



33 Zazzetti Street, Suite 1, Waldwick, NJ 07463 • 201-670-9000 • Fax 201-670-8331

www.chrisjameslandscaping.com

Planting Warranty

Chris James Landscaping (CJL) takes great pride in landscaping your property. This pride starts from our first meeting through plant selections, installation and follow-up visits. We look at your landscaping as a partnership where there are certain responsibilities for both CJL and yourself. As we work with you to recommend and choose plants, we also explain the importance of watering, pruning, fertilizer programs and Integrated Pest Management (IPM). Some of these areas are out of our control and may affect your warranty or make it impossible to offer you one. In the case of watering, there is no way we can provide a guarantee if you do not have a quality automatic underground irrigation system. This is our only guarantee that the plants we install will receive proper watering. Again, we look to share your dream of a beautiful landscape. Please read and follow the terms and conditions listed below. If you have any questions, do not hesitate to call.

Terms and Conditions

1. New Jersey (NJ) consumers can cancel a contract within the first 72 hours of signing a contract and a full refund will be provided. Project start and completion date will depend on many factors, please speak to a CJL representative.
2. After the first 72 hours of signing, no refund will be provided.
3. Payment, as outlined in your proposal, must be followed with final payment being made in full within 14 days of completion, or warranty is null and void. If payment schedule is not met, contractor can stop the project and demand payment in full. Warranty will become null and void.
4. The property and the location being planted must have an automatic irrigation system, or Chris James Landscaping (CJL) does not offer nor imply any warranty on plants of any type that we install.
5. Ornamental plants must be inspected a minimum of four times per year as part of an Integrated Pest Management Program (IPM) and Wilt Proof (anti-desiccant) for a minimum of the first year or warranty is null and void. Call Bartlett Tree for further information: 201-444-0002.
6. Sod is to be cared for by a CJL lawn technician during the first twelve months with the use of one of our lawn care programs. Seeded lawns may require a second seeding depending on weather and site conditions. Additional seeding will be done at an additional charge.
7. All shrubs and trees must be under the care of CJL personnel for the first year for pruning and mulching.
8. CJL may require the property owner to supplement their irrigation system for deep watering of large trees.
9. Over watering by the property owner voids any and all warranties.
10. Water restrictions and water bans where regular water is greatly curtailed or forbidden, voids any and all warranties.
11. Transplants, ground covers, moss, perennials and annuals are not covered under warranty.
12. CJL instructions by visitation slip, phone, or mail must be followed or warranty is null and void.
13. CJL may require a service call to check your irrigation system at an additional charge to ensure proper watering amounts and coverage.
14. For conditions beyond our control or acts of God, exponentials include but are not limited to: hurricanes, floods, tornadoes, heavy winds, fires, theft, accidents, ice or snow damage, extensive cold, or floods, insect or disease damage which no reasonable measures taken will prevent or control.
15. Natural stone has varying color and texture as well as scuffs and scratches.
16. Masonry work: Where cement or mortar is used with man made or natural stone. There is a natural occurrence of salts that sometimes leeches from the cement or mortar. This natural efflorescence will diminish over time. CJL will use acid and other neutralizers to clean all new masonry surfaces at the completion of the project, however, efflorescence may still be present.
17. No returns on any materials or plants, shrubs, trees, perennials, annuals or ground cover once they have been delivered to your jobsite.
18. Special orders, custom cuts or products ordered only for your project, cannot be returned – no refunds.
19. Any and all balance due is subject to 2% fee monthly, up to 24% per-year. Any and all collection costs will become the responsibility of the client. Past due accounts will void any and all warranties.
20. Price(s) quoted are effective for sixty (60) days from date of proposal.
21. CJL will call for utility mark outs at no charge to you. CJL will not accept responsibility for improperly marked out utilities or utilities, cable wire or pipe not marked out. This includes drainpipe, irrigation pipe, wire and dog fence wire.
22. Unknown site conditions, ie: boulders, slab, rock and ground water issues will be addressed by the per man hourly rate plus equipment charges.

I have read and understand the above terms and conditions. By signing the contract, I agree to these terms and conditions.

Client Signature

Date

Chris James - President

Contractor signature

Date