

TERMS AND CONDITIONS

Acceptance of Proposal: The prices specifications are satisfactory and are hereby accepted. You are authorized to perform the work as specified. All prices are guaranteed for 60 days.

Irrigation: DeFazio Company gives a 5 yr. warranty on parts and a 1 yr. warranty on service Warranty will be made void if the first year winterization is not done by DeFazio Company. Winterization is done for an additional fee and is the homeowner's responsibility to schedule such service. After services are completed, any heads that need adjustment, straightened or raised will require notification within 48 hours. After 48 hours from time of installation, these services will be considered a "service call" and will not be covered.

Workmanship: All work performed by DeFazio Company shall be performed in a professional workmanlike manner of the highest quality. Proposed work shall be followed as close as possible. However, site conditions may require adjustments and changes not reflected in the drawing.

Wood Fences: Wood is a natural product and we can not warranty the product from natural defects (such as: warping, splitting, cracking, knots) that come with a natural product as it is put into the elements.

Change Orders: DeFazio Company is not responsible for changes to the original work order once the customer accepts the proposal or agreement. All materials and work originally agreed upon will be paid in full, plus the customer will pay labor and materials to complete the new work in full. New work added on during duration of the job can be agreed upon verbally unless homeowner asks for written documentation.

Concealed Contingencies: DeFazio Company is not responsible for hidden unforeseen work, which may not be reflected in the proposal. Items such as buried debris, boulders, stumps, poor drainage, concrete, etc. may require additional work and cost to the customer.

Utilities: DeFazio Company will not be responsible for damage to any sprinkler system lines or heads, invisible fences, cables, drain tile, sewer caps, clean-out, gas, telephone or any other utility lines that are on the property for the customer or any neighbors of the customer that are not properly marked by be either homeowner or O.U.P.S.

****If yard has private utilizes that need marked (I.E. electric to shed/out building, lighting wire, water lines, gas lines to pool or grills etc.) please refer to the list of private marking companies.****

****If all lines are not marked when DeFazio Company arrives on job site to begin work and needs to locate any unmarked lines, cables, pipes there will be an additional charge for this service. Prorated hourly rate.****

Permits: DeFazio Company is responsible for obtaining all permits required prior to start of work.

Materials: All materials shall be supplied as specified; however, we reserve the right to substitute materials if necessary, of equal or higher value.

DeFazio Company is not responsible for any damage to driveways, patios or sidewalks caused by any equipment or vehicles used to perform the work agreed upon in this contract (at home work is being performed at or neighboring homes).

DeFazio Company is not responsible for any acts of God that may occur to the work being done in this agreed upon contract is in its duration or after its completion. If DeFazio Company installs a lawn and a storm washes out the seed and straw DeFazio Company is not responsible but will come re-seed and straw the yard for cost of materials and labor only.

If weather does not allow DeFazio Company to complete all portions of a contract, after one week DeFazio Company does then have the right to collect all monies due on the completed portions of the job.

Payment is as follows: 10% is due upon signing of this estimate as a deposit that is non refundable and remaining balance is due upon completion of the job. Some Jobs may require a larger deposit but will be described in estimate if so. All unpaid balances are subject to a 20% charge if monies due are not received within 7 days from date of completion. All warranties and follow-ups will not be performed if balance of contract is not paid in full.

Payment Options: DeFazio Company accepts Cash, Checks, Financing (through DeFazio Company) and Credit Cards including: Visa, Master Card and Discover which will incur a 3% processing fee on total purchase. \$30.00 Fee will apply to any returned checks.

You may cancel this transaction by mailing a written notice to DeFazio Company post marked no later than midnight of the third business day after the date this contract was signed. Any Cancellation after midnight of the third business day for any reason whatsoever shall constitute a breach of contract and the purchasing signers shall be liable for liquidated damages in the amount of Forty percent (40%) of the face value of this contract.

Private Utility Locating Companies:

All Locating Services
PO Box 670302
Northfield, Ohio 44067
(216) 299-7711

www.alllocating.com

Geosearches
200 Industrial Pkwy, Ste 6B
Chagrin Falls, Ohio 44022
(440) 893-0642

www.geosearches.com

ArrowMark LLC.
PO Box 80703
Canton, Ohio 44708
(330) 268-5330

Pinpoint Utility Inspection Services
4768 Matthew Pl
Fairfield, Ohio 45014
(513) 839-0383

H A D Inc.
9797 Benner Rd.
Rittman, Ohio 44270
(330) 925-1000