

## **Construction Warranty**

1. A two (2) year warranty exists on all workmanship performed by Groundscape Construction provided that proper maintenance procedures are practiced.
2. A one-year (1) one-time substitute warranty exists for all plant items supplied and installed by Groundscape Construction. It is the owners and or client's sole responsibility to ensure suitable watering and maintenance of all plant material after installation, and during the warranty period.
3. Although Groundscape Construction will guarantee to avoid all unnecessary delays with respect to landscape construction, the owner and or client hereby recognizes that Groundscape Construction is not responsible for certain conditions beyond our control including adverse weather, availability or late delivery of materials or failure of other sub-contractors of the owner and or client to complete other necessary work prior to project start.
4. Groundscape Construction is not responsible for any damages from natural material changes such as staining, change of colour, efflorescence, cracking, chipping, changes in shape that may occur on wood, poured-in-place concrete, precast concrete, asphalt, natural stone, concrete pavers or brick after installation. Groundscape construction is also not responsible for damages caused by de-icing salts or any other products applied to natural stone or concrete products.
5. Owner and or clients shall agree to allow Groundscape Construction to take photographs of the project site at times, before, during, and after the completion of the project for intention of documentation and promotion.
6. The owner and or clients must understand that there may be small variations in color between the color samples shown and the actual color of the material installed due to manufacturing times or

natural operations. If the contracted material pattern, color, or sizing changes at the request of the owner and or client requires re-ordering or return of material, there will be a restocking charge equal to 30% of the material value.

7. Warranty work will not be completed until all contract payments are paid in full.

8. Groundscape Construction is not responsible for damage to existing irrigation systems or lighting systems. Any alterations or upgrades required to accommodate new landscape installation is the responsibility of the owner and or client unless contracted in scope of work through Groundscape Construction for completion.

9. Owner and or client is responsible for sustaining a watering schedule for newly installed sod. Groundscape Construction does not replace or warranty sod after installation and first heavy watering after install (Performed by Groundscape Construction).

10. Groundscape Construction carries insurance for public liability and property damage along with coverages for all employees through the Workers Compensation Insurance Board.

11. Groundscape Construction shall be entitled to compensation for services performed and material purchased up to point of notification if owner and or client chooses to terminate contract or abandon project at any state of completion over the duration of contracted work.

12. Please note: the 1st deposit required at the time of project approval is non-refundable.