



TREE/SHRUB WARRANTY: Hartman Companies, Inc. will warranty all trees and shrubs for a total of ONE (1) year from the date of installation by Hartman Companies, Inc. Only Trees and shrubs purchased at full retail price and installed by Hartman Companies, Inc. are covered under the warranty. Perennials, annuals, ground covers, transplants and sod are excluded in this warranty. **NO SALE ITEMS ARE COVERED UNDER THE WARRANTY.** In the event that a plant dies or suffers permanent damage within that one (1) year, Hartman Companies, Inc. will replace the plant with one (1) of equal value. **REPLACEMENT PLANTS ARE NOT WARRANTIED. NO CASH REFUNDS** will be given in place of replacement plant. The value of the plant in question will be replaced only with plant material.

All transplants, trees, and shrubs receiving damage from mechanical equipment and all trees and shrubs receiving damage from any act of nature (i.e. hail, flood, tornado, snow, deer, varmints, pests, insects, etc.) will not be covered under warranty. **Plants damaged due to negligence of any party other than Hartman Companies, Inc. including over watering and under watering, will also be excluded from the warranty.**

Hartman Companies, Inc. does not warranty any settlement that may occur around newly constructed buildings including the movement of mulch, edger, and or additional landscape features. Once a landscape is lifted due to settling or a sink hole, plant material in the disrupted area, even if lifted by Hartman Companies, Inc. is no longer under warranty.

THE ABOVE WARRANTY IS NULL AND VOID IF ACCOUNT IS NOT PAID IN FULL AND IN GOOD STANDING.

HARDSCAPE WARRANTY: All hardscape materials are guaranteed under the manufacturers' warranty. Hartman Companies, Inc. guarantees workmanship for two (2) years from final date of installation on all hardscape features. Hardscape features covered under this warranty include patios, walkways, stairs, steps, retaining/free standing walls, and veneer that is constructed out of natural stone or concrete.

Hartman Companies, Inc. does not warranty any hardscape installations that take place within the over dig/excavation area of new homes or construction projects. Polymeric sand or other joint materials are not included in the hardscape warranty. Discoloration of concrete based materials is not included in the hardscape warranty. Hartman Companies, Inc. does not warranty any hardscape (patios, walkways, retaining walls, etc...) that has had water diverted onto or behind the hardscape itself. This act compromises the structural integrity of the feature and often leads to failures. This includes down spouts, sump pumps, additional drain pipes and surface drainage altered from its originally installed state.

THE ABOVE WARRANTY IS NULL AND VOID IF ACCOUNT IS NOT PAID IN FULL AND IN GOOD STANDING.

TERMS AND CONDITIONS: The estimate prices, specifications and conditions are satisfactory and hereby accepted. Hartman Companies, Inc. will attempt to meet performance dates, but shall not be liable for damages due to delays from inclement weather or other causes beyond our control. Hartman Companies, Inc. is not responsible for damage caused by extreme weather conditions (i.e. floods, fire, tornado, etc.)

UTILITY LOCATES & MARKERS: Hartman Companies, Inc. will contact Gopher State One Call or similar professional locate company for utility locates. All utilities not covered by Gopher State One Call or another contacted agency

EST #: _____

are the property owner's responsibility to mark. The property owner shall assume all responsibility for the accuracy of these and all other markers needed to complete the project, this includes irrigation locates.

UNDERGROUND OBSTRUCTION CLAUSE: Hartman Companies, Inc. is not responsible or liable for underground obstructions not marked by Gopher State One Call, any similar professional locate company, or improperly marked by the homeowner (i.e. underground dog fences, private utilities, irrigation lines, pool plumbing, gas grill lines, etc.). The removal of stumps, yard debris, or other underground obstructions will be billed at an additional hourly rate.

RELEASE OF PHOTOGRAPHY: Hartman Companies, Inc. reserves the right to use pictures of landscape installation. This includes before photos, construction documentation and final project photos on all marketing platforms (i.e. website, Facebook, Houzz, Instagram, Twitter, portfolio books, garden and home expos, marketing banners, etc.) used by Hartman Companies, Inc.

CHANGE ORDERS & CONTRACT EXTRAS: Any alteration or deviation in work or context from this estimate and specifications will incur additional charges over and beyond this contract amount.

LATE PAYMENT FEE: Amounts not paid according to the terms of this contract will be charged a service charge of 1.5% per month (18% APR)

CANCELLATION: This contract may be terminated for any reason by either party within five (5) business days from receipt of down payment with no penalty. If cancelled after 5 days, your deposit will be refunded minus a ten percent (10%) cancellation fee.

COLLECTIONS: The Buyer shall reimburse and indemnify Hartman Companies, Inc. for any costs of collection incurred in collecting any past due sums, including court fees, out-of-pocket expenses, and reasonable attorney fees.

CONTRACTOR'S LIEN NOTICE TO OWNER: This notice is to advise you of your rights under MN law in connection with the improvements to your property. Any person or company supplying labor or materials for this improvement may file a lien against your property if that person or company is not paid.

Under MN law you have the right to pay persons who supplied labor or materials for this improvement directly and deduct that amount from our contract price or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or materials for the improvement and who gave you timely notice.

DOWN PAYMENT: This proposal is valid for thirty (30) days. To be placed on the schedule, a down payment of 50% of the total estimate is required. We accept cash, check or credit card.

By signing this document, I/We agree to the provided costs and specifications as well as Hartman Companies' full set of terms and conditions and authorize Hartman Companies, Inc. to perform the work as outlined.

Customer Signature: _____

Date: _____

Customer Signature: _____

Date: _____

Hartman Companies Signature: _____

Date: _____

8099 Bavaria Road
Victoria, MN 55386

952-443-2990

Client Initials: _____