

**Hewitt Garden and Design Center
2525 Hillsboro Road Franklin, TN 37069**

LANDSCAPE WARRANTY

Hewitt Garden and Design Center (also referred to as Hewitt's) offers a limited (30) day warranty with all landscape jobs completed by Hewitt Garden and Design Center. This warranty is offered under the following conditions and Hewitt Garden and Design Center reserves the right to deny warranty claims and/or void warranty without prior notice to customer.

Terms of Warranty

Hewitt's covers plant material that has been purchased from Hewitt's and planted by a Hewitt's employee with all recommended product for the following periods. Coverage of plant material is as follows:

- Trees, Evergreens, and Woody Shrubs are guaranteed for (6) months from date of planting providing proper care is given and all terms of the warranty are met. **Hewitt Garden and Design Center reserves the right to determine if proper care was given.**
- Perennials, Annuals, Tropicals, Bulbs, and Sod are not covered by any warranty and replacements will happen at current retail price.
- Plant Material will only be replaced one time with same or similar sized varieties. This is subject to availability and Hewitt's reserves the right to make this final decision. The replaced item will have no warranty.
- Warranty only covers the plant material and does not cover labor. All labor charges will be billed at \$75 per man hour, with a 1 hour minimum.
- Recommended products include, but are not limited to: bed preparation materials, mulch products, fertilizers, etc...

Proper Care includes, but is not limited to: proper watering, fertilizing, trimming, light requirements, proper mulching and fertilizer etc... It is the responsibility of the customer to inquire what proper care is.

Hewitt's will only warranty plant material that is watered by a comprehensive, professionally installed irrigation system. Hewitt's reserves the right to determine if the system is adequate and if it is being properly used. While irrigation often times is enough to keep your plants alive, during periods of drought, it may not be enough.

Over the course of our 45 years of landscaping in the Middle Tennessee Area we have noticed that the most important factor in a successful landscape is **WATER**. If your plants are being properly watered they will have a very high likelihood of surviving and thriving. Often times disease, pests, fungus etc... all stem from improper watering. Watering is a year round need and drought can happen during any season. If you have questions about watering, please ask before you start to notice signs of stress. While it is not common for many of our installed plants to die, most all of the ones we do stem from a watering issue.

The final invoice must be paid, in full, within 7 days of mailing date or this warranty is void.

This warranty only covers plants that are part of the agreed quoted/invoiced landscape work, and does not cover previous or future retail purchases not associated or listed on the final invoice.

If you feel a plant may be struggling, please inform us at the first sign of any stress. Please send notice of any warranty issues via email to johnp@hewittgc.com or info@hewittgc.com. We will inform you of the next steps once your warranty claim is made.

Voids in warranty:

- Failure to pay invoice in full within 7 days of mailing.
- Over or Under Watering
- Acts of God and Nature (extreme temperature fluctuations, abnormal weather events, insect damage, disease caused by care related issues, etc...) Hewitt's reserves the right to determine cause of death and to define abnormal conditions.
- Winter conditions below that of USDA Zone 7b
- Accidental damage or mechanical damage done by animals, homeowner, or other party.
- Alterations, applications, or care by an outside party or company that results in damage to plant material.

DRAINAGE WORK COMES WITH NO WARRANTY. HEWITT'S IS NOT LIABLE FOR ANY DAMAGE CAUSED DUE TO DRAINAGE WORK.

Plants in above ground containers are not covered under this warranty. Hardscapes of any kind are not covered under this warranty.

Transplanted material is not covered by this warranty. Discounted Material has no warranty.

No Cash Value. Hewitt Garden and Design Center reserves the right to cancel, void, alter, or change this warranty at anytime without notification to homeowner.

Hewitt Garden and Design Center will extend this warranty up to (1) year from the date of planting if Hewitt's is provides maintenance for the next spring or fall season in the first calendar year from the date of planting. This would be the first Spring Mulching, Fertilizing, and Maintenance and/or the first fall clean up and maintenance. More frequent maintenance is available upon request.

All terms and conditions mentioned above apply.

Failure to pay maintenance invoices will result in voided warranty.

Maintenance agreement must be signed and returned with final invoice payment.

Thank you again for your business and support!

The Hewitt Family