

**Please read carefully; by signing this document, you are agreeing to be bound by the terms and conditions outlined herein.**

This document and any related addendums, revisions, or updates is a legally binding contract that cannot be terminated or cancelled without the written consent of the signatories to this document or their authorized representatives.

**TERMS**

Pricing herein is valid for fifteen (15) days from proposal date.

1/3 Deposit due upon contract ratification. Deposits are non-refundable if contract is cancelled for any reason other than non-performance by Hively. Projects may be subject to progress billing upon substantial completion of work.

Payment is due NET 10 days from invoice date. Failure to pay according to these terms voids all warranties, expressed or implied.

**CHANGE ORDERS**

No changes may be made to the substance and or intent of this contract without a documented and signed Change Order. A Change Order Fee of \$150.00 may be applied for Change Orders, payable according to the terms of this contract.

**SPECIAL ORDER ITEMS**

A special-order item must be paid for in full prior to ordering and are not refundable. These items are defined as any items not considered normal stock, including but not limited to some plant material, hardscape materials and natural stone, all lighting material (excluding wire, connectors, timers), and all water feature material.

**GENERAL**

HOME IMPROVEMENT CONTRACTOR REGISTRATION #PA029699

Work shall be completed in a timely and professional manner according to the specifications outlined within this document and acknowledged by signature on this contract. All plant material is guaranteed to be healthy, free of pests and pathogens, and sized according to this proposal at the time of installation.

Prices include all labor, equipment, and materials to perform work as outlined, unless otherwise stated.

Pricing is subject to availability of materials as estimated. If specified materials are not available to complete this contract, Hively reserves the right to recommend and supply comparable and appropriate substitutions and further reserves the right to amend pricing as necessary to provide said substitutions.

If, during the time elapsed between contract ratification and performance of work, costs of goods sold increases greater than 5%, Hively reserves the right to revise the contract accordingly. Hively will provide documentation of any such increase(s).

**MEDIA RELEASE**

By accepting the terms and conditions of this contract, you acknowledge that Hively Landscapes may photograph your property for use in promotional and advertisement materials used explicitly to promote Hively Landscapes, including various forms of digital advertising and on publicly accessible social media platforms.

To opt out of media release, initial here \_\_\_\_\_.

**EXCAVATION**

This contract is based upon normal excavation by hand or light motorized equipment. Hively reserves the right to invoice additional monies via a formal change order if during excavation, unusual or unexpected conditions are encountered. These conditions may include but are not limited to hard pan, rock, underground obstructions, unacceptable soil bearing conditions, soil drainage or other conditions that are unsatisfactory for plant growth or unsuitable for construction purposes.

**UNAVOIDABLE INTERRUPTIONS**

Hively shall not be held responsible or liable for any loss, damage, or delay caused by weather, labor strikes, workforce availability, materials availability, supply chain delays, pandemics, or other causes beyond our control.

Client \_\_\_\_\_ Hively \_\_\_\_\_

**UNDERGROUND DAMAGE**

In accordance with local and state law, Hively will have underground utility services located and marked by the PA One Call System, Inc and/ or Miss Utility. This service is provided by a third-party vendor and Hively is not responsible or liable for this service or any personal or property damage resulting from incorrect, incomplete, or altered markings.

Property Owner is responsible for marking known underground infrastructure and obstacles. Hively shall not be responsible for damage to any private utility or any unmarked underground object. This includes but is not limited to electrical lines, drainage lines, irrigation, and invisible fences.

**INSURANCE**

Hively shall be covered by general liability and worker's compensation insurance as required by law.

**PERMITS**

Building, zoning, homeowner's association, or other necessary permits are the responsibility of owner. Hively may be contracted to facilitate the permitting process.

**REVISION/SIGNATURE**

The proposal is subject to revision if not accepted within fifteen (15) days. Owner's signature on the proposal page(s) of this contract shall serve as acknowledgment and receipt of a completed copy of this agreement.

**RIGHT OF RECISSION**

The owner has the right to rescind this agreement without penalty at any time prior to midnight of the third business day after the date of this agreement, regardless of where this agreement was signed.

**ENTIRE AGREEMENT**

This agreement, together with the exhibits annexed hereto: (i) contains all the agreements, representations, warranties, and covenants by the parties with respect to the transactions contemplated by this agreement, (ii) constitutes the entire agreement between the parties, and (iii) shall be deemed to supersede and cancel any other oral or written agreement between the parties hereto relating to the transactions herein contemplated.

Client \_\_\_\_\_ Hively \_\_\_\_\_

## LIMITED WARRANTY

### WARRANTY EXCLUSIONS

Hively will make every effort to perform in a professional manner. Hively shall not be responsible for the settling of ground around swimming pools, around foundations, excavated areas, for cracking or movement of poured concrete, mortar, or mortared joints, including polymeric sand, or the checking or warping of lumber. Hively shall not be responsible for damage or dissatisfaction due to acts of God or nature.

The germination and/or success of seed and sod is not guaranteed. Polymeric sand installation is not guaranteed.

### PLANT MATERIAL

All plant materials are guaranteed 12 months from installation and may be eligible for a one (1) time replacement or substitution at the discretion of Hively. This limited warranty specifically excludes seed, sod, annuals, perennials, and groundcovers and does not warrant against plant failure due to causes not directly related to handling and installation techniques utilized by Hively. Replacement material will be installed at the seasonally appropriate time, as determined by Hively. Your designer may discuss possible plant-specific exclusions due to hardiness concerns. These additional exclusions will be documented in the contract agreement.

### HARDSCAPE

All materials are guaranteed by the manufacturer's warranty. Installation and workmanship are guaranteed for 36 months from installation. Hively Landscapes' warranty does not cover discoloration or efflorescence on manufactured materials.

### NATURAL STONE

Installation and workmanship are guaranteed for 36 months from installation.

Natural stone material is a product of nature and is infinitely variable, resulting in colors and textures that can vary widely within a specific category. Natural materials are not warranted against color or texture variation or environmental or mechanical damage before, during or after installation.

### WATER FEATURE AND IRRIGATION

All materials are guaranteed by the manufacturer's warranty. Installation and workmanship are guaranteed 12 months from installation, contingent upon proper system maintenance performed by Hively Landscapes, including but not limited to winterization, start-up, shut-down, and periodic maintenance. This warranty does not extend to any damage or failure caused by regular use, wear and tear, corrosion, or damage to buried wiring, environmental impacts, or acts of vandalism or negligence. Any work performed on a water feature or irrigation system not installed and continuously maintained by Hively is specifically excluded from this warranty.

### LANDSCAPE LIGHTING

All materials are guaranteed under the manufacturer's warranty, installation and workmanship is guaranteed 12 months from installation. This warranty does not extend to damage caused by regular use, wear and tear, corrosion, or damage to buried wiring, environmental impacts, or acts of vandalism or negligence.

### SUBCONTRACT

All materials and labor are guaranteed by the subcontractor under the specific subcontractor's warranty for the service provided. Hively is not liable for claims against a subcontractor.

### SUBMIT WARRANTY CLAIM

If you have a concern about your project, a written Warranty Concern must be submitted to our corporate office via the website Contact portal at <https://www.hivelylandscapes.com/contact>

All properly filed Warranty Concerns will receive an initial response within 3 business days.

All warranties are contingent upon full payment for services according to the terms outlined in your contract documents.

### PROTECT YOUR INVESTMENT - EXTEND YOUR PLANT MATERIAL WARRANTY

Hively Landscapes offers unparalleled maintenance services for your landscape. We are so confident in our ability to prolong the beauty and health of your landscape that Hively Landscapes will extend the warranty on plant material for as long as we are contracted to maintain the landscape. Please ask your designer how a landscape maintenance service contract will help you protect your investment.

### CONCLUSION

Terms and Conditions are subject to change without notice in our sole discretion. Changes will be posted to the Terms and Conditions section of our website [www.hivelylandscapes.com](http://www.hivelylandscapes.com). By signing this document, you agree to be bound to the terms and conditions outlined herein.

Client \_\_\_\_\_ Hively \_\_\_\_\_