



WARRANTY

1. The standard warranty is for a one year period (excluding ground cover, annuals, bulbs and transplanted materials), commencing on the date of Substantial Completion of the Work (or portion thereof). All plants shall be alive and in satisfactory growth at the end of the warranty period.
2. Any material that is 50% or more dead shall be considered dead and must be replaced at no charge. A tree shall be considered dead when 50% of the crown is dead.
3. Deciduous material shall be guaranteed to break dormancy if planted in dormant season and perennials shall be guaranteed to show signs of healthy growth by June 1. Ground cover, annuals, bulbs and transplanted materials are not guaranteed.
4. Owner shall be responsible for providing the following maintenance: (a) watering all plants (accomplished by thoroughly wetting the root mass every 7-10 days during the growing season, provided there has not been at least one inch of rain in the interim period, provided that Owner shall not overwater the plants); and (b) cultivation to keep plants free of weeds, insects and disease; and (c) Blue Ridge Landscape & Design, Inc. maintenance guidelines must be followed. Failure to maintain material per maintenance guidelines will void warranty.
5. Contractor shall be responsible only for a one time replacement under the warranty provided. Replacement plants shall be of the same size and species as the original with no additional soil additives to be used. Replacements hereunder shall be made during the next planting period unless Contractor agrees to an earlier date.
6. If any goods or materials provided by Contractor are covered by a manufacturer's or supplier's warranty, Contractor shall have no additional liability for such goods or materials, and Owner agrees to look solely to such manufacturer or supplier.

7. With respect to that portion of the Work other than furnishing plant materials, Contractor warrants to Owner that all Work will be performed in a good and workmanlike manner and that all materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents. Contractor further warrants that, for a period of one year after substantial completion of the Work, the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Contractor's warranty excludes, and Contractor is not liable for, any damage or defect caused by abuse, modifications not executed by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.
8. Contractor shall not be responsible under any warranty for loss or damage caused by factors or circumstances beyond Contractor's control, including, but not limited to, fire, severe winter, flood, tornado, vandalism, theft, animals, improper application of pesticides or fertilizers, lack or excess of moisture, act of God, delay caused by Owner which prevents timely planting, or Owner's request for non-seasonal planting.
9. Owner is not to remove dead-dying material until inspected by Blue Ridge Landscape & Design, Inc.,
10. Contractor's warranty is null and void if Contractor terminates the Contract as a result of Owner's default.
11. Grass seed and Native Grass mix guaranteed to achieve 85% germination if seeded in season. Blue Ridge Landscape & Design, Inc. is not responsible for wash-out, erosion, drought, excessive winds, or acts of God. Seeding season is from March 15 - June 1 & September 1 - October 15. Out of season seeding is not guaranteed.