STADELMAN LANDSCAPING, LLC
P.O. Box 1177
Minnetonka, MN 55345-9998
Phone: 952-486-7981
Fax: 952-223-3125
Email: John@StadelmanLandscaping.com

Contractual Agreement

Locating Property Lines and Underground Obstacles

STADELMAN LANDSCAPING, LLC will arrange to have all public utilities (electric, gas, phone, cable TV, and water) located prior to the start of work.

The customer is responsible for locating and marking all private utilities, including, but not limited to: private gas lines, irrigation lines, and underground wiring. STADELMAN LANDSCAPING, LLC assumes no responsibility for repairing unmarked obstacles or private utilities.

The customer is responsible for locating and marking property lines. Under no circumstances is STADELMAN LANDSCAPING, LLC liable for any loss related to landscaping installed partially or fully beyond legal property lines.

Guarantee

STADELMAN LANDSCAPING, LLC uses the highest quality plants. Plant material purchased from us or installed by STADELMAN LANDSCAPING, LLC are guaranteed for two years from the date of purchase, we will supply one replacement plant at no charge. Plants are not guaranteed against loss due to animal damage. Sod is not guaranteed.

STADELMAN LANDSCAPING, LLC guarantees all hardscape features free of defects for five years from the date of completion.

The guarantees stated above are contingent upon the fulfillment of the customer's obligations under this agreement, which include proper payment under the terms of the contract, as well as providing proper care to the landscape after work is completed.

The order is accepted according to the above conditions, no other guarantee or warranty of any kind, implied or expressed is assumed. STADELMAN LANDSCAPING, LLC wants your landscape to succeed, and we will be happy to help you in every way possible, with respect to proper care.

STATUTORY MECHANICS LIEN NOTICE M.S.A. 514.011 SUB 1:

A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

(B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

Payment Terms

1/3 Upon Contract Signing, 1/3 Upon Commencement of Work, 1/3 Upon Completion of Work

First Installment: Second Installment: Final Payment:

Total Project Amount: Initial:

All material is guaranteed as specified. All work is completed in a workmanlike manner according to standard practices. All agreements are contingent upon weather, or delays beyond our control. We are fully covered by Workman's Compensation Insurance, liability, etc.

Acceptance of Order

The prices, specifications and conditions outlined in job no._____ attached to this contract are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as agreed upon under payment terms. I understand should I violate the agreed upon terms of payment, you will pursue all avenues available to you to secure payment of which I will pay all collection fees, court costs and attorney's fees, plus interest of 1 ½% per month on the unpaid balance.

Customer's Signature:_____ **Date:**_____

Salesman's Signature:_____ **Date:**_____

Final Inspection

I have inspected the work performed as described in this contract and have found it to be complete in accord with the specifications agreed upon.

Customer's Signature:_____ **Date:**_____

Salesman's Signature:_____ **Date:**_____