



Agnieszka Hurst DBA Happy Gardens

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LANDSCAPE INSTALLATION CONTRACT

1. Parties. The parties to this Landscaping Contract ("Contract") are Agnieszka Hurst DBA Happy Gardens ("Happy Gardens") and _____ ("Client").
2. Property. The property which is the subject of this Contract is described by street address as _____, _____, Texas (the "Property").
3. Work. In consideration of the mutual covenants contained herein, Client and Happy Gardens agree that Happy Gardens shall provide the landscaping services and furnish the materials and labor as set forth on the attached Proposal (the "Improvements"). Happy Gardens endeavors to commence and prosecute work in an expeditious manner, but shall not be responsible for delay due to unforeseen factors such as adverse weather conditions or plant availability. In some instances due to plant availability, substitutions may be necessary to maintain the progress of the work.
4. Contract Price. In consideration of the mutual covenants contained herein, and other valuable consideration, Client agrees to pay Happy Gardens, for the implementation of the Improvements, the contract price based on the estimate # ____ (the "Contract Price").
5. Payment. The Contract Price is payable with a 50% initial payment due before commencement of work, 25% when work is substantially complete, as determined by Happy Gardens, and the remaining 25% final payment due within five (5) days completion of the work. If final payment is not paid within five (5) days completion of the work, the outstanding balance will accrue interest at the rate of twelve percent (12%) per annum. Failure by Client to pay the remaining balance within 30 days will constitute breach of this agreement. Upon breach of this agreement, Client agrees to pay all costs of collecting any remaining balances, including attorney's fees. No warranties will be issued until full payment is received. **Client acknowledges and agrees that, due to the upfront costs of materials and crew scheduling, all the deposits are non-refundable.**
6. Change Orders Revise Contract Price. It is expressly stipulated that there may be changes to this Contract which would result in a greater or lesser amount owed to Happy Gardens by Client other than the stated Contract Price.
In landscaping installation, conditions might appear when work has begun that were not visible when the estimate was presented, such as, troublesome roots or vines, plumbing, irrigation, electrical, cable or other underground lines, or drainage issues. In such cases, a change order will be issued by Happy Gardens which shall be approved by Client and shall increase the contract price by the reasonable and necessary cost of the extra work to cure the deficiency.
Happy Gardens will make reasonable efforts to complete the Contract as designed. Circumstances may arise beyond the control of Happy Gardens that may prevent construction of the Contract exactly as planned. Happy Gardens will make reasonable effort to minimize this impact on the design and construction. Customer acknowledges this possibility and accepts the action Happy Gardens will take to minimize the potential change in design. If Customer wishes to change any part of the installation after this agreement is signed, but prior to commencement of installation, which results in additional material or labor costs for Happy Gardens or results in delays in the completion of the Contract, said costs will be added to the remaining balance of the Contract and billed as part of the original Contract. Any changes in the design or Contract, whether the changes result in additional time, cost, or neither, must be made in writing and signed by both parties, using a Change Order Form. Each change made by Customer during installation will result in a \$100 charge, in addition to any additional charges for materials or labor that are incurred by Happy Gardens as a result of the change. The \$100 charge will apply regardless of the impact of the change on labor or material costs.
7. Alteration of Improvements. Happy Gardens reserves the right to plant substitution based on plant availability. All modifications to the Contract shall be evidenced by a written document signed by Happy Gardens and Client. Unless authorized by Happy Gardens, any changes, alterations or additions resulting in additional sums due Happy Gardens shall be paid prior to commencement of the change, alteration, or addition or, at the Happy Gardens' option, upon delivery of an invoice to the Client for payment. Unless otherwise agreed, all change orders shall be in writing. Client agrees not to do or cause to be done by any

third party any work on the Property, or alter or cause the alteration of any portion of the Improvements outside of those alterations not approved by Happy Gardens, whether complete or incomplete, before final completion of the Improvements.

8. Warranties on Improvements. Happy Gardens gives special attention to finding plants that best suit the special needs of your garden. Happy Gardens will guarantee the life of plants installed for 30 days after installation so long as the plants receive proper care and there are no adverse weather conditions (such as a sudden drop in temperature). In the event a plant dies even after adequate care, Client shall notify Happy Gardens of the plant's death within the 30 days after installation, and if deemed appropriate by Happy Gardens, Client may be entitled to pick up a replacement plant from Happy Gardens free of charge. If a tree installed by Happy Gardens dies, Client shall notice Happy Gardens of the tree's death, and if Happy Gardens deems the tree to be faulty, Happy Gardens shall replace the tree at no cost to Client.

Happy Gardens will offer one-time only replacement of any tree, shrub, evergreen or woody vine that has died within one (1) year from the date of installation, provided the Client signs up for a maintenance plan. Happy Gardens will not replace plants killed by animals, rodents, insects, mechanical damage, neglect, natural disasters or other reasons over which Happy Gardens has no control. This warranty does not cover annuals, small perennials, ground covers, wildflowers, seeds, bulbs, roses and non-winter hardy plants. An additional labor charge for plant removal and reinstallation will apply. Any repairs/replacements made to any installation after expiration of the warranty will be made at Client's expense. Any repairs made to any installation by any party other than Happy Gardens voids any warranties offered by Happy Gardens. Client acknowledges and agrees that except as specifically set forth in this paragraph, Happy Gardens is giving **no warranties, express or implied, on the Improvements. To the fullest extent permitted by applicable law, all implied warranties including, but not limited to, any implied warranties of habitability, fitness for a particular purpose and construction in a good and workmanlike manner are expressly disclaimed.**

9. Permits. Client is responsible for securing all necessary permits. Unless specified in writing, Happy Gardens is not responsible for code violation made at Client request.

10. Project start and completion. An estimate of the number of days to complete the contracted work and an expected start date are provided as a courtesy. There may be delays in the beginning date and completion date due to poor weather or other circumstances beyond the control of Happy Gardens. Those delays will not alter or invalidate any part of this Contract, nor will they entitle Client to additional rights under the Contract.

11. Termination. This agreement may be canceled by Client by mailing written notice to Happy Gardens before midnight the third business day after Client has signed this agreement. If after that time Client wishes to terminate this Contract, Client must give Happy Gardens five (5) days advance written notice. Happy Gardens will retain any monies paid by Client up to the effective date of termination, and is entitled to any expenses for materials or other expenses incurred by Happy Gardens.

12. The failure of Happy Gardens to enforce any right accruing under this agreement shall not be construed as a waiver of a subsequent right of Happy Gardens to enforce the same or any other right, term or condition.

13. Contract Represents Entire Agreement. This Contract, together with all attachments and any subsequent change orders contains the entire agreement between Happy Gardens and Client with respect to the Improvements, and replaces all prior agreements or understandings, if any. Happy Gardens is not bound by any statement, promise, condition or stipulation not specifically set forth in this Contract.

IMPORTANT NOTICE: YOU AND YOUR HAPPY GARDENS ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL CLIENTSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

Signed this _____ day of _____, 200__.

CLIENT:
(If Client is married, both spouses both execute and acknowledge this Contract)

HAPPY GARDENS:

Client _____

By: _____
(Signature of Representative)

Client _____