# **Warranty & Terms**

## Payments:

- 50% down payment is due before the start date. Final balance, including any job changes will be due immediately upon completion. Job changes with additional materials may be subject to additional delivery charges. Any uncollected payments will be subject to a 5% late fee after 30 days. After 60 days, 5 Star Landscaping reserves the right to apply a lien on the property for the outstanding balance, until full payment is made.

#### **Cancellations:**

- Our customers are entitled to a full refund of their project if the cancellation is made in writing before the purchase or delivery of any materials to the jobsite. If any purchases or deliveries have already been made, you will be refunded the full amount of your project, minus the cost for material returns, restocking fees and payment processing fees. We will process your returned payment, as soon as the final balance has been established.

### **Tree & Shrub Warranty:**

- All trees and shrubs are inspected by the Michigan Department of Agriculture and are free of disease and insects. We will warranty planted trees and shrubs for up to 90 days after installation for one replacement. The warrantied replacement will be the same size and variety of the original, if available. Plant damage resulting from winterkill or dieback will be pruned instead of replaced. Warranty does not cover losses due to damage from acts of nature, untimely freezing, weed spray or chemicals, lack of watering or improper care.

#### Sod & Grass Seed:

- No warranty available for Sod or grass seed, due to the sensitivity and strict watering needs.

## **Hardscaping Services:**

- 2 year labor and material warranty on any installation related defects for brick pavers and wall blocks.
- No warranty for damage from patio furniture, fallen objects, bad weather or acts of nature.
- Pavers or blocks delivered on site will be subject to a 30% restocking fee for material exchanges related to color or paver selection per customer request. Additional delivery charges may also apply.

#### **General Terms:**

- 5 Star Landscaping is not responsible for any unmarked underground obstructions or utilities. It is the full responsibility of the property owner to mark all obstructions and property lines if needed. This may also include pipes, wires, sprinkler lines, cable lines, dog fences, septic fields or debris. Any damage to obstacles may require a pause in service and repair costs.
- Repairs to sprinkler lines or heads may be necessary during the construction process. Repairs will be billed at \$62 per labor hour + parts. Minimum of \$45 for a single repair.
- 5 Star Landscaping cannot be held responsible for damages or wear to driveways, sidewalks, fences, trees, lawns or garden beds during the use of equipment necessary to complete the project.

## **Warranty:**

- 5 Star Landscaping stands by our products and installation methods. We warranty all installed products not otherwise mentioned in this form, for one full year for material or installation defects. Our Warranty does not cover damage by methods unrelated to installation. All warranties must be requested in writing.
- No warranty will be covered for the following:
  - 1. If another company attempted to repair our work or changed the project in any way.
  - 2. If an outstanding balance is present.
  - 3. If a request in writing has not been submitted within twelve months of the install date.
- 4. No warranty on Sod or seed products or any labor to replace them.