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TERMS AND CONDITIONS

These Terms and Conditions (“Terms”) apply to all landscape design, installation, and construction work performed by Larkin Hardscape and Design, **DBA Larkin Landscaping** (“Contractor”) for the property owner or authorized client (“Client”). By engaging Larkin Landscaping for any work, the Client acknowledges, understands, and agrees to the following:

Section 1: Scope of work, pages 1-4

Section 2: Site Conditions, pages 4-9

Section 3: Access and Property Protection, pages 9-13

Section 4: Weather and Delays, pages 14-18

Section 5: Utilities and Irrigation, pages 18-25

Section 6: Plant Material Warranty, pages 25-31

Section 7: Damage, Settling, and Post Completion Responsibility, pages 31-33

Section 8: Safety, Site Conduct, and Interference, pages 33-34

Section 9: Payment Terms, Preliminary Notice, and Collections Rights, pages 34-40

Section 10: Limitation of Liability, Pages 40-44

Section 11: Public Reviews, Defamation, and Client Communications 44-46

Section 12: Governing Law, Dispute Resolution, and Attorney’s Fees, pages 46-50

Section 13: Snow and Ice Management Terms, pages 50-54

SECTION 1. SCOPE OF WORK

All work will be performed as described in the accompanying proposal, bid, estimate, or contract (collectively, the “Scope of Work”). The Scope of Work defines the complete set of services, materials, and deliverables included in the agreed price.

1.1 Contract Documents and Included Work

Larkin Landscaping (“Contractor”) shall furnish only those labor, materials, equipment, and services expressly described in the proposal, bid, estimate, plans, specifications, allowances, selections, and other documents identified in and incorporated into this Agreement (collectively, the “Scope of Work”).

The Scope of Work constitutes the complete description of the work included in the Contract Price. Any labor, material, equipment, service, condition, feature, or deliverable not expressly included in the Scope of Work is excluded unless added through an approved Change Order.

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The Client shall promptly notify Contractor of any discrepancy, ambiguity, or requested modification affecting the Scope of Work. Contractor is not responsible for work performed by others or for correcting conditions, defects, or damage outside the Scope of Work unless expressly agreed to in a Change Order.

1.2 Change Orders

A “Change Order” is a written amendment to the Scope of Work that describes a change, addition, deletion, substitution, or deviation and states, or provides a method for determining, the resulting adjustment to the Contract Price and project schedule.

Except as provided under the Emergency Work provision below, Contractor has no obligation to perform work outside the Scope of Work unless a Change Order has first been approved in writing by both Contractor and the Client. Contractor may refuse to begin or continue changed work and may pause affected portions of the project until written authorization, required selections, deposits, and payments are received.

An approved Change Order may be executed in counterparts and by electronic signature. An email or text message constitutes approval only if it:

1. clearly identifies the proposed Change Order;
2. expressly states that the Change Order is approved;
3. is sent by an Authorized Representative; and
4. is acknowledged in writing by Contractor management.

Informal conversations, field discussions, marked plans, photographs, text messages, emails, or instructions to field personnel do not modify this Agreement unless they satisfy the requirements above or are incorporated into a Change Order signed by both Parties.

1.3 Authorized Representatives and Field Instructions

The Client shall identify in writing each person authorized to approve Change Orders on the Client’s behalf (“Authorized Representative”). The Client represents that each Authorized Representative has authority to bind the Client to changes in price, schedule, and Scope of Work.

Contractor’s field employees, laborers, equipment operators, subcontractors, vendors, and crew leaders are not authorized to amend this Agreement, quote final pricing, waive Contract requirements, or approve Change Orders unless Contractor designates that person as an authorized representative in writing.

The Client shall not direct Contractor’s field personnel, subcontractors, or vendors to perform work outside the Scope of Work. Field personnel may stop or disregard any such instruction and refer it to Contractor management. Contractor shall not be responsible for delay, inefficiency, damage, error,

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omission, or rework arising from unauthorized directions given by the Client, an occupant, another contractor, or anyone acting or appearing to act on the Client's behalf.

1.4 Pricing of Changes

Unless a Change Order states a fixed price, changed work shall be billed on a cost-plus basis. The Client shall pay Contractor's Cost of the changed work plus a markup of twenty-five percent (25%).

For purposes of this Section, "Cost" includes amounts reasonably incurred or allocated by Contractor for:

1. labor, payroll taxes, insurance, benefits, and applicable labor burden;
2. materials, supplies, delivery, shipping, handling, storage, and disposal;
3. owned or rented equipment, tools, fuel, transportation, and hauling;
4. subcontractors, consultants, permits, testing, and inspections;
5. supervision, project management, estimating, administration, and documentation;
6. mobilization, demobilization, remobilization, restocking, cancellation, and expedited-procurement charges; and
7. other expenses reasonably attributable to the changed work.

Credits for deleted work shall be limited to costs Contractor actually avoids as a result of the deletion. No credit shall be due for work already performed, materials already ordered or fabricated, nonreturnable materials, cancellation or restocking charges, committed subcontractor costs, or overhead already incurred. The twenty-five percent (25%) markup shall not be credited or refunded on costs already incurred or committed.

Contractor may require payment of all or part of a Change Order before ordering materials, scheduling labor, or beginning the changed work.

1.5 Schedule Effects

Every Change Order entitles Contractor to a reasonable adjustment of the project schedule, whether or not the Change Order states a specific number of additional days. Schedule adjustments may include time reasonably required for pricing, approvals, permitting, procurement, delivery, sequencing, subcontractor availability, demobilization, remobilization, and restoration of workflow.

Contractor is not responsible for delays, loss of productivity, interruption, resequencing, or increased cost caused by:

1. a requested or approved change;
2. delayed approval or rejection of a proposed change;
3. incomplete or revised Client selections;
4. unauthorized field directions; or
5. suspension of work pending authorization or payment.

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Contractor may reschedule its crews and subcontractors based on availability. Approval of a change does not guarantee that work will resume immediately or retain its original position on Contractor's schedule.

1.6 Unauthorized Additional Work and Ratification

Contractor is not required to perform or accept responsibility for additional work undertaken without an approved Change Order.

If additional work is nevertheless performed in response to a Client request, an apparent emergency, a concealed condition, or circumstances reasonably requiring prompt action, Contractor shall notify the Client and submit a Change Order as soon as reasonably practicable. Contractor's performance of such work does not waive the Change Order requirements applicable to any other work.

To the extent permitted by applicable law, the Client's knowing acceptance, use, or retention of additional work after receiving written notice of the work and its price shall constitute ratification of that work and an obligation to pay for it under Section 1.4. This provision does not authorize field personnel to modify the Agreement or require Contractor to honor an unauthorized request.

1.7 Concealed Conditions and Emergency Work

Conditions that were concealed, unknown, or not reasonably observable when the Agreement was prepared—including buried utilities, unsuitable soil, rock, groundwater, undocumented structures, contamination, irrigation conflicts, code requirements, or differing site conditions—are outside the Scope of Work unless expressly included.

Contractor may take reasonable action without prior Change Order approval when Contractor reasonably believes immediate action is necessary to protect persons or property, prevent additional damage, comply with law, or secure the worksite. Contractor shall notify the Client as soon as reasonably practicable. Such work shall be treated as changed work and billed under Section 1.4, with an appropriate schedule adjustment.

1.8 No Implied Waiver

Contractor's decision on one occasion to perform work before execution of a Change Order, continue work during a dispute, or accept an informal communication does not waive Contractor's right to require strict written authorization for any other change. No waiver is effective unless it is expressly stated in a writing signed by Contractor management.

SECTION 2. SITE CONDITIONS

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2.1 Client Disclosures and Site Information

Before work begins, the Client shall provide Contractor with complete and accurate information reasonably available to the Client concerning the property and all conditions that may affect the Work. This information includes, without limitation:

1. property boundaries, survey monuments, easements, rights-of-way, setbacks, and restrictions;
2. underground and overhead utilities and service lines;
3. irrigation pipes, sprinkler heads, valve boxes, control wiring, and drainage systems;
4. septic systems, sewer laterals, wells, cisterns, buried tanks, and leach fields;
5. private electrical, communications, lighting, gas, propane, water, and plumbing lines;
6. foundations, footings, retaining systems, abandoned structures, and buried construction materials;
7. hazardous, contaminated, unstable, or unsuitable materials or conditions; and
8. any other concealed condition or subsurface improvement within or near the Work area.

Unless expressly included in the Scope of Work, Contractor is not responsible for surveying the property; establishing legal boundaries, easements, or elevations; performing subsurface investigations; or independently verifying information provided by the Client, governmental authorities, utility operators, surveyors, engineers, or other third parties.

Contractor may reasonably rely on information, plans, markings, records, and representations provided by the Client or others. The Client is responsible for obtaining a survey when the location of a property boundary, easement, setback, or other legal restriction may affect the Work. Contractor's measurements, stakes, layout marks, or observations are for construction purposes only and do not constitute a legal survey.

2.2 811 Utility-Locate Requests

Contractor shall initiate or arrange for any 811 notification required of Contractor by applicable law before excavation. The applicable 811 notification center—including Blue Stakes of Utah 811 or Colorado 811, depending on the project location—acts as a communication service and does not necessarily perform the actual locating or marking. Participating facility owners or their designated locating companies are responsible for responding to the request and marking facilities they own or operate.

Contractor is not required to begin excavation until:

1. the applicable waiting period has expired;
2. all required facility operators have responded;
3. the locate ticket indicates that excavation may proceed;
4. required markings are visible and reasonably complete; and
5. Contractor reasonably determines that excavation may proceed safely and lawfully.

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Contractor may stop or postpone excavation if a response is missing, markings are unclear, inconsistent, incomplete, disturbed, or expired, or site conditions suggest the possible presence of an unmarked facility. Time required for initial locates, remarking, positive responses, utility-owner coordination, potholing, hand excavation, or other legally required precautions shall extend the project schedule and shall not constitute Contractor delay.

The Client shall provide timely access to the property for locating personnel and shall not remove, cover, alter, or disturb utility paint, flags, stakes, or other markings. If markings are disturbed by the Client, occupants, pets, guests, weather, landscaping activity, or other contractors, the cost and delay associated with remarking or rescheduling shall be the Client's responsibility.

2.3 Private and Unregistered Facilities

The Client acknowledges that an 811 request generally does not identify every underground facility. Privately owned, secondary, customer-owned, abandoned, or unregistered facilities may not be marked through the 811 system.

Such facilities may include, without limitation:

1. irrigation and sprinkler systems;
2. landscape-lighting and low-voltage wiring;
3. invisible fencing and security wiring;
4. private water and sewer lines;
5. septic systems and leach fields;
6. pool, spa, fountain, and pond plumbing;
7. gas or electrical lines beyond a meter;
8. propane lines and buried fuel tanks;
9. power or utilities serving detached buildings; and
10. abandoned, undocumented, or owner-installed facilities.

Before excavation, the Client shall disclose and clearly identify all known or suspected private facilities. When private facilities may be present in or near the Work area, Contractor may require the Client, at the Client's expense, to retain a qualified private locating service. Contractor may also arrange private locating, exploratory excavation, potholing, or hand digging as additional work chargeable under Section 1.

A private locate reduces but does not eliminate the risk of damage and is not a warranty that every underground facility will be found or accurately marked.

2.4 Damage to Unmarked or Incorrectly Marked Facilities

To the fullest extent permitted by law, Contractor is not responsible for damage to a facility or concealed improvement that:

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1. was not disclosed by the Client;
2. was not required to be marked through the applicable 811 system;
3. was unmarked, incorrectly marked, or shown in an inaccurate location;
4. differed materially from plans, records, or information supplied to Contractor;
5. was abandoned, undocumented, or installed in an unusual manner or at an unusual depth; or
6. could not reasonably have been discovered using the precautions required by applicable law.

The Client shall be responsible for the reasonable cost of locating, exposing, protecting, supporting, repairing, relocating, or working around such a facility, together with resulting downtime, remobilization, resequencing, and schedule impacts.

Nothing in this Agreement relieves Contractor of a nonwaivable duty imposed by applicable law or excludes liability to the extent finally determined to have resulted from Contractor's negligence, willful misconduct, or failure to follow legally required excavation procedures.

2.5 Concealed and Differing Site Conditions

Contractor's price and schedule are based on conditions reasonably observable at the time of contracting and on information supplied by the Client. The following constitute concealed or differing site conditions unless expressly included in the Scope of Work:

1. rock, boulders, buried concrete, foundations, debris, or construction waste;
2. unsuitable, expansive, unstable, contaminated, excessively wet, or unusually compacted soil;
3. clay, hardpan, groundwater, springs, seepage, or inadequate drainage;
4. buried utilities, pipes, structures, roots, stumps, or other obstructions;
5. undocumented fill, voids, erosion, or settlement;
6. hazardous or suspected hazardous substances;
7. archaeological, historical, or human remains; and
8. conditions materially different from those represented by the Client or reasonably anticipated by Contractor.

Upon encountering such a condition, Contractor may stop the affected Work, secure the area, and notify the Client. Contractor shall be entitled to an appropriate Change Order covering investigation, professional services, testing, removal, disposal, dewatering, soil correction, redesign, additional labor and equipment, protection measures, delays, remobilization, and other resulting costs.

Contractor is not required to proceed through or conceal a condition that Contractor reasonably believes is unsafe, unlawful, unsuitable, or likely to impair the Work. If the Parties do not agree on how to address the condition, Contractor may omit the affected Work, suspend the project, or terminate the affected portion of the Agreement, subject to payment for Work performed, costs incurred, commitments made, and demobilization.

2.6 Site Access and Client Responsibilities

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The Client shall provide Contractor with safe, lawful, and unobstructed access to the Work area during Contractor's normal working hours and at other reasonably necessary times. The Client shall:

1. remove vehicles, furniture, decorations, toys, waste, and other obstructions;
2. restrain pets and prevent children, occupants, and guests from entering active Work areas;
3. provide reasonable access to water and electricity when required by the Scope of Work;
4. disclose gates, access restrictions, alarms, codes, neighborhood requirements, and working-hour limitations;
5. obtain permissions required from owners, associations, or adjoining properties unless expressly assigned to Contractor; and
6. prevent the Work area from being used, altered, trafficked, watered, or disturbed contrary to Contractor's instructions.

Contractor may suspend Work whenever site access or conditions are unsafe, obstructed, unlawful, or unsuitable. Resulting standby time, additional mobilization, protection, cleanup, repair, and rescheduling shall be treated as additional work, and the schedule shall be extended accordingly.

2.7 Weather and Environmental Conditions

Contractor is not responsible for delay, interruption, loss of productivity, or damage caused by weather, natural events, or environmental conditions beyond Contractor's reasonable control. These conditions include wind, rain, flooding, erosion, lightning, frost, freeze-thaw cycles, snow, ice, drought, wildfire, smoke, excessive heat or cold, groundwater, severe storms, and governmental restrictions arising from such events.

Contractor may determine when weather, moisture, temperature, soil, access, or safety conditions are unsuitable for performance. Contractor is not required to proceed when doing so could create unsafe conditions, damage the property, impair workmanship, violate manufacturer requirements, or adversely affect installed materials. Weather-related suspension shall extend the schedule by the period of interruption plus reasonable time for drying, cleanup, restoration, remobilization, and rescheduling.

Unless expressly covered by a written warranty, Contractor is not responsible for erosion, washout, flooding, frost heave, plant loss, seed displacement, soil movement, material displacement, or similar damage caused by weather, improper drainage outside the Scope of Work, watering restrictions, water supplied by the Client, failure to follow care instructions, or events occurring after installation that are beyond Contractor's reasonable control.

This exclusion does not apply to the extent damage is finally determined to have resulted from Contractor's failure to perform the expressly agreed Scope of Work in accordance with the applicable standard of care.

2.8 Interference and Damage Caused by Others

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Contractor is not responsible for delay, damage, contamination, alteration, settlement, compaction, or interference caused by the Client, occupants, guests, animals, trespassers, utility providers, governmental authorities, other contractors, or any person not under Contractor's direct control.

The Client is responsible for coordinating other work at the property so that it does not obstruct, damage, contaminate, or interfere with Contractor's Work. Contractor may suspend or resequence its Work if another person's activities create congestion, unsafe conditions, conflicting work, loss of access, or a risk of damage.

Inspection, troubleshooting, protection, cleanup, repair, replacement, or re-performance made necessary by the acts or omissions of others shall constitute additional work. The Client shall be responsible for the resulting costs and schedule adjustments unless Contractor agrees otherwise in writing.

2.9 Client Responsibility for Inaccurate Information

To the fullest extent permitted by applicable law, the Client shall be responsible for losses, claims, penalties, repair costs, and reasonable expenses arising from materially inaccurate or incomplete site information supplied by the Client, the Client's failure to disclose a known condition, disturbance of locate markings, or an unauthorized direction given to Contractor's personnel.

This responsibility does not extend to losses finally determined to have resulted from Contractor's negligence, willful misconduct, or violation of a nonwaivable legal duty.

SECTION 3. SITE ACCESS, STAGING, AND PROPERTY PROTECTION

3.1 Access to the Work Area

The Client shall provide Contractor and its employees, subcontractors, suppliers, and delivery personnel with safe, lawful, direct, and reasonably continuous access to the Work area at all times reasonably necessary to perform the Work.

Required access includes, without limitation:

1. open and unlocked gates;
2. accessible driveways and entrances;
3. clear paths for workers, trucks, trailers, deliveries, and equipment;
4. adequate areas for loading, unloading, staging, and temporary material storage;
5. access to water and electrical service when required by the Scope of Work; and
6. any access codes, keys, permissions, parking arrangements, or operating instructions reasonably required for entry.

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The Client shall disclose in advance all access limitations, including weight restrictions, narrow entrances, steep grades, weak pavement, low clearances, septic areas, irrigation systems, overhead lines, neighborhood restrictions, and limitations imposed by an owners' association, landlord, governmental authority, or adjoining property owner.

Contractor may select reasonable access routes and methods based on safety, site conditions, equipment requirements, and efficient performance. Contractor is not required to use an access route that Contractor reasonably considers unsafe, unlawful, inadequate, or likely to damage equipment or impair the Work.

3.2 Removal and Protection of Client Property

Before Contractor mobilizes, the Client shall remove or secure all vehicles, trailers, recreational equipment, furniture, decorations, planters, toys, hoses, tools, waste containers, and other personal property from the Work area, access routes, and staging areas.

Unless expressly included in the Scope of Work, Contractor is not responsible for moving, storing, protecting, reinstalling, or reconnecting the Client's personal property. If Contractor agrees to move or protect such property, the work shall be treated as additional work, and Contractor is not responsible for damage resulting from undisclosed fragility, deterioration, improper installation, excessive weight, or other concealed conditions.

The Client shall keep children, occupants, guests, and pets out of active Work areas and away from Contractor's equipment, materials, excavations, and temporary facilities. Contractor may suspend Work whenever unauthorized persons or animals enter or interfere with the Work area.

3.3 Failure to Provide Access

If required access is unavailable, obstructed, unsafe, restricted, or materially different from what the Client represented, Contractor may:

1. suspend or postpone the affected Work;
2. resequence the Work;
3. reschedule crews, subcontractors, or deliveries;
4. use another reasonable access route with the Client's approval when required; or
5. terminate the affected portion of the Work if adequate access cannot reasonably be provided.

The Client shall be responsible for resulting standby time, lost production, additional handling, return delivery charges, storage, demobilization, remobilization, equipment charges, and other reasonably incurred costs. Such costs shall constitute additional work under Section 1, and the project schedule shall be extended accordingly.

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Contractor does not guarantee immediate return to the project following an access-related interruption. Work may resume when adequate access is restored and Contractor's crews, subcontractors, equipment, and materials are reasonably available.

3.4 Staging and Material Storage

The Client authorizes Contractor to designate and use reasonable portions of the property for the temporary staging and storage of materials, soil, aggregate, waste containers, trailers, portable facilities, tools, and equipment required for the Work.

Contractor shall use reasonable care in selecting staging areas. The Client acknowledges that staging may temporarily restrict parking, access, visibility, irrigation, or use of portions of the property.

Unless expressly included in the Scope of Work, Contractor is not responsible for:

1. ordinary discoloration, compression, indentation, or temporary disturbance resulting from reasonable staging;
2. staining or residue caused by naturally occurring soil, aggregate, mulch, or similar landscape materials;
3. damage caused by the Client or third parties moving, using, tampering with, or relocating staged materials or equipment; or
4. theft, vandalism, or damage caused by persons outside Contractor's control.

The Client shall not move, use, dispose of, cover, water, alter, or interfere with Contractor's materials, markings, barriers, equipment, or staging areas without Contractor's prior written authorization.

3.5 Existing Conditions and Preconstruction Documentation

Before beginning Work, Contractor may photograph or otherwise document existing site and access conditions. Such documentation may include driveways, curbs, sidewalks, walls, fences, structures, vegetation, utilities, and adjoining areas. The Client authorizes reasonable photographs and recordings for project documentation, safety, quality-control, and dispute-resolution purposes.

The Client shall identify in writing any existing damage, weakness, settlement, deterioration, drainage problem, or other condition that may be affected by construction access. Contractor's failure to document a condition does not create a presumption that the condition did not previously exist.

Contractor is not responsible for damage caused or contributed to by:

1. pre-existing cracks, deterioration, settlement, rot, corrosion, or instability;
2. inadequate design, thickness, reinforcement, base preparation, or compaction;
3. concealed voids, unsuitable soils, roots, moisture, frost, or drainage conditions;
4. structures or surfaces that are incapable of supporting reasonably anticipated construction loads;

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5. inaccurate or incomplete information supplied by the Client or others; or
6. conditions that were concealed and not reasonably observable before Work began.

3.6 Construction Traffic and Incidental Disturbance

The Client acknowledges that landscape construction requires the movement and operation of workers, trucks, trailers, compactors, skid steers, excavators, loaders, and other equipment. Even when reasonable care is exercised, such activity may result in dust, noise, vibration, mud, temporary blockage, soil compaction, tire marks, rutting, scuffing, staining, minor surface wear, and disturbance to turf or vegetation.

Contractor shall use reasonable care to minimize unnecessary damage. However, temporary or incidental effects ordinarily associated with proper construction operations do not constitute defective Work.

When the approved or reasonably necessary access route crosses turf, soft ground, gravel, pavers, curbs, sidewalks, driveways, or other existing improvements, the Client accepts the risk of incidental disturbance arising from reasonable construction use, except to the extent damage is finally determined to have resulted from Contractor’s negligence, willful misconduct, or failure to use the agreed access route.

3.7 Protection Systems and Special Access Measures

Protective measures such as ground mats, plywood, temporary roadways, traffic control, crane service, hand transport, additional labor, smaller equipment, fencing removal, surface coverings, or restoration are not included unless expressly stated in the Scope of Work.

If Contractor determines that special protection or access measures are reasonably necessary, Contractor shall notify the Client when practicable. The cost of those measures and any resulting schedule adjustment shall be addressed through a Change Order.

If the Client declines a reasonably recommended protective measure, Contractor may:

1. refuse to use the affected route;
2. proceed only upon written allocation of the resulting risk, to the extent permitted by law; or
3. suspend or omit the affected Work.

Contractor is not required to proceed under conditions that Contractor reasonably considers unsafe or likely to cause disproportionate damage.

3.8 Restoration and Cleanup

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Unless expressly included in the Scope of Work, the Contract Price does not include restoration of areas disturbed by reasonably necessary access, staging, delivery, excavation, or equipment operation.

Excluded restoration may include:

1. sod replacement, reseeding, aeration, or soil amendment;
2. repair or replacement of gravel, asphalt, concrete, pavers, edging, or curbs;
3. pressure washing or specialized stain removal;
4. fence, gate, or landscape removal and reinstallation;
5. correction of compaction, rutting, settlement, or drainage outside the Scope of Work; and
6. repair of irrigation or private facilities that were unmarked, incorrectly marked, or undisclosed.

At the Client's request, Contractor may perform available restoration as additional work under Section 1. Ordinary construction cleanup included in the Scope of Work does not include restoring pre-existing conditions or eliminating every trace of construction traffic.

3.9 Permits and Third-Party Property

The Client shall obtain any permission necessary for Contractor to cross, occupy, stage upon, or otherwise use property not owned by the Client unless the Scope of Work expressly assigns that responsibility to Contractor.

Contractor may rely on the Client's representation that the Client has authority to grant access to all designated Work, staging, and access areas. The Client shall be responsible, to the fullest extent permitted by law, for claims or costs arising from the Client's failure to obtain required permission.

Contractor is not responsible for damage, delay, alteration, or interference caused by utility providers, delivery services, governmental authorities, other contractors, occupants, neighbors, or other persons not under Contractor's direct control. Inspection, repair, cleanup, or re-performance necessitated by such third-party activity shall constitute additional work.

3.10 Security and Site Control

Contractor may install temporary barriers, caution tape, fencing, covers, signage, or other reasonable safety measures. Such measures do not transfer control or security of the entire property to Contractor.

The Client remains responsible for general property security and for preventing unauthorized persons from entering the Work area outside Contractor's working hours. The Client shall not remove or alter safety devices, excavation protection, erosion controls, markings, or barriers installed by Contractor.

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Contractor may immediately suspend Work if site conditions, interference, unauthorized entry, or removal of protective measures creates a safety or property risk. The resulting costs and schedule impacts shall be the Client's responsibility.

3.11 Limitation and Preservation of Legal Duties

Nothing in this Section requires the Client to assume responsibility for damage finally determined to have resulted from Contractor's negligence, willful misconduct, breach of the expressly agreed Scope of Work, or violation of a nonwaivable legal duty.

Except for those circumstances and to the fullest extent permitted by applicable law, the Client accepts the ordinary and disclosed risks associated with the access routes, staging locations, and construction methods reasonably necessary to complete the Work.

SECTION 4. SCHEDULE, WEATHER, AND DELAYS

4.1 Estimated Schedule

Any start date, completion date, duration, or milestone stated in the Agreement, proposal, correspondence, or project schedule is a good-faith estimate based on the information and conditions reasonably known when the estimate is provided. Unless expressly identified in a writing signed by Contractor as a "Guaranteed Completion Date," no date is guaranteed, and time is not of the essence.

The project schedule is subject to adjustment for changes in the Scope of Work, weather, site conditions, Client decisions, governmental requirements, material availability, and other circumstances described in this Agreement.

Contractor may determine the sequence, timing, crew allocation, and means and methods of performing the Work. Contractor may resequence activities or temporarily move crews, equipment, or subcontractors to other projects when the Work cannot proceed efficiently, safely, lawfully, or in accordance with applicable quality requirements.

A delay or interruption does not require Contractor to add labor, work overtime, incur premium freight, use substitute materials, or accelerate the Work unless the Parties approve the resulting cost and schedule adjustment in a written Change Order.

4.2 Excusable Delays

An "Excusable Delay" is a delay, disruption, suspension, loss of productivity, or inability to perform caused by circumstances beyond Contractor's reasonable control and not resulting from Contractor's material failure to exercise reasonable care.

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Excusable Delays include, without limitation:

1. Adverse weather or resulting site conditions;
2. Flood, fire, lightning, windstorm, drought, freeze, frost, wildfire, smoke, earthquake, epidemic, pandemic, or other natural event;
3. Labor or transportation disruption, civil unrest, war, terrorism, vandalism, or governmental action;
4. Utility interruption, utility-locate delay, inspection delay, permitting delay, or action by a governmental authority;
5. Material shortage, allocation, discontinuation, backorder, manufacturing delay, or delivery disruption not reasonably avoidable by Contractor;
6. Concealed or differing site conditions;
7. Acts or omissions of the Client, an occupant, another contractor, a designer, an engineer, a utility provider, an owners' association, an inspector, or another third party;
8. Restricted, unsafe, or unavailable site access;
9. Changes to the Scope of Work, delayed selections, or delayed approvals;
10. Casualty, theft, or damage caused by persons outside Contractor's control;
11. Equipment breakdown that could not reasonably have been prevented through ordinary maintenance;
12. Illness, injury, or labor unavailability that materially affects Contractor's workforce and cannot reasonably be avoided; and
13. Any comparable circumstance Contractor could not reasonably prevent or overcome.

An Excusable Delay is not a breach of this Agreement and does not entitle the Client to damages, backcharges, offsets, penalties, or termination for default.

4.3 Schedule Extensions

Contractor shall receive a reasonable extension of time for every Excusable Delay. The extension shall include:

1. The duration of the delaying event;
2. Time reasonably required to evaluate conditions and determine how to proceed;
3. Drying, thawing, cleanup, repair, testing, or restoration time;
4. Procurement and delivery time;
5. Demobilization and remobilization;
6. Time required to restore an efficient sequence of Work; and
7. Reasonable rescheduling time based on the availability of Contractor's crews, equipment, subcontractors, and suppliers.

An extension is not limited to the number of days during which physical Work was impossible. A disruption affecting one activity may delay later activities, material deliveries, inspections, or crew availability.

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Contractor is not required to reserve labor, equipment, subcontractors, or a position in its schedule throughout an interruption. Work shall resume when the delaying condition has been resolved and the necessary resources are reasonably available.

4.4 Weather and Environmental Conditions

The Client acknowledges that landscape and outdoor construction work is weather-dependent. Contractor may suspend, postpone, or resequence Work whenever Contractor reasonably determines that weather or environmental conditions could:

1. Endanger persons or property;
2. Prevent proper installation;
3. Damage the site, materials, or completed Work;
4. Violate manufacturer instructions or accepted installation practices;
5. Impair compaction, grading, drainage, curing, planting, or finishing;
6. Prevent equipment from operating safely or effectively; or
7. Produce an unacceptable or unreliable result.

Such conditions include excessive rain, standing water, flooding, erosion, mud, saturated or unstable soil, snow, ice, frost, freezing temperatures, freeze-thaw conditions, extreme heat, drought, high wind, lightning, smoke, dust, poor air quality, and related conditions existing during or after a weather event.

Contractor shall determine when conditions are suitable for resuming Work. The fact that precipitation has stopped, temperatures have changed, or another contractor is willing to work does not establish that conditions are suitable for Contractor’s Work.

4.5 Weather-Related Damage

Unless expressly included in a written warranty, Contractor is not responsible for loss, deterioration, or damage caused by weather, natural events, or environmental conditions beyond Contractor’s reasonable control.

Excluded conditions include, without limitation:

1. Plant stress or loss caused by heat, cold, drought, wind, insufficient or excessive watering, watering restrictions, or failure to follow care instructions;
2. Seed, sod, soil, mulch, gravel, or finish displacement caused by wind, runoff, flooding, or erosion;
3. Washouts, settlement, saturation, or soil movement caused by precipitation, groundwater, drainage originating outside the Scope of Work, or conditions not reasonably observable during installation;
4. Frost heave, freeze-thaw movement, or thermal expansion affecting soil, concrete, masonry, stone, or pavers; and

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5. Damage to in-progress or completed Work caused by a natural event after Contractor has taken the protection measures included in the Scope of Work.

At the Client's request, Contractor may inspect or repair weather-related damage as additional work under Section 1. Emergency protection, pumping, cleanup, erosion repair, replacement planting, regrading, reinstallation, and restoration are not included unless expressly stated in the Scope of Work.

These exclusions do not apply to the extent damage is finally determined to have resulted from Contractor's negligence, willful misconduct, or failure to perform the expressly agreed Scope of Work in accordance with applicable standards.

4.6 Client-Caused and Third-Party Delays

A "Client-Caused Delay" includes any delay, disruption, loss of productivity, or additional cost caused by:

1. Failure to provide access, information, payment, approval, selection, permission, or direction when reasonably required;
2. A change or attempted change to the Scope of Work;
3. Interference by the Client, occupants, guests, pets, or persons under the Client's control;
4. Failure to prepare or maintain the site as required by this Agreement;
5. Work performed by another contractor, supplier, utility provider, or service provider retained by or coordinated through the Client;
6. Damage to Contractor's Work, equipment, materials, markings, or staging areas by others;
7. A stop-work direction not caused by Contractor's material default; or
8. Failure to coordinate inspections, utility work, adjoining work, or third-party access assigned to the Client.

Contractor shall receive both a reasonable schedule extension and an equitable adjustment to the Contract Price for a Client-Caused Delay. Recoverable amounts may include standby labor, supervision, project management, storage, escalation, cancellation charges, return-delivery charges, additional handling, equipment downtime, protection, demobilization, remobilization, resequencing, reduced productivity, and subcontractor or supplier charges.

Such amounts shall be treated as additional work under Section 1. Contractor may require payment before resuming the affected Work.

4.7 Material Availability and Substitutions

Contractor is not responsible for delays caused by the shortage, allocation, discontinuation, backorder, manufacturing delay, transportation disruption, or unavailability of a specified material when the condition was not reasonably within Contractor's control.

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Contractor may propose a reasonably comparable substitute. No substitution that materially changes the appearance, performance, or price of the Work shall be made without the Client's written approval, except where immediate action is reasonably necessary to protect persons or property.

If the Client rejects a reasonable substitute, the resulting procurement delay shall extend the schedule. Price increases, premium freight, special ordering, restocking, cancellation, storage, and other costs resulting from material unavailability or the Client's selection shall be addressed by Change Order.

4.8 Notice and Mitigation

Contractor shall notify the Client within a reasonable time after Contractor becomes aware of a material delay. Notice may be provided by email, text message, project-management system, or other written communication.

Contractor shall use commercially reasonable efforts to reduce avoidable effects of a delay. Contractor is not required to incur overtime, premium freight, additional crews, replacement subcontractors, or other extraordinary costs unless the Client agrees in writing to pay those costs.

Failure to identify the final duration or full cost of a delay in the initial notice does not waive Contractor's right to a later schedule or price adjustment when the effects become reasonably ascertainable.

4.9 Suspension by Contractor

Contractor may suspend all or part of the Work if:

1. Conditions are unsafe or unsuitable;
2. Required access, information, selections, approvals, permits, inspections, or payments are unavailable;
3. Continued performance could damage persons, property, materials, or completed Work;
4. The Client or others materially interfere with Contractor's performance;
5. An Excusable Delay prevents efficient performance; or
6. The Client materially breaches this Agreement.

A permitted suspension is not abandonment or breach. Contractor shall be entitled to a schedule extension and, when the suspension results from the Client or a condition allocated to the Client under this Agreement, payment of the resulting costs.

4.10 Extended Delay or Suspension

If an Excusable Delay continues for thirty consecutive days or materially prevents performance for forty-five cumulative days, Contractor may provide the Client with written notice and:

1. Revise the anticipated schedule;

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2. Place the remaining Work on hold;
3. Propose revised pricing based on then-current labor, material,

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SECTION 5. UTILITIES AND IRRIGATION

5.1 Utility-Locate Procedures

Before excavation, Larkin Landscaping (“Contractor”) shall submit or arrange for any utility-locate request required of Contractor under applicable Utah law.

Blue Stakes of Utah 811 is a notification center and does not itself locate or mark underground facilities. Blue Stakes notifies participating facility operators, which are responsible for responding to the request and marking the facilities they own or operate.

Contractor is not required to begin excavation until:

1. The applicable waiting period has expired;
2. Required facility operators have responded;
3. The locate ticket indicates that excavation may lawfully proceed;
4. Required markings are visible and reasonably complete; and
5. Contractor reasonably determines that excavation may proceed safely.

Contractor may postpone or suspend excavation if a facility operator has not responded; markings are unclear, inconsistent, disturbed, incomplete, or expired; or site conditions indicate that an unmarked facility may be present.

Time required for locating, remarking, positive responses, hand excavation, potholing, utility-owner coordination, or other legally required precautions shall extend the project schedule and shall not constitute Contractor delay.

5.2 Limitations of Utility Locates

The Client acknowledges that a Blue Stakes request does not identify every underground line or facility. Facility operators generally mark only facilities they own or operate. Privately owned, secondary, customer-owned, abandoned, or unregistered facilities may not be marked.

Unmarked private facilities may include:

1. Irrigation pipes, sprinkler lines, drip tubing, valve wiring, and control cables;

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2. Landscape-lighting and other low-voltage wiring;
3. Private water and sewer laterals;
4. Septic systems, leach fields, wells, and buried tanks;
5. Gas or electrical lines located beyond a meter;
6. Propane lines and fuel lines;
7. Pool, spa, fountain, and pond plumbing;
8. Power or utility lines serving detached structures;
9. Invisible fencing, security wiring, and communication lines; and
10. Abandoned, owner-installed, undocumented, or improperly installed facilities.

The Client shall disclose and clearly identify all known or suspected private facilities before Work begins. When private facilities may be present within or near the Work area, Contractor may require the Client, at the Client's expense, to retain a qualified private locating service.

At the Client's request, Contractor may coordinate private locating, exploratory excavation, potholing, or hand digging as additional work under Section 1. Neither a public nor private locate guarantees that every facility will be found, accurately identified, or marked at its actual depth.

5.3 Protection of Markings and Access

The Client shall provide utility operators and locating personnel with timely access to the property. The Client shall not remove, cover, relocate, alter, or disturb locate paint, flags, stakes, or other markings.

If markings are damaged, obscured, removed, or rendered unreliable by the Client, occupants, guests, pets, weather, irrigation, landscaping activity, or other contractors, Contractor may stop Work and request remarking. Resulting delay, downtime, return trips, remobilization, and additional labor or equipment shall be treated as additional work.

Contractor may preserve utility markings through photographs or other project documentation. Such documentation does not constitute a warranty regarding the accuracy or completeness of the markings.

5.4 Damage to Unmarked or Incorrectly Marked Facilities

Contractor shall exercise reasonable care and comply with applicable excavation requirements when working around marked facilities.

To the fullest extent permitted by law, Contractor is not responsible for damage to a utility, irrigation component, conduit, wire, pipe, or concealed improvement that:

1. Was not disclosed by the Client;
2. Was not marked or required to be marked through Blue Stakes;
3. Was incorrectly, incompletely, or inaccurately marked;
4. Was located outside the area indicated by the markings;

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5. Was abandoned, undocumented, or installed in an unusual manner or at an unusual depth;
6. Differed materially from plans, records, or information supplied to Contractor;
7. Was deteriorated, leaking, brittle, corroded, improperly assembled, or otherwise defective; or
8. Could not reasonably have been discovered using legally required excavation precautions.

The Client shall be responsible for the cost of locating, exposing, protecting, supporting, repairing, replacing, relocating, or working around such a facility, together with resulting delay, downtime, testing, cleanup, remobilization, and restoration.

Nothing in this Section relieves Contractor of a nonwaivable duty under applicable law or excludes liability to the extent damage is finally determined to have resulted from Contractor's negligence, willful misconduct, or failure to follow legally required excavation procedures.

5.5 Utility Damage and Emergency Response

If Contractor discovers or damages a suspected utility or underground facility, Contractor may immediately stop Work, secure or evacuate the affected area, contact the appropriate facility operator or emergency service, and take other reasonable protective action.

The Client shall not direct Contractor to continue Work in an area Contractor reasonably considers unsafe. Work may resume when the affected facility has been evaluated, repaired, isolated, or declared safe by an appropriate qualified person.

Unless the event resulted from Contractor's negligence or violation of a nonwaivable legal duty, the Client shall be responsible for emergency-response costs, repair costs, standby time, delay, cleanup, restoration, demobilization, and remobilization arising from an unmarked, incorrectly marked, undisclosed, or defective facility.

5.6 Existing Irrigation Systems

Existing irrigation systems may contain concealed conditions that cannot be identified through ordinary visual inspection. These conditions may include:

1. Active or inactive leaks;
2. Cracked or deteriorated pipe and fittings;
3. Clogged, buried, damaged, or mismatched sprinkler heads;
4. Failed valves, solenoids, controllers, sensors, or wiring;
5. Unpressurized, abandoned, or undocumented zones;
6. Improper pipe sizing, zoning, installation, or coverage;
7. Insufficient or fluctuating pressure or flow;
8. Cross-connections or code deficiencies;
9. Freeze damage or incomplete winterization; and
10. Prior repairs or modifications performed by others.

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Unless expressly included in the Scope of Work, Contractor is not responsible for inspecting, testing, diagnosing, mapping, repairing, upgrading, or certifying the existing irrigation system.

The discovery or appearance of an existing defect during or after Contractor's Work does not establish that Contractor caused the defect. Contractor is not responsible for an existing or concealed irrigation condition merely because Contractor worked near it or because the condition became observable after excavation, shutdown, repressurization, or other project activity.

5.7 Irrigation Testing and Shutdown

When reasonably necessary for the Work, the Client authorizes Contractor to shut down, isolate, drain, activate, or test affected portions of the irrigation system.

Testing performed by Contractor is limited to conditions reasonably observable at the time of the test. A successful test does not guarantee that the system is free of concealed leaks or defects or that it will continue to operate properly.

Contractor is not responsible for damage resulting from:

1. The inability to locate or operate an existing shutoff valve;
2. A defective valve, controller, fitting, pipe, wire, or other component;
3. Repressurization of a deteriorated or improperly installed system;
4. Water pressure or flow conditions outside Contractor's control;
5. A utility interruption or water restriction; or
6. The Client or another person activating, changing, or operating the system contrary to Contractor's instructions.

Additional testing, diagnosis, repair, water removal, or restoration required because of an existing or concealed condition shall constitute additional work.

5.8 Irrigation Relocation and Additional Work

Unless expressly included in the Scope of Work, relocation, alteration, extension, replacement, or reconfiguration of an existing irrigation system is additional work.

Additional irrigation work may include:

1. Moving or adding sprinkler heads;
2. Relocating, replacing, or adding valves;
3. Installing or repairing control wiring;
4. Changing zones, nozzles, pressure regulators, or drip systems;
5. Modifying pipe routes to accommodate new construction;
6. Repairing systems damaged by deterioration, unknown conditions, or others;
7. Correcting inadequate coverage, pressure, flow, or system design; and
8. Updating controllers, schedules, sensors, or programming.

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Contractor may stop affected Work until the Client approves a Change Order. When immediate action is reasonably necessary to prevent flooding, property damage, or an unsafe condition, Contractor may isolate the affected system and perform reasonable emergency-protection work, which shall be billed as additional work.

5.9 Irrigation Work Performed by Contractor

When irrigation installation or modification is expressly included in the Scope of Work, Contractor is responsible only for the identified components and Work.

Work on one portion of an existing system does not make Contractor responsible for the design, condition, compatibility, code compliance, performance, or future operation of portions Contractor did not install or modify.

Replacement components may not exactly match existing components in brand, color, configuration, spray pattern, or performance. Contractor may use reasonably compatible components unless the Scope of Work requires a specific product.

Unless expressly included, Contractor does not warrant:

1. Uniform coverage from an existing system;
2. Existing water pressure or flow;
3. Compatibility with existing controllers, valves, wiring, or plumbing;
4. The accuracy of existing zone maps or labels;
5. Compliance of existing work performed by others; or
6. The performance of components outside Contractor’s Scope of Work.

5.10 Final Testing and Client Acceptance

If irrigation work is included, Contractor shall perform a reasonable operational test of the affected components when water service, weather, site conditions, and seasonal conditions permit.

The Client shall report any readily observable concern within five calendar days after the affected system is placed into operation or Contractor gives notice that testing is complete. Failure to report a readily observable concern within that period does not waive a valid written warranty but may affect Contractor’s ability to determine when or how the condition arose.

Testing may be postponed when freezing temperatures, winterization, water restrictions, unavailable water service, or other conditions prevent safe operation. Postponed startup or testing is not Contractor delay and may require a separate return visit charge unless expressly included in the Scope of Work.

5.11 Client Operation and Maintenance

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Following completion or turnover of the irrigation Work, the Client is responsible for routine operation, observation, adjustment, and maintenance of the system unless a written maintenance agreement states otherwise.

The Client's responsibilities include:

1. Monitoring for leaks, breaks, runoff, pooling, and inadequate coverage;
2. Adjusting watering frequency and duration for weather, season, soil, plant type, and governmental restrictions;
3. Maintaining proper controller settings and replacing controller batteries when applicable;
4. Keeping sprinkler heads, emitters, valves, and sensors unobstructed;
5. Arranging seasonal startup, shutdown, draining, and winterization;
6. Protecting the system against freezing, vehicles, animals, excavation, and other contractors; and
7. Promptly shutting off the affected water supply and notifying Contractor if a leak or malfunction is discovered.

Contractor is not responsible for plant loss, turf damage, erosion, water damage, excessive water use, or other loss caused by failure to operate, monitor, adjust, maintain, shut down, or winterize the system properly.

Failure to provide proper irrigation or follow written care instructions may void any plant warranty to the extent the failure caused or contributed to the claimed loss.

5.12 Water Pressure, Coverage, and Efficiency

Irrigation performance depends on water pressure, flow, supply capacity, weather, soil conditions, grading, plant growth, municipal restrictions, and existing system design.

Unless expressly guaranteed in the Scope of Work, Contractor does not guarantee a particular pressure, flow rate, distribution uniformity, water consumption, coverage percentage, or operating cost.

Changes in utility service, pressure, water restrictions, vegetation, grading, adjacent construction, or operation by others after completion are outside Contractor's control. Any evaluation, redesign, adjustment, or correction resulting from those conditions shall constitute additional work.

5.13 Damage or Alteration by Others

Contractor is not responsible for damage, malfunction, or alteration caused by the Client, occupants, utility providers, maintenance personnel, delivery services, animals, or other contractors or service providers.

The Client shall notify other persons working on the property of known irrigation and utility locations and shall coordinate their activities to avoid damage to Contractor's Work.

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Inspection, troubleshooting, repair, replacement, reprogramming, or restoration required because of third-party activity shall be treated as additional work and shall not be covered by Contractor's warranty.

5.14 No Comprehensive System Certification

Unless expressly stated in the Scope of Work, Contractor's performance of limited irrigation work, testing, repair, or modification does not constitute:

1. Certification of the entire irrigation system;
2. Acceptance of responsibility for work performed by others;
3. A representation that the system complies with all current codes;
4. A guarantee that no concealed defects exist; or
5. A guarantee of future system performance.

Any comprehensive audit, mapping, code review, coverage analysis, or system certification must be expressly included in the Scope of Work or authorized by Change Order.

SECTION 6. PLANT MATERIAL AND WARRANTY

All trees, shrubs, perennials, and ornamental grasses installed by Larkin Landscaping ("Contractor") include a one (1) year limited warranty from the date of installation, provided the plant material has been properly installed by the Contractor, purchased at qualifying retail pricing, and maintained by the Client in accordance with industry-standard care practices.

This limited warranty covers the replacement of eligible trees, shrubs, perennials, and ornamental grasses that fail to survive due to reasons attributable to the original installation or nursery quality, subject to the conditions and exclusions set forth below.

This warranty applies only to eligible plant material selected, sourced, and purchased through Larkin Landscaping's approved nurseries, billed at full retail pricing, and installed by Larkin Landscaping.

Annuals are expressly excluded from warranty coverage. This warranty also does not apply to Client-supplied plant material, relocated or transplanted material, or plants installed by others.

6.1 Warranty Conditions

To qualify for coverage under this limited warranty:

1. The Client must maintain proper care of all plant material after installation, including sufficient watering, appropriate fertilization, seasonal maintenance, and proper pruning.

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2. The Client must notify Larkin Landscaping **in writing** immediately upon noticing signs of plant distress, disease, decline, or suspected failure.
3. Larkin Landscaping shall be given reasonable access to inspect the affected plants and determine the cause of failure before removal, replacement, or alteration.
4. All warranty claims must be submitted within the original one-year warranty period. Claims submitted after this period will not be considered.
5. The warranty is limited to **one (1) replacement per eligible plant** during the original warranty period. No cash refunds or credits will be issued in lieu of replacement.
6. All plant material must meet the purchasing, pricing, and installation requirements outlined in Section 6.9.

6.2 Warranty Exclusions

This warranty does not cover damage or loss resulting from factors beyond Larkin Landscaping's control, including but not limited to:

- Neglect or improper maintenance, including failure to water, overwatering, underwatering, or failure to adjust irrigation schedules to seasonal conditions;
- Pest infestation, insects, disease, or fungal issues not attributable to original nursery quality or installation;
- Weather or environmental conditions, including heat, frost, drought, flooding, hail, snow, ice, wind, or other acts of nature;
- Soil compaction, poor drainage, or existing soil conditions not created by Larkin Landscaping;
- Pre-existing or transplanted plant material;
- Annual flowers, seasonal annual plantings, bulbs, and groundcovers, unless specific coverage is expressly agreed to in writing;
- Discounted, wholesale, Client-selected, or Client-supplied plant material that does not meet the requirements of Section 6.9;
- Damage caused by animals, pets, wildlife, vehicles, or foot traffic;
- Damage caused by other contractors, homeowners, or third parties working in or around the landscape area;
- Chemical or mechanical injury, including exposure to herbicides, fertilizers, pesticides, or de-icing agents;
- Vandalism, theft, or physical injury to plant material after installation;
- Improper irrigation system performance, including lack of coverage, malfunctioning valves, timers, or emitters;
- Failure to make full payment for the project or for any additional work performed by Larkin Landscaping in accordance with the contract.

Perennials and ornamental grasses are eligible for warranty coverage when they meet all applicable purchasing, installation, and maintenance requirements.

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Warranty coverage may be denied for affected plant material when an excluded condition causes or materially contributes to its failure. The existence of an unrelated excluded condition does not automatically void coverage for otherwise eligible plants.

6.3 Replacement Policy

Warranty replacements will be made one time only per plant, and only during optimal planting seasons:

- **Spring:** May 1 – June 30
- **Fall:** September 1 – November 15

Replacements are subject to weather conditions, nursery availability, and scheduling limitations.

Seasonal Dormancy of Perennials and Ornamental Grasses

Perennials and ornamental grasses naturally experience seasonal dormancy, dieback, discoloration, and changes in appearance throughout the year. These normal seasonal changes do not constitute plant failure and are not grounds for warranty replacement.

Warranty claims involving perennials and ornamental grasses will be evaluated during the appropriate growing season, when plant viability can be reasonably determined.

Larkin Landscaping reserves the right to delay inspection, determination, or replacement until sufficient seasonal growth has occurred to establish whether the plant has failed to survive.

Claims must still be submitted within the original one-year warranty period. If a timely claim cannot reasonably be evaluated because of seasonal dormancy, Larkin Landscaping may complete its evaluation during the next appropriate growing season without extending the warranty period for new claims.

Replacement Costs and Plant Availability

Labor for removal and reinstallation may be billed separately at Larkin Landscaping's current rates.

Replacement plants will be of similar species and size to the original when reasonably available. Larkin Landscaping reserves the right to substitute comparable plant material if exact matches are not obtainable.

Replacement under warranty does not reset the warranty period. The replacement plant carries coverage only for the remainder of the original one-year term.

If the replacement plant fails to survive for any reason, it will not be replaced again under this or any other warranty.

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6.4 Care and Maintenance Requirements

The Client is responsible for maintaining all plant material after installation, including:

- **Watering:** Providing deep, consistent watering appropriate for each plant species, soil conditions, and seasonal weather. In hot summer months, new plantings may require daily watering until established, depending on plant type, soil moisture, and weather conditions.
- **Mulching:** Maintaining proper mulch coverage, generally 2–3 inches where appropriate, to retain soil moisture and regulate soil temperature. Mulch should not be piled against trunks, stems, or plant crowns.
- **Fertilization:** Applying appropriate nutrients as needed to promote healthy root and leaf growth, while avoiding excessive or improper fertilization.
- **Weed Control:** Keeping planting beds free of invasive weeds and grasses that compete for water and nutrients.
- **Pruning:** Removing dead or damaged branches and performing routine, appropriate pruning consistent with the plant species and recommended seasonal practices.
- **Winter Protection:** Protecting sensitive plants from frost or extreme cold using burlap, coverings, or other appropriate methods when necessary.
- **Irrigation Monitoring:** Regularly checking irrigation coverage, operation, and watering schedules to ensure adequate moisture without oversaturation.

Failure to follow proper maintenance practices may result in denial of warranty claims when improper maintenance causes or contributes to plant failure.

6.5 Inspection and Verification

Larkin Landscaping reserves the right to inspect any plant material claimed under warranty.

No removal, replacement, relocation, or substantial alteration of affected plant material may be performed by the Client or third parties prior to inspection without Larkin Landscaping's written authorization.

Routine watering, appropriate pruning, and ordinary maintenance necessary to preserve plant health are permitted and do not independently void warranty coverage.

Unauthorized removal or alteration that prevents Larkin Landscaping from reasonably determining the cause of plant failure may void warranty coverage for the affected plants.

All inspections will be scheduled at a mutually convenient time.

Larkin Landscaping shall determine whether a claim qualifies for coverage based on its inspection, available evidence, the condition of the plant material, and the terms of this warranty.

6.6 Limitations of Warranty

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This Limited Warranty **covers eligible plant replacement only.** It does not cover:

- Labor, equipment, or materials required for removal or reinstallation unless explicitly stated in writing;
- Removal or disposal of dead plant material;
- Replacement of plants due to design preference changes;
- Collateral damage to other site elements; or
- Incidental or consequential damages of any kind, to the extent permitted by applicable law.

Under no circumstance shall Larkin Landscaping's total liability under this limited warranty exceed the original purchase price charged to the Client for the affected plant material, to the extent permitted by applicable law.

No cash refunds or credits will be issued in lieu of qualifying plant replacements.

6.7 Warranty Voidance

Warranty coverage for affected plant material may be deemed void if:

1. Full payment for the project has not been received within the terms of the contract;
2. Plants are relocated, substantially altered, improperly pruned, or replaced by anyone other than Larkin Landscaping without prior written authorization;
3. The Client alters the site grade, drainage, soil conditions, or irrigation in a manner that adversely affects plant health;
4. The Client fails to provide ongoing maintenance consistent with industry-standard care practices;
5. The Client fails to provide reasonable access for inspection of plant material subject to a warranty claim; or
6. The Client or a third party damages or removes plant material before Larkin Landscaping has had a reasonable opportunity to evaluate a warranty claim.

Routine and appropriate pruning, watering, fertilization, and seasonal maintenance performed by the Client do not void warranty coverage, provided these activities are performed correctly and do not cause or contribute to plant failure.

Once Larkin Landscaping has completed installation and the final walkthrough, responsibility for ongoing plant care and maintenance transfers to the Client, subject to the limited warranty obligations expressly stated in this section.

6.8 No Implied Warranties

This limited warranty is intended to be the sole and exclusive express plant material warranty offered by Larkin Landscaping.

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TERMS AND CONDITIONS

To the extent permitted by applicable law, all other warranties, express or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose, are hereby disclaimed.

Nothing in this section is intended to exclude or limit any rights or remedies that cannot lawfully be waived under applicable law.

6.9 Client-Supplied, Wholesale, or Non-Retail Plant Material (No Warranty)

Larkin Landscaping's plant warranty applies only to eligible trees, shrubs, perennials, and ornamental grasses purchased directly through Larkin Landscaping at full retail pricing.

Full retail pricing includes Larkin Landscaping's standard **65% markup**, covering plant selection, transport, handling, warranty administration, tax, shipping, and replacement risk.

Any plant material that does not include this full 65% markup is not warrantied, regardless of who physically pays for it or how it is purchased.

This includes, but is not limited to:

- Plant material selected by the Client at a wholesale nursery;
- Plant material purchased at wholesale pricing, even if Larkin Landscaping purchases it on behalf of the Client;
- Material placed on Larkin Landscaping's nursery account for the Client's convenience;
- Plant material billed to the Client with only a 15% administrative markup;
- Any plant chosen, sourced, or required by the Client outside of Larkin Landscaping's standard procurement channels or markup structure.

Plant material that the Client obtains at wholesale cost, directly or indirectly, is expressly excluded from this limited warranty.

If the Client chooses to select plant material themselves at any wholesale facility, or if Larkin Landscaping purchases plant material on behalf of the Client at wholesale pricing and adds less than the standard 65% markup, no warranty of any kind is provided by Larkin Landscaping for that plant material, to the extent permitted by applicable law.

This includes no replacement, no credit, and no guarantee of survival for any reason, including:

- Transplant shock;
- Disease, pests, fungus, or infection;
- Poor root structure;
- Improper care or prior nursery handling;
- Unsuitability for climate, sun exposure, or irrigation;
- Weather, drought, frost, or heat;

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- Improper planting conditions or soil issues; or
- Any other factor beyond Larkin Landscaping's control.

Warranty Qualification Requirements

To qualify for warranty, all eligible trees, shrubs, perennials, and ornamental grasses must:

1. Be selected, sourced, and purchased directly by Larkin Landscaping;
2. Be billed at full retail pricing with the standard 65% markup; and
3. Be installed by Larkin Landscaping.

This markup covers warranty risk, quality control, nursery coordination, tax, shipping, replacement sourcing, and the labor burden associated with standing behind plant material long-term.

Without this markup, Larkin Landscaping cannot and will not provide its limited plant warranty.

Annuals are excluded from warranty coverage regardless of purchase price, markup, or installation method.

All wholesale, discounted, Client-chosen, or Client-provided plant material is installed strictly **"as-is," at the Client's sole risk, and without Larkin Landscaping's plant warranty**, subject to any rights that cannot be excluded under applicable law.

SECTION 7. DAMAGE, SETTLING, AND POST-COMPLETION RESPONSIBILITY

Larkin Landscaping shall perform all work in a professional manner consistent with accepted landscape construction standards. However, the Client acknowledges that once installation is complete, certain natural and environmental factors—including soil composition, ground movement, weather, and use of the property—are beyond Larkin Landscaping's control and may affect the long-term appearance or performance of the work.

7.1 Natural Settling and Structural Movement

The Client understands and agrees that settling is a natural and expected occurrence in outdoor construction. Soils expand and contract due to moisture, temperature, and compaction over time, which may result in minor dips, unevenness, or movement in pavers, concrete, retaining walls, or other hardscape elements. These natural movements are not considered defects when they occur independently of improper installation.

Specifically:

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- **Pavers, Slabs, and Stonework:** May settle or shift slightly as the subgrade stabilizes. Minor natural movement resulting from environmental or soil conditions is not covered under warranty.
- **Concrete and Mortar Work:** May develop hairline cracks due to curing, temperature fluctuations, or underlying soil movement. Minor cosmetic cracking that does not affect structural integrity is not warrantied.
- **Retaining Walls and Steps:** May experience minor movement or joint separation as soil consolidates, provided they remain structurally sound and the movement is not caused by improper construction.

Larkin Landscaping shall not be held responsible for cracking, settling, heaving, or shifting of materials caused by soil movement, groundwater, frost, erosion, vibration, vehicle compaction, or acts of nature, except to the extent caused by defective workmanship or otherwise required by applicable law.

If excessive or abnormal movement occurs due to site conditions beyond Larkin Landscaping's control, **repairs may be performed upon written request and billed at standard time-and-material rates.**

7.2 Post-Completion Conditions and Interference

Once Larkin Landscaping's work is completed and accepted, responsibility for routine site maintenance, monitoring, and upkeep transfers to the Client.

The Client is responsible for maintaining proper drainage, irrigation, and grading to help prevent erosion, pooling, or settlement after installation.

Larkin Landscaping shall not be responsible for damage, malfunction, or deterioration resulting from:

- Vehicles, equipment, or heavy foot traffic crossing installed areas;
- Use of the property before surfaces have adequately cured or settled;
- Construction, excavation, or landscaping performed by other contractors after project completion;
- Tree root growth, ground shifting, or soil instability beyond Larkin Landscaping's control;
- Alterations made by the Client or others without written authorization.

Any rework, repairs, or restoration required due to the above factors shall be considered additional work and **billed accordingly.**

7.3 Drainage and Grading

All drainage and grading work performed by Larkin Landscaping is intended to direct water away from structures and toward designated drainage points, as site conditions reasonably allow at the time of installation.

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Because surface and subsurface water movement is influenced by soil composition, slope, vegetation, irrigation practices, weather conditions, and subsequent modifications, Larkin Landscaping cannot guarantee long-term drainage performance under all conditions once the project is complete.

The Client acknowledges that future site alterations—including installation of new structures, concrete, fencing, sprinkler systems, or landscaping by others—may interfere with proper drainage or redirect water flow.

Larkin Landscaping shall not be held liable for flooding, pooling, erosion, or drainage failure resulting from such alterations, extreme weather events, or other conditions beyond its control, except to the extent caused by defective workmanship or otherwise required by applicable law.

Grading or drainage corrections required after completion due to conditions beyond Larkin Landscaping's responsibility shall be treated as additional work and billed at the applicable rates.

7.4 Transfer of Responsibility

Upon final completion and acceptance of the project, responsibility for ongoing maintenance, ordinary site safety, and upkeep transfers to the Client.

This includes the ongoing care, monitoring, and protection of all installed materials, structures, hardscape features, irrigation systems, and plantings.

The Client assumes responsibility for damage, deterioration, or safety hazards arising from improper maintenance, misuse, environmental conditions, third-party interference, or alterations made after project completion.

This transfer of responsibility does not eliminate any express warranty obligations of Larkin Landscaping or liability for defective workmanship that cannot lawfully be excluded.

SECTION 8. SAFETY, SITE CONDUCT, AND INTERFERENCE

Larkin Landscaping conducts all operations in accordance with standard safety practices and OSHA guidelines. The Client acknowledges that a landscape construction site is an active work zone involving heavy equipment, moving vehicles, power tools, and other potentially hazardous conditions.

8.1 Client Conduct and Site Access

To maintain safety, efficiency, and clear communication, the Client agrees not to interfere with workers, equipment, or operations during active work hours.

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- The Client, their family members, guests, and invitees must remain outside the designated work zone at all times while work is in progress.
- Children and pets must be kept indoors or fully restrained away from the work area. Even brief access or unsupervised presence within the job site poses significant safety risks and violates insurance and OSHA regulations.
- The Client shall not enter or walk through the construction area, handle materials, or approach equipment or vehicles without prior authorization from Larkin Landscaping supervision.

If site access is required for any reason (for example, to enter a garage, yard, or other structure), the Client must first notify the crew leader or project manager and await clearance to safely pass through.

8.2 Hazard Awareness

The Client understands that construction areas may include open trenches, uneven ground, debris, power cords, sharp tools, and heavy equipment. While Larkin Landscaping takes reasonable precautions to maintain a clean and organized job site, the presence of these hazards is inherent to construction work.

The Client accepts full responsibility for any injuries, damages, or losses arising from unauthorized entry into the job site by the Client, their children, pets, guests, or representatives.

8.3 Interference, Directions, and On-Site Communication

All project questions, concerns, or change requests shall be communicated directly to Larkin Landscaping’s project manager or office - not to crew members.

The Client shall not give instructions, directives, or corrections to field staff, subcontractors, or delivery personnel, as doing so can cause confusion, unsafe conditions, or deviations from the approved Scope of Work.

Unauthorized direction or interference that alters workflow, disrupts crew operations, or compromises safety may result in immediate suspension of work until the issue is resolved.

8.4 Suspension of Work and Remobilization

Larkin Landscaping reserves the right to pause or stop work at any time if unsafe conditions, interference, or unauthorized access occur, or if weather or site conditions make continued operations hazardous. If work is delayed or suspended for reasons outside of Larkin Landscaping’s control - including but not limited to client interference, unsafe behavior, or restricted access - the Client shall be responsible for:

- Lost labor time, billed at the current hourly rate;
- Remobilization fees to cover equipment re-deployment, travel, or setup; and
- Schedule adjustments that may extend the project completion timeline.

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Larkin Landscaping shall not be liable for any resulting delay, inconvenience, or cost increase stemming from such events.

8.5 Responsibility and Liability

By engaging Larkin Landscaping, the Client agrees to maintain a safe and cooperative work environment. The Client shall be held responsible for any damage, injury, or loss arising from their failure to comply with these safety requirements, including incidents involving children, pets, or guests. Once work begins, the job site is considered under the control of Larkin Landscaping until the end of each workday. Any unauthorized entry during this time shall be at the Client's sole risk.

SECTION 9. PAYMENT TERMS, PRELIMINARY NOTICE, AND COLLECTION RIGHTS

All payments are due in accordance with the schedule outlined in the proposal, contract, or invoice issued by Larkin Landscaping. Time is of the essence with respect to all payments.

9.1 Payment Schedule and Progress Billing

Unless a different payment schedule is stated in the applicable proposal, the Contract Price shall be paid as follows:

1. **Scheduling Deposit — 10%.** The Client shall pay ten percent (10%) of the Contract Price upon signing. Payment of the scheduling deposit is required before Larkin Landscaping will reserve a place on its production schedule. The deposit shall be credited toward the Contract Price.
2. **Commencement Payment — 40%.** The Client shall pay an additional forty percent (40%) of the Contract Price before commencement of onsite work. "Commencement" includes delivery of materials or equipment, mobilization, site preparation, demolition, excavation, or the performance of other onsite work.
3. **Progress Payments — 40%.** The Client shall pay progress draws totaling forty percent (40%) of the Contract Price as the project milestones identified in the proposal are substantially completed. If the proposal does not specify individual milestones, Larkin Landscaping may invoice progress payments based on the percentage of work completed and materials delivered or specially ordered for the project.
4. **Final Payment — 10%.** The remaining ten percent (10%) is due upon substantial completion of the work. Substantial completion occurs when the work is sufficiently complete for its intended use, even if minor corrective or punch-list items remain.

Each invoice is due upon receipt unless a different due date is stated in the proposal or invoice. Minor punch-list work does not justify withholding the entire final payment. The Client may withhold only a reasonable amount proportionate to the documented cost of completing or correcting the disputed item, subject to applicable law.

Change orders, allowances, upgrades, and other additions to the Contract Price may be invoiced separately or included in the next progress invoice. Special-order and nonreturnable materials may require payment in full before ordering.

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If the Client cancels or postpones the project after paying the scheduling deposit, Larkin Landscaping may apply the deposit to costs and losses reasonably resulting from the cancellation or postponement, including administrative work, design or estimating services, permits, committed labor, specially ordered materials, supplier charges, and scheduling impacts. Any remaining unapplied balance shall be refunded to the Client as required by applicable law.

9.2 Preliminary Notice and Preservation of Lien Rights

Larkin Landscaping may file a preliminary notice with the Utah State Construction Registry within the time and in the manner permitted by Utah law. The Client acknowledges that:

1. A preliminary notice is a customary legal notice used to preserve potential construction-lien rights;
2. A preliminary notice is not a construction lien, collection action, or indication that the Client has failed to pay;
3. Larkin Landscaping may file a preliminary notice regardless of the Client's payment history or account status; and
4. Subcontractors, laborers, equipment providers, and material suppliers may separately file preliminary notices to preserve their respective rights.

Upon request, the Client shall promptly provide accurate information reasonably required for a preliminary notice or construction-lien filing, including:

1. The Client's complete legal name and address;
2. The legal name and address of each property owner;
3. The project address and county;
4. The property's tax parcel identification number;
5. The identity of any owner-builder, general contractor, construction lender, or payment-bond provider; and
6. Any other reasonably necessary project or ownership information.

The Client shall notify Larkin Landscaping promptly of any change in ownership, project financing, property address, parcel identification, or other information relevant to Larkin Landscaping's notice or lien rights.

The filing or omission of a preliminary notice does not alter the Client's contractual payment obligations. Nothing in this agreement constitutes a waiver, release, or limitation of any preliminary-notice, construction-lien, bond, collection, or other remedy available to Larkin Landscaping under applicable law.

9.3 Suspension of Work and Lien Rights

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If an undisputed payment is not received when due, Larkin Landscaping may give written notice of nonpayment. If the default is not cured within three (3) calendar days after the notice, Larkin Landscaping may, subject to applicable law:

1. Suspend work and deliveries;
2. Remove the project from its active production schedule;
3. Decline to order or deliver additional materials;
4. Remove its tools, equipment, and uninstalled materials while lawful access remains available;
5. Terminate the agreement; and
6. Exercise its construction-lien, collection, and other legal remedies.

Larkin Landscaping may suspend work immediately when reasonably necessary to protect persons, property, materials, equipment, or its legal rights.

A suspension or termination properly made under this section does not constitute abandonment or breach by Larkin Landscaping. The Contract Time shall be extended by the length of the suspension plus a reasonable period for remobilization and rescheduling.

The Client shall be responsible for reasonable costs and impacts resulting from a payment-related suspension or termination, including:

1. Demobilization and remobilization;
2. Labor inefficiency, standby time, and scheduling impacts;
3. Material storage, redelivery, cancellation, and restocking charges;
4. Equipment rental, transportation, and supplier charges;
5. Protection of completed and partially completed work; and
6. Reasonable administrative and collection costs authorized by this agreement or law.

Larkin Landscaping is not required to resume work until the Client has:

1. Paid all undisputed past-due amounts and accrued interest;
2. Paid or made satisfactory arrangements for suspension and remobilization costs; and
3. Provided reasonable assurance of timely payment of the remaining Contract Price.

Resumption is subject to the availability of labor, subcontractors, equipment, and materials. Larkin Landscaping is not required to restore the project to its former position on the production schedule.

Larkin Landscaping reserves the right to record and enforce a construction lien and pursue any bond claim, breach-of-contract claim, collection action, or other remedy available under Utah law. The Client acknowledges that nonpayment may result in a lien being recorded against the project property.

9.4 Late Payments and Interest

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Any undisputed amount not paid when due shall accrue simple interest from the due date until paid at the lesser of:

1. Two percent (2%) per month, equivalent to twenty-four percent (24%) per year; or
2. The maximum rate permitted by applicable law.

Unless prohibited by law, payments may be applied first to authorized collection costs and fees, then to accrued interest, and finally to principal.

Acceptance of a partial or late payment does not waive Larkin Landscaping's right to recover the remaining balance, accrued interest, collection costs, or other amounts properly due. Acceptance of a partial payment also does not waive any existing default or alter future payment deadlines unless Larkin Landscaping agrees otherwise in a signed writing.

Interest and other charges shall not accrue on an amount that Larkin Landscaping determines was invoiced in error.

9.5 Returned Payments and Invoice Disputes

A returned check, rejected electronic payment, chargeback, or other failed payment may result in a processing charge of up to fifty dollars ($50), plus actual bank, merchant, or payment-processing charges, to the extent permitted by law.

If the Client disputes any part of an invoice, the Client must provide written notice to Larkin Landscaping within five (5) calendar days after receiving the invoice. The notice must:

1. Identify the invoice and specific amount disputed;
2. Describe the factual basis for the dispute with reasonable detail;
3. Identify the work or charge involved; and
4. Include any supporting documents reasonably available to the Client.

The Client shall timely pay every undisputed portion of the invoice. The Client may not withhold payment on unrelated, completed, or undisputed work because another portion of the invoice or project is disputed.

Failure to submit a timely and reasonably specific dispute notice constitutes acceptance of the invoice to the fullest extent permitted by law, except for mathematical errors, latent defects, fraud, or rights that cannot lawfully be waived.

A dispute does not suspend interest on an amount ultimately determined to have been properly invoiced from the original due date. Larkin Landscaping's continued performance while a dispute is pending does not waive its right to payment, interest, suspension, termination, a construction lien, or another available remedy.

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9.6 Collection Costs and Legal Fees

If the Client fails to pay an undisputed amount when due and collection efforts become reasonably necessary, the Client shall pay, to the extent permitted by law, all reasonable costs incurred by Larkin Landscaping in collecting or enforcing the obligation, including:

1. Attorney fees and paralegal fees;
2. Court, arbitration, mediation, and service-of-process costs;
3. Construction-lien preparation, filing, recording, service, release, and enforcement costs;
4. Collection-agency fees;
5. Title searches, property records, expert witnesses, and other reasonable enforcement expenses; and
6. Reasonable administrative costs directly attributable to the collection effort.

These amounts are recoverable in addition to the unpaid Contract Price, approved change orders, accrued interest, and other damages or remedies available under this agreement or applicable law.

Recoverable attorney fees and costs include those incurred before filing an action, during litigation or arbitration, on appeal, in bankruptcy proceedings to the extent permitted by law, in enforcing a judgment or award, and in responding to claims or defenses arising from the Client's payment default.

9.7 Materials, Equipment, and Removal Rights

Larkin Landscaping retains ownership of its tools, equipment, and uninstalled materials, plants, and supplies until the applicable amounts are paid in full.

Following suspension, termination, or payment default, Larkin Landscaping may discontinue deliveries and remove its tools, equipment, and uninstalled materials from the project site while lawful access remains available. Any removal shall be performed in a commercially reasonable manner and without material damage to completed work.

The Client shall not use, sell, transfer, conceal, relocate, encumber, or permit another person to install materials owned by Larkin Landscaping without Larkin Landscaping's written consent.

If the Client denies access to property owned by Larkin Landscaping, the Client shall remain responsible for its value and for reasonable recovery, storage, transportation, and legal costs, subject to applicable law.

Materials incorporated into the property and completed work are subject to Larkin Landscaping's payment, contract, and construction-lien rights. Nothing in this section authorizes unlawful entry, trespass, breach of the peace, or removal of materials after they have become part of the property when removal is prohibited by law.

9.8 Client Default and Remedies

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Each of the following constitutes a Client default:

1. Failure to pay an undisputed amount when due;
2. Failure to provide required access, approvals, selections, utilities, information, or site conditions necessary for the work;
3. Material interference with, obstruction of, or delay of the work by the Client or a person under the Client's control;
4. Unauthorized alteration, damage, concealment, or removal of Larkin Landscaping's work, materials, tools, or equipment;
5. Failure to provide reasonable assurance of payment when facts reasonably indicate that the Client may be unable or unwilling to satisfy the remaining payment obligations; or
6. Any other material breach of this agreement.

For a payment default, Larkin Landscaping may suspend work if the Client fails to cure the default within three (3) calendar days after written notice, or after any different notice period required by applicable law. Larkin Landscaping may suspend work immediately when reasonably necessary to protect persons, property, materials, equipment, or its legal rights.

For any other curable default, the Client shall have five (5) calendar days after written notice to begin curing the default and shall diligently complete the cure. No cure period is required for a default that cannot reasonably be cured or for repeated defaults of the same or substantially similar nature.

Upon Client default, Larkin Landscaping may, subject to applicable law:

1. Suspend performance and deliveries;
2. Remove the project from its active production schedule;
3. Terminate this agreement;
4. Withhold further labor, materials, warranties, closeout documents, or other performance to the extent permitted by law;
5. Recover payment for work performed and materials delivered, stored, fabricated, or specially ordered;
6. Recover reasonable cancellation, restocking, storage, demobilization, remobilization, delay, and collection costs;
7. Recover overhead, profit, and other damages available under the agreement or applicable law;
8. Record and enforce a construction lien;
9. Pursue collection, arbitration, litigation, or other available proceedings; and
10. Exercise any other remedy available under this agreement, statute, or common law.

Deposits and prior payments may be applied to amounts properly owed by the Client, including completed work, committed costs, authorized fees, and damages. They shall not constitute an automatic forfeiture or penalty. Any remaining balance owed to Larkin Landscaping shall become immediately due upon termination, and any excess shall be handled as required by applicable law.

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Larkin Landscaping is not required to resume suspended work until the Client has cured the default, paid all undisputed amounts then due, and paid or made satisfactory arrangements for costs caused by the suspension. Resumption is subject to labor, material, equipment, and scheduling availability. The Client acknowledges that its previous position on the production schedule may no longer be available.

Larkin Landscaping's remedies are cumulative. Exercising or delaying the exercise of one remedy does not waive any other remedy or constitute a waiver of a subsequent default.

SECTION 10. LIMITATION OF LIABILITY

THE CLIENT SHOULD READ THIS SECTION CAREFULLY. IT LIMITS THE TYPES AND AMOUNTS OF DAMAGES THAT MAY BE RECOVERED FROM LARKIN LANDSCAPING.

10.1 Aggregate Limitation of Liability

To the fullest extent permitted by law, the total aggregate liability of Larkin Landscaping and its owners, officers, employees, and agents arising out of or relating to this agreement, the project, or the work shall not exceed the total amount actually paid to Larkin Landscaping under this agreement.

This limitation applies collectively to all claims, regardless of the number of claims asserted or the legal theory on which a claim is based, including claims arising in contract, warranty, tort, ordinary negligence, strict liability, misrepresentation other than intentional fraud, indemnity, contribution, restitution, or otherwise.

The limitation applies to cumulative liability for the entire project and is not increased by change orders, multiple alleged defects, multiple claimants, separate occurrences, or the assertion of claims under more than one legal theory.

This limitation does not apply to:

1. Liability that cannot lawfully be limited or waived;
2. Larkin Landscaping's gross negligence, willful misconduct, or intentional fraud;
3. An obligation covered by insurance to the extent valid insurance proceeds are actually available and paid for that obligation; or
4. The Client's obligation to pay amounts due under this agreement.

10.2 Waiver of Consequential and Similar Damages

To the fullest extent permitted by law, neither party shall be liable to the other for special, incidental, indirect, exemplary, punitive, or consequential damages arising out of or relating to the project or this agreement, regardless of whether the damages were foreseeable or the party was advised that they might occur.

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This mutual waiver includes, without limitation:

1. Loss of use or enjoyment;
2. Lost income, profits, business opportunities, or business interruption;
3. Financing, carrying, rental, lodging, or temporary-facility costs;
4. Delay damages, except amounts expressly recoverable under another provision of this agreement;
5. Diminution in property value when repair or replacement is reasonably available;
6. Emotional distress, annoyance, or inconvenience;
7. Loss of anticipated savings; and
8. Aesthetic dissatisfaction that does not constitute a failure to meet the written plans, specifications, or applicable workmanship warranty.

This waiver does not eliminate responsibility for direct physical damage to property to the extent caused by Larkin Landscaping's failure to perform the work in accordance with this agreement, subject to the other limitations and remedies stated in this section.

10.3 Site Access and Incidental Effects of Construction

The Client acknowledges that landscaping work may require personnel, vehicles, machinery, materials, and equipment to cross or occupy lawns, driveways, walkways, planting areas, and other portions of the property.

Ordinary and reasonably unavoidable effects of authorized construction access—including temporary soil compaction, dust, minor rutting, temporary discoloration, or disturbance within designated access and work areas—do not constitute defective work unless restoration is expressly included in the scope of work.

Larkin Landscaping is not responsible for damage resulting from:

1. Inaccurate or incomplete utility markings;
2. Private utilities, irrigation components, drainage systems, wiring, pipes, septic components, foundations, or other subsurface conditions that were not disclosed or reasonably discoverable;
3. A route, access point, staging area, or work method required or directed by the Client;
4. Preexisting defects, deterioration, settlement, drainage deficiencies, or inadequate structural capacity;
5. Work performed or altered by the Client or another person; or
6. The Client's failure to protect, relocate, disclose, or identify property requiring special protection.

These exclusions do not apply to the extent that direct physical damage is caused by Larkin Landscaping's gross negligence or willful misconduct or otherwise cannot lawfully be excluded.

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10.4 Natural Materials and Conditions

The Client acknowledges that soil, stone, wood, plants, sod, seed, mulch, and other natural materials may vary in color, texture, dimension, grain, density, growth pattern, and appearance. Reasonable variations, weathering, minor checking, efflorescence, mineral deposits, seasonal changes, plant dormancy, transplant shock, and other natural characteristics are not defects.

Larkin Landscaping is not responsible for loss, failure, or damage caused by weather, drought, freezing, excessive heat, wildfire, pests, disease, wildlife, water restrictions, acts of government, acts of third parties, unsuitable soil or drainage conditions not created by Larkin Landscaping, or the Client's failure to provide required watering, maintenance, or care.

10.5 Third-Party Products and Work

Larkin Landscaping is not responsible for defects or failures caused by:

1. Products, materials, plans, designs, equipment, or specifications supplied or selected by the Client;
2. Manufacturing or design defects in third-party products that were not reasonably discoverable by Larkin Landscaping;
3. Work performed, modified, repaired, damaged, or disturbed by the Client or another contractor after Larkin Landscaping's work; or
4. A third party's misuse, improper maintenance, or unauthorized alteration of the work.

Larkin Landscaping remains responsible for its own installation workmanship to the extent stated in the applicable written warranty.

Manufacturer and supplier warranties shall pass through to the Client to the extent transferable. Larkin Landscaping does not independently warrant a third-party product beyond the manufacturer's or supplier's written warranty unless Larkin Landscaping expressly agrees otherwise in writing.

At the Client's request and expense, Larkin Landscaping will provide reasonable assistance in submitting a valid manufacturer or supplier warranty claim.

10.6 Notice, Inspection, and Opportunity to Cure

As a condition to obtaining a contractual remedy, the Client shall:

1. Notify Larkin Landscaping in writing promptly after discovering an alleged defect or damage;
2. Describe the issue with reasonable specificity;
3. Take reasonable measures to prevent additional damage;
4. Preserve relevant evidence; and
5. Provide Larkin Landscaping a reasonable opportunity to inspect and correct covered work before the Client hires another person to alter or repair it.

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Except in a genuine emergency requiring immediate action to prevent bodily injury or material property damage, the Client's failure to provide a reasonable opportunity to inspect and cure releases Larkin Landscaping from responsibility to the extent the failure prejudices Larkin Landscaping's ability to investigate, correct, or mitigate the condition.

The Client shall not destroy, remove, conceal, modify, or repair the disputed work before inspection, except as reasonably necessary in an emergency. Emergency work must be documented with photographs, invoices, and a written description of the condition.

10.7 Exclusive Remedy

For a defect covered by Larkin Landscaping's written warranty or constituting a proven breach of this agreement, the Client's primary and exclusive remedy shall be, at Larkin Landscaping's reasonable election:

1. Inspection and correction of the affected work;
2. Repair or replacement of the defective portion; or
3. Refund of the amount paid to Larkin Landscaping for the specific defective portion of the work.

Larkin Landscaping shall determine the reasonable means and methods of correction. It is not required to replace conforming work merely to obtain an exact color, texture, growth, or appearance match that cannot reasonably be achieved with natural or discontinued materials.

If Larkin Landscaping fails or refuses to provide the applicable remedy within a reasonable time after receiving proper notice and access, the Client may pursue other remedies available under applicable law, subject to the enforceable damage exclusions and aggregate liability limitation in this section.

10.8 No Expansion by Oral Statements

No oral statement, field conversation, marketing material, sample, photograph, estimate, or representation by an employee, salesperson, subcontractor, or other representative expands Larkin Landscaping's obligations or warranties.

Any modification to the scope of work, warranty, remedy, or liability limitation must be contained in a written change order or amendment signed by an authorized representative of Larkin Landscaping and the Client.

10.9 Allocation of Risk; Severability

The parties acknowledge that:

1. The Contract Price reflects the allocation of risk stated in this agreement;
2. The limitations and exclusions in this section are material terms of the agreement;

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3. Larkin Landscaping would charge a higher price or decline the work without these limitations; and
4. The Client may request different liability terms before signing, subject to Larkin Landscaping's written approval and an appropriate adjustment to the Contract Price.

Each limitation and exclusion in this section is independent and severable. If a court or arbitrator determines that any portion is invalid or unenforceable, that portion shall be enforced to the maximum extent permitted by law, and the remaining provisions shall remain effective.

10.10 Survival

This section survives completion, suspension, cancellation, or termination of the agreement and applies to claims discovered or asserted afterward, subject to applicable statutes of limitation and repose.

SECTION 11. PUBLIC REVIEWS, DEFAMATION, AND CLIENT COMMUNICATIONS

11.1 Direct Communication Encouraged

Larkin Landscaping values honest feedback and encourages the Client to communicate questions or concerns directly so that the company has an opportunity to investigate and respond.

The Client may submit project concerns by email or other written communication identifying the project, the issue involved, and the requested resolution. Larkin Landscaping will make reasonable efforts to review and respond to a documented concern.

Direct communication is encouraged but is not a condition to the Client's right to provide an honest review, communicate with another person, contact an attorney or insurer, or submit a complaint to a government agency.

11.2 Right to Provide Honest Reviews

Nothing in this agreement prohibits or restricts the Client from making a truthful statement or expressing an honest opinion concerning Larkin Landscaping's goods, services, conduct, employees, subcontractors, or the Client's experience.

The Client may provide such feedback in any lawful forum, including review websites, social-media platforms, community forums, communications with other consumers, and complaints submitted to government agencies or professional organizations.

Larkin Landscaping will not impose a contractual penalty, cancel a valid warranty, withhold otherwise-required service, or declare the Client in default merely because the Client provides a negative or critical review.

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11.3 Unlawful and Unprotected Content

Nothing in this agreement authorizes either party to publish or distribute content that is unlawful. This includes, as applicable:

1. A knowingly or recklessly false statement of material fact;
2. Defamation, libel, or slander as established under applicable law;
3. A genuine threat, unlawful harassment, impersonation, or extortion;
4. Another person's protected personal, financial, medical, or personnel information;
5. A trade secret or other information protected from disclosure by law; or
6. Content that infringes another person's copyright, trademark, privacy, or other legal rights.

A disagreement, unfavorable rating, critical opinion, or statement with which Larkin Landscaping disagrees does not, by itself, establish falsity, defamation, bad faith, or unlawful conduct.

11.4 Preservation of Legal Rights

Each party retains the rights and remedies available under applicable law concerning unlawful statements or conduct. Before asserting a claim concerning public content, the complaining party should identify the specific statement at issue and explain in writing why it is believed to be false or unlawful, unless immediate action is reasonably necessary to prevent serious harm.

Larkin Landscaping may request that demonstrably false factual information be corrected or removed and may report content to a platform when the content violates applicable law or the platform's published policies.

Any legal remedy, damages, injunction, attorney fees, or costs concerning public content shall be available only when authorized by applicable law or awarded by a court or other tribunal. Nothing in this section creates predetermined damages, an automatic right to attorney fees, or a presumption that criticism is false or unlawful.

11.5 Company Responses

Larkin Landscaping may respond professionally to public feedback and may state accurate, relevant facts reasonably necessary to address the feedback, subject to applicable privacy, confidentiality, and consumer-protection laws.

The Client's publication of a review does not authorize Larkin Landscaping to disclose private information unrelated to the review or more information than is reasonably necessary to provide an accurate response.

11.6 No Effect on Other Contract Obligations

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A review or public statement does not excuse either party from performing its independent obligations under this agreement. A bona fide dispute or public review does not relieve the Client of the obligation to timely pay undisputed amounts, and it does not relieve Larkin Landscaping of an otherwise valid warranty or contractual obligation.

This section shall be interpreted consistently with the federal Consumer Review Fairness Act and other applicable laws protecting honest consumer expression.

SECTION 12. GOVERNING LAW, DISPUTE RESOLUTION, AND ATTORNEY'S FEES

THIS SECTION REQUIRES PRE-LITIGATION DISPUTE RESOLUTION, LIMITS THE TIME FOR CERTAIN CLAIMS, AND INCLUDES A MUTUAL WAIVER OF JURY TRIAL.

12.1 Utah Law

This agreement and every claim arising out of or relating to this agreement, the project, or the parties' relationship shall be governed by Utah law, without regard to conflict-of-law principles that would require application of another jurisdiction's law.

12.2 Notice of Dispute and Informal Resolution

Before commencing mediation or litigation, a party asserting a dispute shall provide the other party written notice that:

1. Describes the disputed act, omission, invoice, or condition with reasonable specificity;
2. Identifies the contractual provision involved, if known;
3. States the amount claimed or remedy requested; and
4. Includes reasonably available supporting documents.

Authorized representatives of the parties shall confer in good faith within ten (10) calendar days after receipt of the notice and attempt to resolve the dispute.

This requirement does not prevent a party from taking action necessary to preserve a construction lien, bond claim, statute of limitation, statute of repose, warranty deadline, or other legal right, or from seeking emergency or provisional relief.

12.3 Mediation

If the dispute is not resolved through direct discussions, either party may request nonbinding mediation by written notice.

The parties shall attempt to select a mutually acceptable Utah mediator. The requesting party may propose three qualified mediators. Unless the parties agree otherwise, the responding party shall

select one of the proposed mediators within five (5) business days. If the responding party does not timely select a mediator, the requesting party may select one of the three proposed mediators.

Mediation shall:

1. Take place in Davis County, Utah, or remotely by agreement;
2. Begin within thirty (30) calendar days after the mediation request, subject to the mediator's availability;
3. Be treated as confidential to the extent provided by applicable law; and
4. Be conducted in good faith by representatives authorized to resolve the dispute.

The parties shall initially divide the mediator's fees equally and shall otherwise bear their own mediation expenses. The parties may agree to a different allocation in a written settlement.

If mediation has not occurred within thirty (30) calendar days after the request because a party refuses to participate, or if the mediator declares an impasse, either party may proceed with litigation. A court may consider an unreasonable refusal to participate when awarding recoverable fees and costs, to the extent permitted by law.

12.4 Exceptions to Pre-Litigation Mediation

Informal resolution and mediation are not prerequisites to:

1. Filing a preliminary notice, notice of construction lien, notice of lis pendens, bond claim, or other document required to preserve a statutory remedy;
2. Filing an action to enforce a construction lien or other claim before a statutory or contractual deadline expires;
3. Seeking a temporary restraining order, injunction, attachment, receivership, or other emergency or provisional remedy;
4. Pursuing collection of an undisputed, past-due amount;
5. Commencing or defending a bankruptcy proceeding;
6. Filing an action in a Utah small claims court with proper jurisdiction and venue; or
7. Taking an action reasonably necessary to prevent immediate bodily injury, substantial property damage, loss of evidence, or expiration of a legal right.

Taking one of these actions does not waive any remaining obligation to mediate. When legally and practically appropriate, the parties shall request that a newly filed action be stayed while mediation proceeds.

12.5 Venue and Jurisdiction

Subject to mandatory venue requirements imposed by applicable law:

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1. An action filed in Utah state court shall be brought exclusively in a court of competent jurisdiction located in Davis County, Utah; and
2. An action within federal jurisdiction shall be brought exclusively in the United States District Court for the District of Utah.

Each party consents to personal jurisdiction in those courts and waives any objection based on improper venue or inconvenient forum, except when applicable law requires the proceeding to be brought elsewhere.

Construction-lien proceedings, actions affecting title to real property, small claims cases, and other proceedings subject to mandatory venue rules may be brought in the county or court required by law.

12.6 Attorney Fees and Costs

In a legal action arising out of or relating to this agreement, the substantially prevailing party may recover its reasonable attorney fees and taxable costs to the extent permitted by law.

When determining whether a party substantially prevailed and the amount of a reasonable award, the court may consider:

1. The principal claims and defenses on which each party prevailed;
2. The relief requested compared with the relief obtained;
3. Written settlement offers;
4. Whether a party unreasonably refused required mediation; and
5. The reasonableness and necessity of the fees and costs incurred.

Recoverable fees may include reasonable fees incurred at trial, on appeal, in enforcing a judgment, and in other proceedings when recovery is authorized by this agreement or applicable law.

Mediation fees, expert-witness expenses, lien expenses, collection costs, and administrative expenses are recoverable only when authorized by another provision of this agreement, applicable law, a written settlement, or court order.

If a dispute is resolved by settlement, fees and costs shall be allocated as stated in the written settlement. A settlement does not automatically establish a prevailing party.

12.7 Contractual Limitation Period

To the fullest extent permitted by law, any claim arising out of or relating to the design, construction, installation, repair, or performance of the work must be commenced within two (2) years after the claimant discovered, or through reasonable diligence should have discovered, the facts giving rise to the claim, but in no event later than four (4) years after substantial completion or abandonment of the work.

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This contractual limitation does not:

1. Extend a shorter lien, bond, warranty, or statutory deadline;
2. Apply to a claim based on intentional fraud, willful misconduct, or fraudulent concealment;
3. Apply to bodily injury or another claim for which the limitation period cannot lawfully be shortened;
4. Shorten an express written warranty period that is longer than the period stated above; or
5. Restrict a governmental or other nonwaivable statutory right.

The running of this contractual period shall be suspended for no more than thirty (30) calendar days while the parties participate in mediation required by this section, unless they agree in writing to a longer suspension.

12.8 Mutual Waiver of Jury Trial

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, CLAIM, COUNTERCLAIM, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PROJECT, OR THE PARTIES' RELATIONSHIP.

Any such matter shall be decided by a judge sitting without a jury. This waiver does not prevent either party from filing an eligible claim in small claims court.

CLIENT INITIALS ACKNOWLEDGING THE JURY-TRIAL WAIVER: _____

LARKIN LANDSCAPING INITIALS: _____

12.9 Continuing Performance During a Dispute

While a dispute is pending:

1. The Client shall timely pay all undisputed amounts;
2. Both parties shall continue performing their undisputed obligations when reasonably practicable; and
3. Each party shall take reasonable steps to prevent avoidable delay, damage, and additional expense.

Nothing in this section requires Larkin Landscaping to continue work when:

1. An undisputed payment is overdue;
2. The Client is otherwise in material default;
3. Continuing work would be unsafe or unlawful;
4. Required access, approvals, information, selections, or site conditions have not been provided; or

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5. Larkin Landscaping otherwise has a contractual or legal right to suspend or terminate performance.

Performance during a dispute does not waive any claim, defense, lien right, payment right, or other remedy.

12.10 No Waiver; Survival; Severability

Participation in negotiation or mediation does not waive any claim, defense, lien, limitation period, or remedy except as expressly stated in a signed settlement.

This section survives substantial completion, final payment, suspension, cancellation, and termination of the agreement.

If a provision of this section is held invalid or unenforceable, it shall be enforced to the maximum extent permitted by law, and the remaining provisions shall remain effective.

SECTION 13. SNOW & ICE MANAGEMENT TERMS

These provisions govern all snow and ice management services (“Snow Services”) provided by Larkin Landscaping. They are incorporated into Larkin Landscaping’s Field Terms & Conditions and apply together with the Client’s accepted snow service estimate or contract.

13.1 Service Overview and Scope

Snow Services may include truck plowing, skid steer plowing and stacking, sidewalk clearing, snow blowing, salting, and ice melt application. Only services included in the Client’s accepted estimate or contract will be provided.

Services may include pre-storm, mid-storm, and post-storm visits, cleanup, and de-icing applications, as applicable to the Client’s accepted estimate or contract.

The Client is responsible for reviewing the accepted estimate or contract carefully and promptly requesting any changes to the service scope.

13.2 Weather Monitoring and Service Activation

The site will be visited and monitored when the forecast shows a 60% chance of snow or higher.

Plowing and salting will begin with snow accumulations of one inch (1") or less, including trace amounts, as applicable to the Client’s accepted estimate or contract.

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Service timing and frequency depend on storm conditions, accumulation, temperature, site conditions, and the services included in the Client's agreement.

13.3 Salting and De-Icing

Moderate amounts of salt or ice melt will be applied per visit when included in the Client's accepted estimate or contract. Pre-storm, mid-storm, and post-storm applications will occur to manage ice buildup, as applicable to that agreement.

Salt for asphalt surfaces: $0.23 per pound. Salt application to parking lot areas requires a minimum of 500 pounds per visit.

Ice melt for concrete surfaces: $0.35 per pound. Ice melt application to sidewalks and concrete areas requires a minimum of 150 pounds per visit.

De-icing materials are billed separately from equipment and labor time. Material pricing does not include replacement of plants or sod damaged by de-icing materials.

The effectiveness of de-icing materials depends on temperature, moisture, traffic, and other conditions. Treated areas may remain slippery or become icy again after service.

13.4 Equipment and Labor Pricing

Snow removal with a snow plow truck: $90 per truck hour.

Includes snow plowing, cleanup, and de-icing application time before, during, and after a storm. Salt materials are billed separately.

Snow removal with a skid steer: $90 per hour.

Includes snow plowing, stacking, and de-icing application time using a skid steer and snow bucket before, during, and after a storm. Salt materials are billed separately.

Snow removal with a shovel or snow blower: $52 per man-hour.

Crew size may vary. Includes sidewalk clearing, cleanup, and de-icing application time before, during, and after a storm. De-icing materials are billed separately. This rate applies when walkway clearing is included in the Client's accepted estimate or contract.

13.5 Walkway Clearing

Walkway, sidewalk, step, and entry-area clearing will be provided only if included in the Client's accepted estimate or contract.

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If walkway clearing is not included and the Client would like it added, the Client must notify Larkin Landscaping promptly so the agreement can be updated.

13.6 Timing, Delays, and Storm Conditions

Snow Services depend on unpredictable weather, including storm timing, intensity, duration, accumulation, and temperature. Larkin Landscaping cannot guarantee exact arrival times or continuous on-site presence.

During active or prolonged storms, crews may visit each property once before beginning another round of service. Snow and ice may accumulate between visits, and parking lots, roads, and walkways may remain icy or slippery before, during, and after service.

Clients are encouraged to keep shovels and ice melt available to help maintain safe conditions between service visits.

13.7 Safety and Service Limitations

Larkin Landscaping will make reasonable efforts to reduce snow and ice hazards. However, snow and ice management cannot guarantee slip-free, ice-free, or hazard-free surfaces.

Conditions may change after service due to continued precipitation, freezing temperatures, refreezing, drainage, traffic, or other factors. The performance of Snow Services does not guarantee that slips, falls, or other incidents will be prevented.

13.8 Billing and Payment

An invoice will be issued following each storm event. All payments are due within thirty (30) days of the invoice date, under Net 30 terms.

If payment is not received within the 30-day period, or if a payment method is declined, a finance charge of 10% will be applied to all overdue balances.

If any invoice remains unpaid for more than thirty (30) days after its due date, all services will be suspended immediately until the account is brought current.

13.9 Invoice Disputes and Service Verification

Clients must notify Larkin Landscaping immediately of any invoice concerns. Invoice disputes must be submitted in writing within seven (7) days of receiving the invoice.

After that period, invoices are considered final and non-disputable. Due to the nature of Snow Services and verification limitations, photos or videos submitted after this period cannot be accepted as valid proof, as they may not accurately represent the timing or conditions of service.

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Larkin Landscaping uses GPS tracking and time-stamped service records to verify snow removal activities. In the event of a dispute, these internal records will serve as the official and final verification of service completion.

Disputing an invoice does not relieve the Client of the obligation to pay the undisputed portion by its due date.

13.10 Service Changes and Discontinuation

Clients who no longer need Snow Services must notify Larkin Landscaping immediately so routes can be adjusted and availability offered to clients on the waiting list.

Requests to add or change services must be reflected in an updated accepted estimate or contract.

Services are subject to suspension for nonpayment as described in Section 13.8.

13.11 Contact and Communication

The snow crew is on call 24 hours a day, seven days a week.

Clients should promptly report snow removal concerns, service issues, or emergencies using the following contact information:

Email:

- maddi@larkinlandscaping.com
- tyler@larkinlandscaping.com
- emily@larkinlandscaping.com

Office: 801-294-0023

After-hours concerns and emergencies:
Tyler: 801-678-4212

13.12 Client Acknowledgment

By accepting Snow Services, the Client acknowledges that:

1. They have reviewed and accepted these terms and their snow service estimate or contract.
2. Only services included in their accepted estimate or contract will be provided.
3. Snow and ice conditions may remain hazardous despite service.
4. Arrival times and service intervals depend on weather, routing, and site conditions.
5. They agree to the applicable pricing, payment terms, and invoice dispute requirements.

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13.13 Integration with Field Terms & Conditions

These Snow & Ice Management Terms are incorporated into Larkin Landscaping's Field Terms & Conditions.

If these Snow & Ice Management Terms conflict with the general Field Terms & Conditions regarding Snow Services, this Section 13 controls. If the Client's accepted snow service estimate or signed contract expressly provides a different service scope, rate, or term, that specific provision controls.

These Terms & Conditions ensure clarity, fairness, and professionalism throughout each project.

By choosing Larkin Landscaping, you're partnering with a team that takes pride in craftsmanship, communication, and integrity- values we've built our name on.

We appreciate your business and look forward to bringing your landscape to life with the quality and care our clients have come to expect.