

TERMS & CONDITIONS

These Terms & Conditions are incorporated into and made part of every estimate, proposal, and contract issued by J. Dressel Landscaping Inc. Acceptance of this estimate constitutes acceptance of these Terms & Conditions.

1. Scope of Work

Work includes only the services specifically described in this estimate. Any additional work requested by the customer or required due to unforeseen conditions will be billed separately after customer approval.

2. Estimate Validity

This estimate is valid for 30 days unless otherwise stated. Prices may be adjusted after that date due to changes in labor, fuel, material costs, or supplier pricing.

3. Scheduling

Project start dates and completion dates are estimates only. Scheduling is subject to weather conditions, site conditions, material availability, equipment availability, and existing workload.

4. Site Conditions

Pricing assumes normal working conditions. Hidden or unforeseen conditions, including rock, unsuitable soils, buried debris, drainage issues, roots, or other obstacles—may require additional labor or materials and are not included unless specifically noted.

5. Utilities & Property Markings

The customer is responsible for identifying and marking all privately installed underground utilities and improvements, including but not limited to:

- Invisible pet fences
- Private electrical lines
- Low-voltage landscape lighting
- Private water lines
- Septic systems and drain fields
- Drain tile
- Existing irrigation systems not installed by our company

Public utility locating will be requested through Gopher State One Call when required. J Dressel Landscaping Inc. is not responsible for damage to unmarked private utilities or improvements.

6. Landscaping

Natural materials such as trees, shrubs, sod, seed, mulch, and soil are subject to normal variations in color, texture, growth, and availability.

Plant survival depends on proper watering and maintenance after installation. Unless otherwise stated in writing, no warranty is provided for plant material damaged by drought, excessive moisture, insects, disease, animals, acts of nature, or improper care.

7. Irrigation

Existing irrigation systems may contain hidden defects that cannot be identified during the estimate.

Repairs resulting from worn components, previous damage, improper installation, freezing, or age are not included unless specifically listed.

Customers are responsible for scheduling annual spring startup and fall winterization. J. Dressel Landscaping Inc. is not responsible for freeze damage to irrigation systems that were not properly winterized.

8. Snow & Ice Management

Snow removal services are performed according to the service agreement or trigger depth specified in the contract.

Accumulating snowfall, drifting, freezing rain, refreezing, or continued precipitation may require multiple visits.

While reasonable care is exercised, J. Dressel Landscaping Inc. does not guarantee completely snow- or ice-free surfaces and is not responsible for slippery conditions between service visits or after precipitation has ended.

Customers are responsible for clearly marking curbs, decorative borders, landscape features, utility covers, basketball hoops, and other obstacles that may become hidden by snow.

9. Property Damage

Reasonable care will be taken to protect the property during work.

J. Dressel Landscaping Inc. is not responsible for damage caused by:

- Hidden or unmarked underground utilities
- Improperly installed hardscape
- Existing defective irrigation components
- Concealed objects beneath snow
- Pre-existing site conditions
- Normal wear caused by equipment operating under wet or adverse conditions

10. Changes to Work

Changes requested after work has begun may require a written change order and may affect pricing and project completion.

11. Payment Terms

Payment is due according to the invoice date unless otherwise stated.

Past-due balances may accrue interest at the maximum rate permitted by Minnesota law. The customer agrees to pay reasonable collection costs, attorney fees, and court costs incurred in collecting unpaid balances, where permitted by law.

12. Cancellations

Orders canceled after materials have been purchased or work has been scheduled may be subject to charges for materials, labor, mobilization, restocking fees, and administrative costs.

13. Warranty

Unless otherwise stated in writing, workmanship is warranted for one (1) year from the date of completion.

This warranty does not cover damage resulting from:

- Acts of nature or severe weather
- Drought or flooding
- Improper maintenance
- Customer misuse
- Third-party damage
- Normal settling or seasonal movement

- Freeze damage
- Existing site conditions

Manufacturer warranties on products and materials remain the responsibility of the manufacturer.

14. Limitation of Liability

J. Dressel Landscaping Inc.'s maximum liability for any claim arising from this project shall not exceed the amount paid by the customer for the specific services giving rise to the claim.

15. Governing Law

This agreement shall be governed by the laws of the State of Minnesota.

16. Acceptance

Acceptance of the estimate authorizes J. Dressel Landscaping Inc. to perform the work described and signifies agreement to these Terms & Conditions.