

Client/Property Name: _____

Invoice #: _____

LAND ESCAPES INC. LIMITED PLANT GUARANTEE

(EFFECTIVE FEBRUARY 1, 2007)

RESIDENTIAL GUARANTEE (SINGLE FAMILY/OWNER OCCUPIED HOMES ONLY):

Hardy trees, shrubs and other woody plants (excluding roses) will be guaranteed for 12 months from installation date. Where plants die, replacements will be made as soon as available with the plants of the original size and quality as previously specified at no cost to the owner. One replacement for each plant that dies will be made. Transplanted plants from the site have no guarantee, though every precaution will be made to assure their survival.

INCLUDES: _____

Hardy perennials, grasses and roses are guaranteed for 90 days from installation date. Where plants die, replacements will be made as soon as available with plants of the original size and quality as previously specified at no cost to the owner. One replacement for each plant that dies will be made. Transplanted plants from the site have no guarantee, though every precaution will be made to assure their survival.

INCLUDES: _____

There is no guarantee on bulbs, annuals, tropicals, houseplants or other non-hardy plants.

Some specific plant varieties which have a history of survival problems may not be guaranteed or may carry a 50% original cost replacement guarantee (**see pg.2**). There will be no cost to the owner for labor required to replace these plants. Owner will be notified of these plant varieties for approval prior to purchase and installation.

The above residential guarantees will not apply where plants die due to neglect, over or under watering, chemicals, animal damage, vandalism, fire, flood, storms, hail, drought, insects, exceptional or untimely freeze, or other acts of God, excessive winter snow piling, improperly working or broken automatic irrigation systems, or by any other contingency beyond the landscape contractor's control. Owner must notify Land Escapes immediately upon noticing loss of plant. Any plant to be replaced will be carefully inspected to rule out any of the above conditions prior replacement. There will be no guarantee if the plant has been removed or altered prior to inspection. Guarantee is void if invoice is not paid in full within 60 days. Guarantee does not apply to any plant material installed between October 1st and March 15th.

COMMERCIAL GUARANTEE (INCLUDES ANY SITE OFFERED FOR PUBLIC, RENTAL, OR ORGANIZATIONAL USE):

Due to more extreme conditions and risks associated with most commercial sites, all plantings installed at commercial sites will be guaranteed as follows:

Hardy trees, shrubs and other woody plants (excluding roses) will be guaranteed for 12 months from installation date ONLY if there is a properly working automatic irrigation system installed. Where plants die, replacements will be made as soon as available with the plants of the original size and quality as previously specified at no cost to the owner. One replacement for each plant that dies will be made. Transplanted plants from the site have no guarantee, though every precaution will be made to assure their survival.

INCLUDES: _____

Hardy perennials, grasses, and roses are guaranteed for 60 days from installation date ONLY if there is a properly working automatic irrigation system installed. Where plants die, replacements will be made as soon as available with plants of the original size and quality as previously specified at no cost to the owner. One replacement for each plant that dies will be made. Transplanted plants from the site have no guarantee, though every precaution will be made to assure their survival.

INCLUDES: _____

There is no guarantee on bulbs, annuals, tropicals, houseplants, or other non-hardy plants.

Some specific plant varieties which have a history of survival problems may not be guaranteed or may carry a 50% original cost replacement guarantee (**see pg.2**). There will be no cost to the owner for labor required to replace these plants. You will be notified of these plant varieties for approval prior to purchase and installation.

The above commercial guarantees will not apply where plants die due to neglect, over or under watering, chemicals, animal damage, vandalism, fire, flood, storms, hail, drought, insects, exceptional or untimely freeze, or other acts of God, excessive winter snow piling, or by any other contingency beyond the landscape contractor's control. There will be no guarantee for any plants at any commercial site where there is no automatic irrigation system or where it is proven the irrigation system is not in proper working order. Owner must notify Land Escapes immediately upon noticing loss of plant. Any plant to be replaced will be carefully inspected to rule out any of the above conditions prior replacement. There will be no guarantee if the plant has been removed or altered prior to inspection. Guarantee is void if invoice is not paid in full within 60 days. Guarantee does not apply to any plant material installed between October 1st and March 15th.

50% COST REPLACEMENT GUARANTEE

Due to their history of problems or inconsistent hardiness, the following plants will only be covered by Land Escapes Inc. "50% Cost Replacement Guarantee". Where the following plants die within the regular guarantee terms detailed on the previous page, owner will be responsible to pay for 50% of the retail price plus sales tax of the specified plant. Land Escapes will install the new plant at no additional labor cost to the owner. All other guarantee terms and conditions remain applicable as originally detailed on previous page. This list is subject to regular updating. Please contact Land Escapes for the most recent list of plants.

Perennials:

- *Heuchera (all species)
- *Lavender (all species)
- *Carex 'Evergold'

Shrubs:

- *Mockorange
- *Azalea
- *Rhododendron
- *Daphne
- *Hydrangea 'Endless Summer'
- *Arborvitae
- *Caryopteris

Trees:

- *Arborvitae
- *Ash (due to Ash borer threat)

MISCELLANEOUS GUARANTEE:

Land Escapes Inc. may occasionally place additional guarantee limitations on plants installed due to unusual or high risk planting circumstances or requests (i.e. planting in containers). In this case, owner will be notified of the details prior to installation. The following describes such terms and conditions where applicable:

Owner Name: _____ Date: _____

Property Address: _____ City: _____ State: _____

Zip Code: _____ Phone: _____ Alt. Phone: _____

Plants Involved: _____

Location on Property: _____

Reason for Additional Limitation: _____

Special Guarantee Terms & Conditions: _____
