



# K.D. Landscaping

17377 Little Eagle Creek • Westfield, IN 46074  
phone: 317-896-9180 • fax: 317-867-0626

1. **Retaining Wall:** If Customer requests a 6'x 6" wood timbers wall in this Contract, K. D. Landscaping agrees to provide a 1 year warranty against a 2" slope down or out only if such retaining wall is constructed using deadmen. If Customer requests a keystone block wall (interlocking) in this Contract, K. D. Landscaping agrees to provide a 1 year warranty against a 2" slope down or out. If Customer requests a dry laid stone wall (not interlocking) in this Contract, K. D. Landscaping agrees to stagger most joints, but offers no warranty, express or implied, on such dry laid stone retaining wall. Customer acknowledges and agrees that steps, whether constructed out of wood timbers, keystone block or dry laid stone will move if not mortared in place.
  2. **Lighting:** If K. D. Landscaping agrees to provide low voltage lights in this Contract, wiring will be placed in the ground at a depth of 1/2" to 2". K. D. Landscaping warrants parts and labor for the transformer for 1 year and for 30 days on the bulbs. Customer agrees to provide outside hookups at its own expense. K. D. Landscaping provides no other warranties, express or implied, for low voltage lights. If Customer requests 120 voltage lights in this Contract, K. D. Landscaping shall install such lighting in conduit to a depth of 4" to 6". The bulbs shall be warranted for 30 days. Customer agrees to provide outside hookups at its own expense. The warranties provided by K. D. Landscaping for low voltage lights as well as 120 voltage lights do not extend to repair or replacement of such systems caused by intentional, willful or negligent acts or omissions of Customer or any third-parties.
  3. **Seeding:** If Customer requests K. D. Landscaping to provide seeding in this Contract, K. D. Landscaping shall seed by broadcast seeding with straw or a hydro-seeding mixture. K. D. Landscaping provides no warranty, express or implied, with respect to its seeding services.
  4. **Sod:** K.D. Landscaping shall provide Customer with a 1 year warranty on any sod provided pursuant to this Contract. This warranty is conditioned upon the Customer properly watering and caring for such sod. This warranty shall consist of labor and sod to replace any sod which in the sole discretion of K.D. Landscaping needs to be replaced.
  5. **Sprinkler System:** If K.D. Landscaping agrees to provide a sprinkler system in this Contract, it will be placed in the ground at a 1" to 6" depth, depending upon soil condition. Customer agrees to provide adequate water pressure and electrical power and a plug in close proximity to the clock. K. D. Landscaping agrees to provide Customer with a 1 year warranty on any sprinkler system it installs pursuant to this Contract. No other warranty, express or implied, is provided by K. D. Landscaping with respect to the installation of a sprinkler system. Specifically, Customer agrees and acknowledges that the clock is not included in any warranty by K. D. Landscaping against lightning. The sprinkler system is not covered by K. D. Landscaping's warranty if the valve box or sprinkler system is damaged by any intentional, willful or negligent acts or omissions of the Customer. Included in the cost of the sprinkler system is the initial opening and testing. Closing the system and subsequent backflow testing is not included in the initial Cost. Customer acknowledges and understands that the systems' backflow must be tested annually.
  6. **Concrete Work:** Customer and K.D. Landscaping agree and understand that K. D. Landscaping will subcontract out all concrete work to subcontractors. Customer agrees and understands that all concrete is subject to cracking. While concrete work is designed to reduce the risk of cracks through the installation of stress joints, there is no warranty, express or implied, that such concrete work will not crack. The cost or expense of any backfill required for concrete work is not included in the Cost nor is sealing.
  7. **Mortared Bricks and Blue Stone:** If Customer requests mortared bricks and blue stone to be laid on a concrete base, K. D. Landscaping warrants the work against loose stones for 1 year. The warranty shall be limited to labor and materials to replace any loose stones which in the sole discretion of K. D. Landscaping needs to be replaced. K. D. Landscaping provides Customer with no other warranties, expressed or implied, on mortared bricks and blue stone. If Customer requests mortared bricks and blue stone to be laid on sand, K. D. Landscaping provides no warranty, expressed or implied. Mortared bricks and blue stone laid on sand will move and Customer accepts and acknowledges that such movement will take place.
  8. **Lawn Chemicals:** K. D. Landscaping's lawn chemical services shall consist of the following. Sealing is not included in the Cost.
    - 1<sup>st</sup> application – Pre-emergence. Prevents crab grass.
    - 2<sup>nd</sup> application – Slow release fertilizer and weed control through systemic action. Controls most common weeds, but will not kill violet, clover or grass weeds.
    - 3<sup>rd</sup> application – Slow release fertilizer and weed control through systemic action. Controls most common weeds, but will not kill violet, clover or grass weeds.
    - 4<sup>th</sup> application – Slow release fertilizer and weed control, if in the opinion of K. D. Landscaping, such application is required.
    - 5<sup>th</sup> application – Slow release fertilizer. This application is usually done in the Fall
    - 6<sup>th</sup> application – Long term slow release fertilizer.
- There are no warranties, express or implied, by K. D. Landscaping with respect to such lawn chemical applications nor does K. D. Landscaping's lawn chemical service include insecticides unless requested by the Customer and is set forth in the Proposal in this Contract
9. **Pre Emerge Beds:** Customer acknowledges and agrees that services provided by K. D. Landscaping in connection with the pre-emergence of flower beds will prevent most weeds, but will not eliminate all weeds.
  10. **Tree Removal:** Customer understands and agrees that K. D. Landscaping will subcontract out the cutting of large trees to subcontractors. The decision as to what constitutes a large tree shall be solely in the discretion of K. D. Landscaping. Customer understands and agrees that trees will be cut off at ground level and that K. D. Landscaping shall not haul away the trees, provide dirt or seed unless such services are specifically set forth in the Proposal in this Contract. Customer further understands and agrees that K. D. Landscaping shall subcontract out to a subcontractor all Customer requests for grinding of stumps. The grinding of stumps does not include providing dirt, removing dirt or seeding services.
  11. **Decorative Stone:** The Cost set forth on the reverse side of this page is based upon the quantity of decorative stone set forth in the Proposal. The actual cost for decorative stone, not withstanding the Cost set forth in this Contract, shall be based upon the amount of decorative stone actually used by K. D. Landscaping. Customer acknowledges and understands that decorative stone will settle and is subject to shrinkage.
  12. **Mulch:** The Cost set forth on the reverse side of this page is based upon the quantity of mulch set forth in the Proposal. The actual cost for mulch, not withstanding the Cost set forth in this Contract shall be based upon the amount of mulch actually used by K. D. Landscaping. Mulch will be placed at a 1" to 2" thickness. Customer acknowledges and understands that mulch will settle and is subject to shrinkage.
  13. **Plant Removal:** When K. D. Landscaping has contracted with Customer to remove plants, the removal of such plants does not include the removal of all the plant's roots.
  14. **Landscaping:** Customer shall be provided by K. D. Landscaping a 1 year/1 time warranty on all plants installed by K. D. Landscaping pursuant to this Contract with the exception of Azaleas, Rhododendrons, perennials, ornamental grasses, dogwoods, butterfly bushes and white pines. K. D. Landscaping assumes no liability if such plants are damaged or lost due to improper care or neglect by Customer, chemical damage, pet damage, mechanical damage, over or under watering, extreme weather conditions, insects or fungus. K. D. Landscaping's warranty is limited to replacing the plant or plants with another of equal value at no charge. The replacement of any plants is in the sole discretion of K.D.Landscaping. There are no other warranties, expressed or implied, provided by K. D. Landscaping.
  15. **Weed Guard:** Whenever the Customer requests K. D. Landscaping to provide weed guard pursuant to this Contract, Customer agrees and understands that weed guard will reduce weeds, but will not eliminate all weeds. Some weeds will return.
  16. **Clean-Ups:** At the conclusion of its work, K. D. Landscaping shall be responsible for a 1 time clean up of any material and/or debris provided or created by K. D. Landscaping during the performance of this Contract.
  17. **Payment** – Customer has paid 50% of the Cost in this Contract at the time this Contract was executed. Customer agrees and shall pay the balance, by cash or check (credit card requires prior approval of K.D. Landscaping) upon the Completion Date, which date shall be determined in the sole discretion of K. D. Landscaping. Customer understands and agrees that there are no warranties for any work provided pursuant to this Contract if K. D. Landscaping is not paid in full in accordance with the terms of this Contract. Customer further agrees and understands that K. D. Landscaping will not accept post-dated checks or checks remitted by mail. There will be a \$15.00 or 2.5% per month late fee on invoices not paid, whichever is greater per the Contract.
  18. **Damages.** K. D. Landscaping shall not be held responsible for damages to unmarked utilities, cables, sewer lines, finger systems, sprinkler systems, low or high voltage lighting systems and invisible fences. Customer agrees to indemnify and hold harmless K. D. Landscaping from any and all such damages, costs, expenses and attorneys fees.
  19. **Access to Premises.** Customer consents to K. D. Landscaping's access to its premises including, but not limited to yards, sidewalks and driveways, for the purposes of performing this Contract. Customer agrees that K. D. Landscaping shall not be held responsible for cracks to such sidewalks and driveways. K. D. Landscaping shall, whenever possible, obtain prior approval of the Customer before utilizing the Customer's premises, including yard, sidewalks and driveways. K.D. Landscaping retains a purchase money security interest in the goods and services until payment in full is made and Customer agrees to allow K.D. Landscaping employees to re-enter the Customer's premises in the future to repossess such goods.
  20. **Miscellaneous.** In the event of a breach of this Contract by Customer, K. D. Landscaping shall be entitled to reasonable attorneys fees and court costs. In addition, Customer agrees to pay all court costs and reasonable attorneys fees of K.D. Landscaping for Customer asserting any claim against K.D. Landscaping for work performed by a subcontractor. Finally, Customer agrees to indemnify K.D. Landscaping against any judgments in favor of Customer and against K.D. Landscaping for any subcontract work.
  21. **Disclaimer:** Except as set forth above in this Contract, K. D. Landscaping disclaims all warranties, express and/or implied including the warranty of merchantability and the warranty of fitness for a particular purpose.

CUSTOMER

K.D. LANDSCAPING

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_