



Terms and Conditions:

Estimated costs are based upon our present understanding of the work to be done. If the scope of the work should change during the course of the project, we will present possible cost changes to you and proceed only after authorization.

Deposits & Payments – Upon contract execution, a Deposit of 1/3 of the estimated amount is due. All hours will be invoiced on a monthly basis. Invoices are due within 10 days after receipt of invoice. Any balances unpaid after that time will accrue interest at a rate of 1% per month. Client is responsible for all collection costs incurred by Designer.

Information Plats and building plans provided by Client are assumed to be accurate with regard to property lines, utilities, easements, etc. and Designer is not responsible for inaccuracies resulting from the use of said materials. Plant Information to be provided to Client including pictures and descriptions are based on Designer's extensive plant knowledge and experience. Ultimate plant performance and appearance is dependent upon many environmental factors. Any representations as to plant size or habit made by the Designer are based upon current general industry standards in this area. Any applicable warranties will be provided by contractor or plant supplier.

Design presentations are without copyright and may be used as the client desires. The exact placement and installation of plant material, hardscape elements, and other landscape features are the responsibility of the property owner and/or installation contractor. The location of existing utilities or other underground or aboveground obstacles should be verified by the owner before installing any landscape features.

The Designer shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages. Design work may be terminated at any time by either party with written notification; resulting design costs will be billed only for those services rendered up to the time of termination. In no event shall the designer's liability hereunder exceed the amount of user fees paid by user, regardless of whether user's claim is based on contract, tort, strict liability, product liability or otherwise.

Jessica M. Fox Landscaping Design & Consulting for purposes of this contract shall be known as and referred to as the Designer.

The person signing this contract warrants that they have the authority to sign as, or on behalf of, the client for whom or for whose benefit the Designer's services are rendered.

By signing this agreement, the client agrees to the conditions, services and prices stated above.