

Visionscapes and Client Responsibilities

Initial Deposit and Progress Payments: An initial deposit of 25% of the accepted quote is required to secure a place on the schedule. On larger projects, Visionscapes will require progress payments throughout the project. These payment times and amounts will be determined by the scope and length of the project and will be discussed with you before the project begins.

Scheduling: Upon your signing of the quote and initial deposit being received, a representative of Visionscapes will contact you with an estimate of where your project falls on our schedule. We do our best to abide by this but consideration needs to be given to weather and other contingencies that may occur between the estimate and the proposed installation time frame.

Modifications to original, signed quote: Visionscapes does all in our power to clearly spell out in the quote, that you accept by giving your signature, what exactly (within reason) the finished project will include. Therefore, if during or after the project you decide that this does not meet your desire for how you want the "look" of your project to be, you will be expected to pay the full going rate for the extra time and materials (including extra travel, overtime, and cleanup) involved in achieving the modified "look" that is above and beyond what has been agreed to on the original accepted quote.

Changes and additions: when changes and /or additions occur throughout the project, you will be asked to sign a Change Order form before work begins on the changes/additions that you have requested or that we have recommended.

At that time we will either give you a firm price on what the change/addition will be, or we will agree to an hourly rate that you will be charged if we both decide that a "time and material" structure is best.

Extra materials: in many cases we will bring extra materials to the job site for the purpose of being able to hand select the very best for your project. This does not mean that you have purchased all of the material that is brought to your job site and therefore you should not expect to be reimbursed for the percentage of material that remains after your project is complete.

Utilities not marked: Visionscapes takes the responsibility of calling the utility companies to come out to your property to locate and mark the utility for which they are responsible. If any additional utilities have been buried by the homeowner (i.e. an electric wire, gas line to a grill, irrigation line, landscape lighting wire, etc) then it is the homeowners sole responsibility to make a Visionscapes representative aware of this before the project begins. If an unmarked utility not located by the utility companies is damaged, it will be the homeowner's sole responsibility to remedy this and Visionscapes will have no financial obligation to fix it. When advance notice is given, Visionscapes will take every precaution to avoid the area of the utilities but if they have been improperly marked, Visionscapes assumes no responsibility for the damages. On occasion, an existing utility (such as an electric line, irrigation line, landscape lighting, etc) will need to be moved or modified to complement the new landscape plan. Visionscapes will alert the homeowner to the need to do this at that time and all expenses and labor required to accomplish this will be the homeowner's sole responsibility.

Plant warranty: your plants are fully guaranteed (labor and material) for one year from the completion date of your project. If a plant is replaced within that timeframe, the end date on the warranty of the replacement plant will still be one year from the date in which the original project was completed. Damage from extreme weather conditions, pets, or neglect will not be covered.

Paver warranty: your pavers and complete outdoor living space is guaranteed (labor and material) for 8 years from the date of completion of your original project.

Subcontractors: on occasion, Visionscapes will recommend that you work directly with a subcontractor to complete a portion of your project. In this case, even if it is necessary for Visionscapes to be involved in this process in working alongside the subcontractor, the invoices for payment will either be given to you directly by the subcontractor or will be passed through to you by Visionscapes and will be your sole responsibility to pay in full. If needed you will be expected to work through, with the subcontractor, any changes and additions that occurred in addition to the original quote.

Payment: Payment is due upon receipt of the invoice. After 30 days from the date of the invoice, interest charges will be added to your total invoice at a rate of 17% annual. All attorney fees required to collect payment will be your sole responsibility.

Visionscapes Representative _____ Date: _____

Homeowner _____ Date: _____