the performance of services. However, the Company is not liable for any existing damage or damage caused by pre-existing conditions on the property.

8. Safety & Regulations

- The client agrees that the Company will comply with all local, state, and federal regulations related to the services provided, including but not limited to safety laws, environmental protection regulations, and building codes.
- The client must notify the Company of any known safety hazards or areas of concern on the property.

9. Termination of Agreement

- Either party may terminate this Agreement with written notice to the other party. In the event of termination, the client agrees to pay for any services rendered up until the date of termination, including any expenses incurred by the Company.
- The Company reserves the right to terminate the Agreement if the client fails to meet payment obligations or violates any terms outlined in this Agreement.

10. Privacy

Four Season Landscape respects the privacy of its clients. We will not share personal information, including contact details or payment information, with any third parties except as necessary for the performance of services or as required by law.

11. Dispute Resolution

- **Negotiation:** In the event of a dispute, the parties agree to attempt to resolve the issue through good faith negotiation.
- **Arbitration:** If a dispute cannot be resolved through negotiation, the parties agree to submit the dispute to binding arbitration in accordance with the laws of [Georgia].

12. Force Majeure

The Company will not be liable for any delay or failure to perform services due to causes beyond our reasonable control, including but not limited to natural disasters, strikes, government regulations, or unforeseen weather conditions.

13. Amendments

These Terms and Conditions may be amended or updated at any time by Four Season Landscape, and any such amendments will be communicated to the client. Continued use of the Company's services after any such changes will constitute acceptance of the revised Terms and Conditions.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of [Georgia] without regard to its conflicts of law principles.

15. Change Orders

Request for Changes: Any request by the client for changes to the scope of work, including but not limited to additional services, materials, or modifications to the project, shall be considered a change order.

Approval for Change Orders:

- **Change Orders Less Than \$1,000:** If the change order amount is less than \$1,000, Four Season Landscape will proceed with the work as requested without requiring written approval from the client. However, the client will be notified of the changes and the additional costs.
- **Change Orders Exceeding \$1,000:** For change orders that exceed \$1,000 in additional costs, a written change order form will be provided to the client. This form must be approved and signed by the client before any additional work is performed. The change order will outline the revised scope of work, pricing, and any impact on the project timeline.

Increased Costs: Any change order may result in a price increase. If additional costs are associated with the change order, the client will be provided with an updated estimate before proceeding with the requested changes.

No Work Without Approval (for amounts exceeding \$1,000): No work outside of the original agreement will be performed without the client's prior written approval for change orders exceeding \$1,000.

16. Invoice Payment Acknowledgment and Approval of Work

Acceptance of Work: By paying the invoice for services rendered, the client acknowledges that they have reviewed and accepted the work completed by Four Season Landscape. Payment of the invoice signifies that the client is satisfied with the scope of work, quality of services, and the completion of the project as per the terms outlined in the agreement.

Approval of Services: The client agrees that upon full payment of the invoice, the work performed is deemed approved and accepted, and any issues or disputes regarding the services rendered must be raised within the applicable warranty or complaint period (if applicable). If no such issues are raised within that time frame, the work is considered fully approved, and no further claims will be accepted.

Final Payment: Invoices are considered final unless there is a written dispute raised by the client within [7 days] of payment. Any outstanding concerns or issues regarding the work should be reported in writing to Four Season Landscape before the payment is made. By submitting payment for services, the client waives any right to dispute the work unless under warranty.