

## **Hewitt Garden and Design Center Terms and Conditions for Landscape Design and Installation**

### **Scheduling:**

• Hewitt Garden and Design Center will schedule your work as soon as we possibly can. Given the time of year, this may be a week or it may be a month or more. We may or may not choose to schedule Tennessee One Call (811) prior to scheduling installation.

### **Tennessee One Call - 811 Call Before You Dig:**

• Tennessee One Call (811) may be contacted by Hewitt's in order to mark underground utilities, cables, etc... It can take up to two weeks for this service to be completed. Your installation will be scheduled after lines are marked. Homeowner accepts all liability for damaged utilities and costs for repairs. Homeowner accepts any and all charges for these services if they apply. Hewitt's is not responsible for damage caused by utility marking companies.

• Hewitt Garden and Design Center is not responsible for damage to underground utilities or underground "systems" marked or not marked by 811 - TN One Call. It is also the Homeowner's responsibility to have irrigation, lighting, sound equipment, dog fences, or any other underground "system", etc... marked prior to installation. Homeowner assumes cost of all damages to these systems. Again, Homeowner assumes all liability for damaged utilities and systems.

### **Site Preparation:**

• Site must be ready for planting prior to installation date. Labor charges are only for agreed upon items. (Planting, Removal, Etc...) Any additional removal, disposal, cutting beds, edging, weeding, and any other landscape service not previously agreed upon is not included. If you need removal of larger items prior to installation, please call Doug Campbell with Knock on Wood at (615) 948-8626 or any other qualified tree service. It is the homeowner's responsibility to inform Hewitt's when the site is clear. Homeowner agrees to pay any and all additional charges where they apply. For questions on Site Preparation please consult with John Hewitt or Bill Hewitt

### **Damage to Lawn:**

• Hewitt Garden and Design Center is not liable for damage to lawn as a result of landscape installation. Customer accepts all liability and charges associated with the repair of the lawn (quoted or not) and understands that damage to lawn may occur as a result of landscape installation.

### **Alterations and Damage to Irrigation Systems:**

• Hewitt Garden and Design Center is not liable for damage to irrigation systems at anytime. It is the homeowner's responsibility to contact their irrigation company of choice to arrange any necessary repairs. It is the homeowner's responsibility to arrange with the irrigation company of their choosing to also make any necessary alterations to the irrigation system to ensure that all plantings are adequately covered.

### **Unforeseen Circumstances:**

• Unforeseen circumstances such as, but not limited to: stump removal, difficult access, removal of large rocks or boulders, etc... will result in additional charges. It is the homeowner's responsibility to provide any information, if known, and they will be responsible for charges if they incur. Any additional charges will be billed at \$75 per man per hour with a \$150 minimum; Homeowner will also be subject to disposal fees.

### **Plant Selection and Installation:**

• Plant material will be planted (1) one time. It is the Homeowner's responsibility to ensure that that the items to be planted are installed in the correct location prior to installation. Any moving once the hole is dug may come at an additional charge. Rejection of material will result in additional charges and restocking fees. It is the homeowner's responsibility to approve all material and location of planting prior to installation.

### **Property Access:**

• By accepting this plan and agreeing to quoted work, Homeowner gives Hewitt Garden and Design Center and all necessary parties permission to be on your property.

### **Quotes and Estimates:**

• The quote/estimate provided by Hewitt Garden and Design Center is our professional, estimated opinion of what it will take to complete the work as discussed with the customer. Occasionally, final invoices differ from the quotes as more or less material and/or labor is needed to complete the work discussed with customer. Customer is responsible for any and all charges on the final invoice.

### **Invoice and Additional Charges:**

• The corresponding invoice and any additional charges are to be paid in full within (7) seven days. If payment is not made in full, within 7 days, homeowner will be responsible for all interest incurred (22% annum), collection fees, attorney costs, and court cost as a result of failure to pay in full. Failure to pay on time results in warranty being voided. Hewitt Garden and Design Center reserves the right to solve any and all legal issues in the Williamson County (TN) Court System.

### **Design and Creative License:**

• Any design, creative ideas, quote, etc... (for the associated home) is the sole, exclusive property of Hewitt Garden and Design Center until work begins or until the plans and quotes are purchased. Once work begins, ownership of this design transfers to Homeowner. Homeowner agrees to these conditions by accepting this design. Homeowner agrees to not shop this design with other companies unless the design is paid for separately, and is previously agreed upon with Hewitt Garden and Design Center.

### **Acceptance and Agreement:**

• By accepting and agreeing to this design and/or corresponding quotes (in part or in full) customer accepts all terms and conditions as mentioned above. Customer also agrees to these terms and conditions for any quotes not associated with this design for current or future work with Hewitt Garden and Design Center unless mentioned elsewhere. These terms and conditions apply to all work that is agreed upon as a part of a signed contract, quote (signed or unsigned), approvals via email or text, or verbal agreements to begin and/or complete work.