

Warranty and Disclaimers

Warranty and Disclaimers as printed on Baxter Gardens letterhead and referenced on all email communications.

Landscape Warranty

All original plant material installed by Baxter Gardens is guaranteed 100% for one (1) year from date of installation, provided proper care is given and excluding extraordinary circumstances or vandalism. Warranty does not include replacement plant material or plants not installed by Baxter Gardens.

Irrigation Warranty & Disclaimer

All irrigation installations are guaranteed for one (1) year from date of completion. Start-up and winterization of system included for the first year on new installations, excluding revisions and additions to systems. Static water pressure must be at least 75 PSI or a booster pump may be required at an additional cost. If static water pressure exceeds 120 PSI, a pressure reducing valve may be required at an additional cost.

Maintenance & Mowing Disclaimer

Contract services begin in the spring and run through the end of the fall of current year, approximately thirty (30) mowing service calls per season. Mowing services are billed in arrears on a monthly basis and only billed for services rendered. All other services are billed upon completion.

Snow Removal Disclaimer

Baxter Gardens shall not be held liable for any damages to concrete or asphalt including curbs, damages to plants or turf arising out of ice melt application or plow operation under any circumstances. If customer fails to request services by speaking directly with the manager of Baxter Gardens' snow department, customer then indemnifies Baxter Gardens from any liability that may arise out of weather conditions.

Payment

Some jobs may require a 40% deposit prior to the start of work. All remaining balance is due and payable upon receipt of invoice. Any accounts not settled within thirty (30) days after billing will be charged a 1.5% finance charge on the unpaid balance. After ninety (90) days, any unpaid accounts will be turned over to collections and purchaser will be responsible for all expenses incurred through the collections process. If balance remains unpaid, a lien will be filed against the purchaser. If final payment is not received within ninety (90) days of billing, all warranties are null and void.

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Liability

Baxter Gardens will call Dig Rite and have all main public utilities (such as Ameren UE electric, cable television or internet lines, Laclede Gas, etc.) located and marked prior to the start of work. However, the customer is responsible for having any private utilities (such as an electric dog fence, gas grill lines, pool utility lines, outdoor lighting or speaker wires, septic systems, well pumps, etc.) visibly marked and flagged prior to the start of work.

The customer must inform Baxter Gardens of any existing irrigation systems as well as mark the irrigation heads and lines. Baxter Gardens Irrigation will repair any damage to the irrigation system caused by Baxter Gardens provided the system was properly marked. Baxter Gardens will not be held liable for unmarked utilities or irrigation lines. Notify the irrigation department to schedule repair. Baxter Gardens will not be liable nor reimburse the cost of repairs performed by another company.

Indemnification and Waiver of Subrogation

Customer agrees to hold Baxter Gardens harmless from any loss or expense, including defense, indirectly arising out of Baxter Gardens' work. This includes labor, materials and equipment which results in any actual or claimed injury or damage, except to the extent of Baxter Gardens' sole negligence. Customer agrees to waive its and its insurer's right to subrogate claims against Baxter Gardens, to the extent permitted by law.

Licensing and Insurance

Baxter Gardens is a licensed Master Irrigation Contractor in St. Louis County and conforms to all state and local plumbing codes. Baxter Gardens is also a licensed landscape architecture corporation certified by the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors and Landscape Architects. Baxter Gardens is a fully insured corporation, including contractor liability, workman's compensation, vehicle and driver's insurance.

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIALS OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID ANY FILING OF LIENS AGAINST THE PURCHASER'S PROPERTY, THE PURCHASER MAY REQUEST A 'LIEN WAIVER' FROM ALL PERSONS SUPPLYING MATERIALS OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE.