

Client Responsibility:

- The client will be responsible for acquiring any and all permits for services, unless otherwise stated in the estimate. We are not responsible for any unmarked lines including; irrigation, electrical, plumbing, gas, or utilities.
- Prior to stump grinding and planting services, Dig-tess will be contacted by a representative of Simply Horticulture. We are not allowed to dig within 2-ft of a marked line. If client insist on planting in an location within 2-ft of a marked line, written confirmation must be provided and the client will assume all responsibilities.

Consulting Services:

- All consulting services are will be completed with this highest level of integrity. We only provide unbiased opinions, based on data collected from clients, sites, and other reliable sources. We are not responsible and will remain blameless for any errors, or omissions, within our report, due to withheld information. Any information after the final submission of our report will be documented. If client request any alterations, after final submissions, additional fees will be applied to cover cost and hourly rates. Otherwise this information will be documented and considered irrelevant.

Terms and Conditions of Agreement

By approving the estimate of the proposed work found in this document, the Customer and Simply Horticulture agree that Simply Horticulture will perform the proposed and that the Customer agrees to pay for the proposed work upon receipt of an invoice in accordance with the payment rates listed here within. Any alterations to, or deviation from the detailed work described in this proposal that is agreed upon, and involves extra cost of material or additional labor, will become an extra charge over and above this estimate. The Customer further agrees to the terms and conditions set forth below.

1. Payment Terms

Material costs must be paid prior to installation. Consulting services are due prior to scheduling. Landscaping services over \$1000 will require a 50% down payment and the remaining balance is due upon completion of the work in the approved estimate. Any invoices are due upon receipt. Invoices are considered past due after 10 days and late charges will be assessed at 1.5% per month. All services are subject to the appropriate sales tax. Customers with any tax exemptions are required to provide certificates of any exemptions.

2. Services

Simply Horticulture agrees to provide all labor, chemicals, tools, supplies, materials, and plants necessary to perform the proposed work in consideration of the timely payment by the Customer of the amount specified on the estimate.

3. Customer Satisfaction

Please notify Simply Horticulture within one week if you are dissatisfied with any of our services.

4. Simply Horticulture Responsibilities

- a. Simply Horticulture is not responsible for moving or protection of any outdoor furniture, outdoor decorations, or accessories.
- b. Simply Horticulture is not responsible for gaining permission to access neighboring property to remove debris.
- c. Simply Horticulture is not responsible for cleaning pool or spa systems.
- d. Simply Horticulture is not responsible for rocks, underground utilities, irrigation lines, wiring lines, non-visible items below ground or hidden within trees.
- e. Simply Horticulture is not responsible for the disconnection of power supply to landscape or security illumination systems.
- f. Simply Horticulture not responsible for improperly installed or hanging utility lines.
- g. Simply Horticulture is not responsible for vehicles remaining in the work areas.

5. Limited Warranty

All trees over 30-gallon container, or 2-inch caliper, installed by Simply Horticulture, unless specifically indicated otherwise, come with a one (1) year limited warranty. Shrubs smaller than 30-gallon are warrantied for a period of 6-months after the date of installation, unless otherwise stated in the proposal. Sod and annual color (flowers) are guaranteed for 60 days, after the date of installation. All material and labor provided by Simply Horticulture is warranted for a period of thirty (30) days, or as otherwise indicated in writing. Simply Horticulture makes no other warranties, express or implied, and the Customer expressly agrees that to the fullest extent permitted by law all other expenses or implied warranties are waived. Simply Horticulture's employees, other than it's Executive Officers, are not authorized to make any warranties on behalf of Simply Horticulture. Simply Horticulture cannot warrant against damage from causes over which we obviously have no control, such as insects, falling objects, vehicle, or other mechanical damage, vandalism, improper drainage, improper watering, or any Act of God. NO WARRANTY WORK WILL BE PERMITTED UNTIL ALL OUTSTANDING AMOUNTS OWED ARE PAID IN FULL.

6. LIMITATION OF LIABILITY

CUSTOMER EXPRESSLY AGREES THAT ANY LIABILITY OF SIMPLY HORTICULTURE ARISING FROM THE SERVICES PERFORMED BY SIMPLY HORTICULTURE SHALL NOT EXCEED AND SHALL BE LIMITED TO THE LOWER OF (A) THE AMOUNT SPECIFIED ON THE FRONT OF THIS AGREEMENT AS THE COST FO THE PROPOSED WORK OR (B) THE ACTUAL DAMAGES INCURRED BY THE CUSTOMER.

7. Determination of Ownership.

Customer shall have the sole responsibility for determining property boundaries, ownership of the trees and plant materials, and other property on which Simply Horticulture is requested to work. Furthermore, the Customer shall have the responsibility of obtaining written consent for work to be performed by Simply Horticulture from the joint owners of property, if any. The Customer represents to Simply Horticulture that he or she is authorized to sign this Agreement. The Customer hereby indemnifies Simply Horticulture and its officers, directors, shareholders, employees, and representatives from and against all claims, demands, damages, losses, fines, penalties and suits including, but not limited to, reasonable fees and expenses of attorneys arising out of or resulting from claims against Simply Horticulture as a result of the Customer's failure to accurately identify the Customer's property or to obtain the necessary consents, or the Customer's negligent or improper identification of property belonging to others as its own.

8. Disclaimer

Customer acknowledges that Simply Horticulture hereby disclaims liability and has no liability for damages to person or property arising out of or resulting from the Customer's failure or refusal to follow or act in accordance with recommendations by Simply Horticulture, or the Customer's decision to undertake work different from that recommended by Simply Horticulture, even if Simply Horticulture performs such work at the request of the Customer.

9. INDEMNITY

THE CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS SIMPLY HORTICULTURE, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM ANY DAMAGES, CLAIMS DEMANDS, LOSSES, FINES, PENALTIES AND SUITS MADE AGAINST SIMPLY HORTICULTURE BY ANY PERSON OR ENTITY, INCLUDING THE CUSTOMER AND ALL RESIDENTS AT CUSTOMER'S LOCATION STATED IN THIS AGREEMENT, ANDY EMPLOYEE, CONTRACTOR (OTHER THAN SIMPLY HORTICULTURE) OR SUBCONTRACTOR OF THE CUSTOMER OR ANY OTHER PERSON OR ENTITY DIRECTLY OR INDIRECTLY EMPLOYED BY OR WITHIN THE CONTROL OF THE CUSTOMER. THIS INDEMNITY ONLY APPLIES TO ACTS WHICH ARE CAUSED IN WHOLE OR IN PART BY A NEGLIGENT ACT OR OMISSION OF THE CUSTOMER (INCLUDING CUSTOMER'S FAMILY), THE CUSTOMER'S EMPLOYEES, AFFILIATES, CONTRACTORS OR SUBCONTRACTORS.

10. Miscellaneous Provisions.

This Agreement shall be construed in accordance with the laws of the State of Texas. This written Agreement represents the entire agreement of the parties and supersedes all prior negotiations, representations or agreements, whether written or oral, between the parties. This Agreement may only be amended or modified in writing by both the Customer and Simply Horticulture.

11. Effective Date

The Effective Date of this Agreement is the date set forth in this Agreement as the date upon which this Agreement was signed.