

AGREEMENT #



LANDSCAPE CONTRACTING AND DESIGN, LLC

P.O. Box 8

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SOD & PLANT REPLACEMENT POLICY AND PROVISIONS

Sun Viking Landscape Contracting and Design, LLC selects the finest plant materials available. To assure both plant viability and future growth, professionals using proven planting procedures handle all plants. To further demonstrate our faith in our product, we provide the following Plant Replacement Policy.

For a period of 30 days without a sprinkler system and 365 days with a sprinkler system from the date Sun Viking Landscape Contracting and Design, LLC installs your plant material, if it is determined that the plant material is no longer viable, Sun Viking Landscape Contracting and Design, LLC shall replace the dying plant material under the following conditions.

1. All accounts must be current and fully paid. Payments are due upon receipt.
2. Upon installation, plant care & sod care instructions are provided. These must be followed to enforce policy.
3. **THERE ARE NO GUARANTEES ON SOD INSTALLTIONS.**
4. **SUN VIKING LANDSCAPE CONTRACTING AND DESIGN MUST BE INFORMED IMMEDIATELY OF A STRESSED PLANTS OR SOD. ANY CLAIMS SUBMITTED FOR COMPLETELY DEAD PLANTS & SOD, WITHOUT PRIOR NOTIFICATION, WILL BE DENIED.**
5. There are no labor costs for plant replacements unless plant material dies due to homeowner neglect.
6. Substitutions, of equal or greater value may be made, depending on plant availability.
7. Sun Viking Landscape Contracting and Design reserve the right to determine the best time to replace plant material according to planting season.
8. This will be a one (1) time replacement.
9. **SUN VIKING DOES NOT GUARANTEE ANY TRANSPLANTED PLANT MATERIAL.**
10. Sun Viking Landscape Contracting and Design, LLC is not responsible for moving or repositioning Sprinkler heads, lines, mains or valve boxes.

Note: Plants that are damaged by forces over which Sun Viking Landscape Contracting and Design, LLC has no control, such as weather, chemicals, or mechanical damage, **shall not** be replaced under the Plant Replacement Policy. Lawn areas, bedding plants, ground covers, i.e. mass plantings, will not be replaced on a per plant basis, but as needed to maintain the integrity of the design

Acceptance: *I (we) have read this Policy and find the terms to be acceptable.*

Homeowner Signature: _____ Date: _____

Derek W. Starts: _____ Date: _____