



STANDARD WARRANTY

Salcido Lawn offers the following express warranties:

- a. A **five-year warranty**, as further described below, is provided from the date of installation for: segmental retaining walls and paver patios. All projects are built to engineer standards recommended by the Interlocking Concrete Pavers Institute. Any changes in grade by others after the construction of these structures forfeits the responsibility of Salcido, Inc. and terminates this warranty. Further, any action or omission by the customer, whether negligent or purposeful, which damages these structures, also forfeits the responsibility of Salcido, Inc. and terminates this warranty.

- b. A **one-year warranty**, as further described below, is provided from date of installation for: natural stone used in dry or wet set construction; concrete used in driveways, walkways, stoops and piers; wood materials used in fences, decks, arbors and gazebos; and landscape lighting. Salcido Lawn is not responsible for bulb replacement in landscape lighting beyond sixty (60) days from date of installation. Salcido Lawn, at its sole option and in its sole discretion, may elect to tend to landscape plant material or take other such action as it deems necessary to correct any problem with the landscape plant material, allowing a reasonably sufficient period of time to evaluate the effectiveness of such remedies prior to replacing said landscape plant material. No Warranty is provided for plant death or poor quality of landscape plant material. Any action or omission by the customer, whether negligent or purposeful, any animal destruction, any vandalism, any fire, any inadequate drainage, any storms, any hail, any drought, any insects, any exceptional or untimely freeze, or any other natural causes; strikes, riots, or other similar commotion; or by any other contingency or cause beyond the control of Salcido Lawn shall forfeit the responsibility of Salcido, Inc. and terminate this warranty. If Salcido Lawn elects to replace landscape plant material, said landscape plant material will be replaced only one (1) time. If landscape plant material does not survive after one (1) replacement, an alternate landscape plant material will be recommended, and the customer will be charged for such installation. Salcido Lawn is not in any way responsible for landscape plant material that is not properly watered by an automatic underground watering system or otherwise properly taken care of by the customer.

- c. A **one-year warranty**, as further described below, is provided from date of installation for irrigation installations (not including parts) and water features; including ponds, waterfalls, and fountains. The one-year warranty is void and is terminated if the customer fails to winterize the system or feature properly. There is no express or implied warranty on any maintenance of any irrigation systems. Wind drift, mist spray, and evaporation are elements of nature that cause some water loss. Salcido, Inc. CANNOT GUARANTEE the water feature will work to your satisfaction. Ponds, waterfalls, and fountains are not maintenance free features, and they may require routine cleaning for the feature to work properly. Salcido Lawn will only warrant against leaks caused by our installers and technicians. Any water feature should be considered as a potential danger to children and small animals. Any action or omission by the customer, whether negligent or purposeful, which damages these structures, forfeits the responsibility of Salcido, Inc. and terminates this warranty.

d. A **thirty (30) day warranty**, as further described below, is provided from the date of installation for: sod. The thirty (30) day warranty on sod is void and terminates if the customer fails to water the sod correctly and fully on a daily basis until sod is established.

Salcido Lawn warrants that the above services will be provided free of defects in materials and workmanship after the date of purchase or installation for each of the above-specified warranty periods for each of the above-specified services. If Salcido Lawn receives notice of such defects during the warranty period, Salcido Lawn will either repair or replace, at its sole option, those services or products which prove to be defective. Salcido Lawn does not warrant that Salcido Lawn's services or products will be error free.

The warranties set forth above do not apply to defects resulting from changes in grade or sink holes, from any natural causes, and from any actions or omissions of the customer. There is no warranty on the installation of annual plants or on general maintenance, including but not limited to mowing, shrub trimming, mulching, seasonal color, turf and plant treatments, tree and shrub treatments, aeration, verticut, and overseeding.

Timing is of the essence. Any and all Delinquent Payments void all warranties and guarantees.

EXCLUSIONS

a. Salcido Lawn cannot and shall not be held responsible for damage to unmarked underground irrigation lines and unmarked sprinkler heads.

b. This proposal is subject to additional charges for concealed contingencies. This includes, but is not limited to rock, utilities, debris, buried railroad ties, trash, poor drainage, etc. which are not readily apparent in estimating the materials and work specified. Removal or relocation of this material will result in additional costs that may include additional labor, equipment, material, or disposal fees. This contract is based on all grades being within one inch of finish grade prior to Salcido Lawn starting work unless otherwise stipulated herein. This contract does not include additional fill dirt from off-site as it may be necessary to establish proper grade unless otherwise stipulated herein.

c. 1-800-Dig Rite will be called to mark utilities. Private utilities not marked by Dig Rite will not be the responsibility of Salcido Lawn. This includes but is not limited to fireplace and BBQ gas lines as well as electric lines to lights or receptacles in the yard. Also, any utilities needed to be moved for the project to be completed will be the responsibility of the customer/homeowner.

d. Salcido, Inc. will not be responsible for any cracking in pavement due to normal construction traffic to complete the project, unless other arrangements have been made separately in a contract.

e. Plant Availability: Due to nursery stock availability at time of installation, the designated plants in proposal may not be available. Appropriate substitutes will need to be made, the customer will be notified, and cost changes may affect the final bill.

LIFETIME WARRANTY (IF APPLICABLE)

For clients that sign a full-service maintenance contract prior to the completion of their Design/Build Contract, Salcido Lawn offers the following express warranties:

a. This warranty is non-transferable. It is only valid to the original customer/owner of the home, and the original customer of Salcido Lawn. This warranty automatically terminates if the customer is no longer the owner of the property where the services were provided by Salcido, Inc.

b. For this warranty to be applicable, the customer must sign a full-service maintenance contract with equal monthly payments for services rendered. The maintenance contract must be in full-force at all times, with automatic payments for the agreed upon monthly amount, plus agreed upon add-on service charges, if any. If the customer account balance is ever not timely paid, or if the payment method is declined for any reason, this Lifetime Warranty is canceled and terminated immediately.

c. The lifetime warranty is not available to any other Salcido Lawn customers other than those that sign a maintenance contract, as described in (b) above. All other Salcido Lawn customers will be subject to the regular warranty provisions above, as labeled "STANDARD WARRANTY"

d. A **lifetime warranty**, as further described below, is provided from date of installation for: landscape plant material; landscape lighting; segmental retaining walls and paver patios. Salcido Lawn, at its sole option, may elect to tend to landscape plant material or take other such action as it deems necessary to correct any problem allowing a reasonably sufficient period of time to evaluate the effectiveness of such remedies prior to replacing said landscape plant material under this warranty. If Salcido Lawn elects to replace landscape plant material covered under this warranty, said landscape plant material will be replaced only one (1) time during the duration of the warranty period. If landscape plant material does not survive after one (1) replacement, an alternate landscape plant material will be recommended. Salcido Lawn is not responsible for bulb replacement in landscape lighting beyond sixty (60) days from date of installation. Further, any action or omission by the customer, whether negligent or purposeful, which damages these structures, also forfeits the responsibility of Salcido, Inc. and terminates this warranty.

e. A **one-year warranty**, as further described below, is provided from date of installation for: concrete used in driveways, walkways, stoops and piers; wood materials used in fences, decks, arbors and gazebos; and water features, including ponds, waterfalls, and fountains. The one-year warranty on the installation of water features is void and terminates if the customer fails to winterize the water feature properly. Further, any action or omission by the customer, whether negligent or purposeful, which damages these structures, also forfeits the responsibility of Salcido, Inc. and terminates this warranty.

f. A **thirty (30) day warranty**, as further described below, is provided from the date of installation for: sod. The thirty (30) day warranty on sod is void and terminates if the customer fails to water sod correctly on a daily basis until sod is established or by an automatic underground watering system. Further, any action or omission by the customer, whether negligent or purposeful, which damages these structures, also forfeits the responsibility of Salcido, Inc. and terminates this warranty.

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WARRANTY DISCLAIMER

SALCIDO LAWN MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE EXTENT ALLOWED BY LAW, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTY SET FORTH ABOVE.

AGREED:

Client/Customer

Client/Customer