

LANDSCAPE CONTRACT BETWEEN

Contractor: Blooming Gardens Landscape
Address: 61 Centrepark Drive
Ottawa, Ontario
K1B 3C9

And:

Customer:
Address:
Postal Code:
Phone #:

Contract Terms

The Contractor agrees to supply all material, labour, and supervision to complete the work as described in landscape proposal and design. The customer agrees to purchase the services of Blooming Gardens to prepare, install and complete the landscape according to the design/proposal provided.

Timing:

Work to commence on or before

Work to be completed within

- Delays may occur that are beyond the contractors control such as: Unfavourable weather conditions, shortage of materials, extra work that has been added to ongoing contracts, etc. this dates are strictly guide lines.

Insurance:

Contractor agrees to provide commercial liability insurance against claims for damages to personal injury or property that may have occurred during contract operations.

Employees to be covered under the WSIB safety act.

Access:

Contractor requires driveway to be free and clear during contract operations. Contractor may have to use driveway to store materials and or waste that is associated with landscape project.

Warranty:

1) Interlocking Brick

Contractor agrees to warrant all craftsmanship for a period of 3 years beginning on the first day of completion. The contractor will cover all initial costs of any defects that require repair. Damage that is caused by homeowner will not be part of warranty. EI: stained brick from oils or gases, chipped brick from snow blower or picking of ice, Etc

2) Sod

Blooming Gardens will not warrant any sod installation. In order for sod to grow or "catch" frequent watering must be applied which is the responsibility of the homeowner.

3) Plants

Blooming Gardens will offer a one-time replacement of trees, shrubs, perennials, and evergreens that has died within one year from installation date. Proper maintenance procedures must be applied for warranty to be effective. Plants that are killed by rodents, animals, insects, or neglect will not be covered under warranty.

4) River wash areas

Weeds that "pop up" in these areas are not covered. Weed seeds can easily spread by air and feet. These weeds seeds will then set seed upon the commercial weed cloth that has been installed. Weed cloth helps to control weeds but does not prevent them.

Payment Terms:

Customer agrees to pay Blooming Gardens a 10% non-refundable deposit of total contract price upon acceptance and 40% on commencement day. The balance will be paid upon completion. Cheques that are returned to Blooming Gardens posted NSF are subject to a \$75.00 surcharge.

Payment Schedule: Total Cost \$

10% non-refundable deposit is equal to

40% on commencement day is equal to

50% upon completion is equal to

Changes:

If customer wishes to change any part of the installation agreement once construction has begun, which results in additional materials or labor cost, said costs will be added to the remaining balance of the contract and billed as part of the original contract. Any changes must be made using a **Change order Form** and signed by both parties.

Acceptance:

This agreement was made on the ____ day of _____, 2008 between Blooming Gardens In c/o _____ and _____ Customer.

