



OASIS LANDSCAPES LLC

1. Landscape Designs:

All landscape plans are designed to help the client visualize and understand the final landscape concept and to outline all the material that will be incorporated into the landscape. These plans are used as conceptual guidelines and adjustments in the field may be necessary to achieve the desired landscape. Any revision shall be discussed with the client, and both parties will sign a "Change Order Form".

If the client wishes to pursue another Landscape Company for installation or bids, then the client may do so with the understanding that the original drawings are property of Oasis Landscapes LLC and a design fee will be required before any reproductions or original plans are released. All additional perspective sections, sketches, and/or digital images will be billed in addition to the original plan unless prior arrangements have been made.

2. Installation:

Installation of any design and proposal is dependent on weather conditions. Oasis Landscapes LLC cannot guarantee specific starting and/or completion dates due to this variable. Oasis Landscapes LLC will not hold any installation dates for clients if a proposal is not signed and a deposit has not been made. All material is guaranteed to be installed as specified using the correct engineering principles and standard practice. Any deviations from the signed proposal will require a "Change Order Form" which will be signed by both parties before installation of that change is started.

Oasis Landscapes LLC is responsible for having utilities marked by Gopher State One Call. Any underground lines such as; outdoor lights, wires, pipes, irrigation heads and lines, drain tiles, gas lines, electrical outlets, invisible fences, etc. installed by the homeowner, will be the homeowner's responsibility to mark out clearly. If these items are not marked, damage may result in leaving the property owner responsible for repairs.

3. Plant Warranty:

Trees and shrubs are warranted for a period of one year, perennials are warranted for a period of thirty days. All material will be replaced one time. Roses are warrantied only until the first frost (and not after) of the year they were installed. Oasis Landscapes LLC does not extend any warranty on sod or grass seed. All material will be of good health and disease free when installed or delivered.

This limited warranty will begin at the completion of the landscape project. Plant warranties will be void if full payment is not received within 14 days of completion.

The above warranty only applies to plant material installed by Oasis Landscapes LLC.

4. Hardscape Material:

Hardscapes are defined as pavers, concrete, rock, boulders, natural stone, asphalt, curbing, or timbers. All retaining walls are guaranteed against structural failure for three (3) years. Pavers are warranted for a period of three (3) years against settling and/or cracking of any pavers. Laminating of pavers to existing concrete not installed by Oasis Landscapes LLC. or their subcontractor is not warrantied. Color charts for pavers, retaining wall blocks, natural stone, decorative rock are only representations of the color available and true colors may vary slightly from these charts. It is recommended customers look at specific examples of all material to be installed at one of Oasis Landscapes LLC local supply yards.

5. All Other Landscape Materials:

Black dirt, fill, rock, sand, landscape fabric or poly, timbers, wood, mulch, and edging, etc. will be specified in size and volume. These amounts are approximations, and any additional material needed or requested by the client will be added to the bill at the rates specified in the proposal. Oasis Landscapes LLC does not guarantee settling of soils and/or landscaping around newly constructed buildings, existing buildings, or sites where excavating had taken place within the past 12 months. Any revisions shall be discussed with the client, and both parties will sign a "Change Order Form".

6. Drainage Issues:

Oasis Landscapes LLC only guarantees to decrease the severity of water or drainage issues. This may or may not correct the total problem due to circumstances beyond Oasis' control such as water tables, severe thunderstorms, floods, back erosion, cracks in foundations, builders error, lack of gutters, or landlocked water. Clients are urged to seek the expertise of water engineers to determine how to correct severe water problems.

7. Subcontracting:

The choice of subcontracting will be the responsibility of Oasis Landscapes LLC and all subcontracting work that is written in the proposal will be the responsibility of Oasis Landscapes LLC. Any subcontractor hired by the client for work performed before, in conjunction with, or after the proposal is signed will be the sole responsibility of the client to manage and coordinate times with, Oasis Landscapes LLC will not be responsible for repairs, clean up, disposal, or completion of any work or debris left by subcontractors not hired by Oasis Landscapes LLC.

8. Payment Agreement:

A 50% deposit at the time of the signing a proposal is required to hold a spot on the calendar. A 15% deposit will be required from November 15th through March 31st with another 35% due on April 1st. Any additions or deletions to a proposal after it has been agreed upon and signed will require a "Change Order Form" that must be agreed upon and signed by both parties before these changes can be accepted. Final payment (the remaining 50% balance) is due immediately upon completion of the project. Any remaining balance carried over 14 days will be subject to a 20% finance charge.

9. Contractors Lien:

Any Person or company supplying labor and materials for this project may file a lien against your property if that person or company is not paid for the contributions.

Under Minnesota Law you have the right to pay persons who supplied labor or materials for the project directly and deduct this 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.

10. Items Not Included:

- All work not specified in the above agreement.
- Watering, fertilizing, trimming, and other general plant care required for healthy plant development.
- Disposal of any materials not specified above or in a signed proposal.

I/we have read and understand the above contract and are in agreement with its terms, conditions, and specifications for the proposed project.

Client Signature

Date