



## **Cutter's Edge LLC**

DBA Cutter's Edge Pro Services/Davis the Plumber

### **Warranty Disclaimer and Terms and Conditions Policy**

1. **APPLICATION OF WARRANTY AND DISCLAIMER** Cutter's Edge LLC-Pro Services-Davis the Plumber understands that discrepancies may occur within contracts and warranties, and we make every effort to control our implementation and execution of contracts and warranties set forth. Customer understands and agrees that the information clearly and explicitly stated within the contract and warranty information is non-negotiable and both parties understand and agree to the warranty and contract set forth. Cutter's Edge will not withhold any reasonable request in good faith to remedy a problem or concern that exists within a contract performed, but all parties understand that the contract and warranty information set forth supersedes any previous agreements discussed outside of contract.
2. **COVID 19 AND MATERIALS** Cutter's Edge LLC-Pro Services-Davis the Plumber will request the customer to travel to a material supplier to choose the material they want to be installed within their landscape project. This includes but is not limited to: plants, gravel, pavers or block. Cutter's Edge LLC-Pro Services-Davis the Plumber understands during the pandemic customers may opt out due to safety concerns, and the customer agrees to allow Cutter's Edge LLC-Pro Services-Davis the Plumber to choose and supply materials based on the customer's request, project design and availability of materials at that time. Customer agrees to remove and withhold liability on behalf of Cutter's Edge LLC-Pro Services-Davis the Plumber for misrepresentations or faulty materials supplied by companies not affiliated with Cutter's Edge LLC-Pro Services-Davis the Plumber.
3. **ALTERATIONS** Any alterations to materials or work to be performed as identified in the proposal will be subject to a change of work order. NOTE color, size, type, and placement of materials used may vary slightly from those represented by material samples, photo renderings, diagrams etc. In the event a change of work order is needed, a new proposal will be provided and MUST be agreed upon prior to continuation of scheduled work. THIS MAY INCLUDE A COST INCREASE.
4. **CHANGE ORDERS** Cutter's Edge LLC-Pro Services-Davis the Plumber understands and agrees changes may be made from original contract and Cutter's Edge LLC-Pro Services-Davis the Plumber will not withhold a reasonable request for change orders during job performance, unless changes constitute an adjustment in material cost, additional labor or work, delivery or changes requested outside of the contract. Cutter's Edge LLC-Pro Services-Davis the Plumber will make a reasonable effort to involve customer in each aspect of contract execution but customer agrees to allow adjustments to be made by Cutter's Edge LLC-Pro Services-Davis the Plumber to accommodate site specific conditions that are unforeseen or discovered during the course of contract performance.
5. **DESIGN AND FEE** Cutter's Edge LLC-Pro Services-Davis the Plumber will perform a contract where a separate entity provides a design and layout. If so, the design and fee in this section will not apply. Customer agrees however that this warranty and disclaimer supersedes all other warranty and disclaimers provided by another firm.
6. **CANCELLATIONS** Cutter's Edge LLC-Pro Services-Davis the Plumber provides a cancellation window of 5 business days prior to scheduled start date for a full refund of deposit less any credit card fees. If customer cancels project within 5 days of scheduled start date, a refund of deposit less materials ordered, and credit card fees will apply. Once a contract has commenced and a deposit has been provided, the customer and Cutter's Edge LLC-Pro Services-Davis the Plumber understand the contract may only be canceled when both parties agree and sign a contract termination form. We reserve the right to collect any money due, and any materials not paid for in the event a customer breaches a contract without a valid and legal claim. These rights include but are not limited to collections, mechanics liens, and breach of contract claims.
7. **TERMS OF INSTALLATION AGREEMENT** Cutter's Edge LLC-Pro Services-Davis the Plumber will furnish all materials identified in the proposal or attachments if any, and Cutter's Edge LLC-Pro Services-Davis the Plumber

will furnish all labor necessary for the complete landscape project pursuant to the terms set forth below. Customer will pay for said landscape construction in the manner set forth below.

8. **SUBSTITUTIONS** In the event that material identified in proposal is not available, the customer gives Cutter's Edge LLC-Pro Services-Davis the Plumber full permission to make substitutions as seen fit for the overall functionality and completion of the project. PLEASE NOTE: Some substitutions may increase or decrease original price
9. **PERFORMANCE** Unless otherwise agreed to by the customer, Cutter's Edge LLC-Pro Services-Davis the Plumber will commence work on the landscape project at the address set forth on the proposal. The dates shall be extended by reason of any delays caused by the Customer or any other reason not within the control of Cutter's Edge LLC-Pro Services-Davis the Plumber. The extent of Cutter's Edge LLC-Pro Services-Davis the Plumber's work shall include the acquisition and installation of only those materials certified on the proposal.
10. **CUSTOMER'S RESPONSIBILITY** Cutter's Edge LLC-Pro Services-Davis the Plumber shall have underground utility lines located (where applicable) by utility companies before the job is started, and also mark any and all elements of yard that may become damaged during excavation and landscaping, plumbing, hvac project. The customer will be responsible for the location of any privatized utilities (water, gas, electrical), site lighting, low voltage lighting and invisible pet fences, underground drainage pipes, and property lines. Cutter's Edge LLC-Pro Services-Davis the Plumber is not responsible for any damage to any privatized utilities, lighting or pet fences that have not been accurately located. Customer is solely responsible for informing a Cutter's Edge LLC-Pro Services-Davis the Plumber manager of any requests for cleanup and removal. This may include tire tracks on pavement on customers property. When major removal and excavation work is carried out during a contract, the customer shall indicate areas of concern prior to commencement of work. Cutter's Edge LLC-Pro Services-Davis the Plumber **SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OCCURRING BY REASON OF CUSTOMER'S FAILURE TO LOCATE AND MARK ALL UNDERGROUND OBSTRUCTIONS OR BY REASON OF THE LANDSCAPE CONSTRUCTION ENCROACHING UPON PROPERTY LINES. ANY REPAIRS UNDERTAKEN BY Cutter's Edge LLC-Pro Services-Davis the Plumber AS A RESULT OF THE CUSTOMER FAILING TO ACCURATELY MARK OBSTRUCTIONS OR EXTRAORDINARY CLEANUP SHALL BE BILLED AT Cutter's Edge LLC-Pro Services-Davis the Plumber's CUSTOMARY RATES.** Additionally, Cutter's Edge LLC-Pro Services-Davis the Plumber will not be liable for ensuring the closure of gates/fences located your property. It is the customer's responsibility to check all gates/fences prior to releasing children and/or pets into a fenced yard.
11. **CONDITION OF LOT** Customer understands and agrees that the landscape construction requires excavation. Cutter's Edge LLC-Pro Services-Davis the Plumber will undertake any reasonable efforts to restore Customer's lot to the most plausible original condition after completion of said installation. However, Customer acknowledges that said restoration shall not be to the original condition of the lot. Further, any unusual damage done to Customer's lot during Cutter's Edge LLC-Pro Services-Davis the Plumber's excavation, by reason of large subsurface rocks and subsurface condition unforeseen by the parties hereto shall not be the responsibility of Cutter's Edge LLC-Pro Services-Davis the Plumber. Customer agrees to incur the cost of any extraordinary restoration work required hereby. However, Cutter's Edge LLC-Pro Services-Davis the Plumber shall not be responsible for such damage other than that created by negligence of its employees. **CUTTER'S EDGE LLC-PRO SERVICES-DAVIS THE PLUMBER UTILIZES EQUIPMENT TO PERFORM LANDSCAPING PROJECTS AND CANNOT GUARANTEE CONDITION OF LOT PRIOR TO, DURING, OR POST COMPLETION.**
12. **PAYMENT TERMS** If not otherwise structured, Customer shall deposit with Cutter's Edge LLC-Pro Services-Davis the Plumber in amount equal to 30% of the total installation contract price hereunder upon Customer's execution of this Agreement. Cutter's Edge LLC-Pro Services-Davis the Plumber may request a 50% deposit depending on size and scope of work. Customer shall pay the balance of the contract price upon completion unless job total, including change orders, is valued over \$15,000. Cutter's Edge LLC-Pro Services-Davis the Plumber may request more than one draw (example, 1<sup>st</sup> \$5000, 2<sup>nd</sup> \$5000, Final \$5000). All payments shall be made to Cutter's Edge LLC-Pro Services-Davis the Plumber's representative or mailed to 4408 Barrett Ave NW, Albuquerque, NM 87114. **FAILURE TO PAY THE BALANCE OF THE INSTALLATION CONTRACT PRICE WITHIN SEVEN (7) BUSINESS DAYS AFTER CONTRACT BECOMES DUE SHALL VOID WARRANTY DESCRIBED BELOW.**
13. **SECURITY AGREEMENT AND MATERIAL INTEREST** Cutter's Edge LLC-Pro Services-Davis the Plumber shall retain a security interest in all plants and materials installed on Customer's real estate/property until the contract between the parties has been paid in full. Failure to pay all sums due within thirty (30) days of completion of the contracted project shall permit Cutter's Edge LLC-Pro Services-Davis the Plumber to enter upon the premises and remove all items subject to this security agreement, all without a court order.

## **Warranty Information**

PLEASE READ CAREFULLY. All work covered under warranty is guaranteed for a period of 6 months from date of installation unless otherwise noted and is subject to the manufacturer's warranty. Warranty does not cover vandalism, Acts of God (flood, wind, snow, freezing etc outside of Cutter's Edge LLC-Pro Services-Davis the Plumber's control), damage caused by overheating, and modifications or repairs to specific work site property or surrounding site property done by anyone other than a Cutter's Edge LLC-Pro Services-Davis the Plumber employee.

CUSTOMER RETAINS FULL RESPONSIBILITY FOR VERIFYING CONDITIONS OF LANDSCAPING ELEMENTS POST COMPLETION.

LIMITED WARRANTY Builder/Homeowner must contact Cutter's Edge LLC-Pro Services-Davis the Plumber, via email or letter for warranty issues within the warranty period stated for each product or service. NOT ALL WORK IS COVERED UNDER WARRANTY.

CONCRETE IS NOT COVERED UNDER WARRANTY due to inherent nature of concrete.

### **If you have a warranty claim, the terms for replacement include:**

- All accounts with Cutter's Edge LLC-Pro Services-Davis the Plumber must be current to make a claim.
- Items will be replaced with material at the size or type stated in the contract.
- Warranty replacement will cover replacement material of the plant at no cost to the customer. Labor not included. A minimum rate of \$85 per man hour will be billed for any landscape warranty requests and \$125 per man hour for any plumbing/HVAC warranty requests not covered. If a machine/loader is required to be used during replacement, a rate of \$144 will be billed as the minimum. Customary Labor and Material Rates will be charged beyond the minimum rates expressed above when warranty replacements result in the need for labor beyond 1 hr and/or additional materials. Additional material may include planting soils, planting amendments, mulches or topdressing materials, and staking/securing materials.

## **Customary Rates**

A minimum rate of \$85 per man hour for any landscape work and \$125 per man hour for plumbing/HVAC work will be billed for any warranty work requests where labor is not covered. If a machine/loader is required to be used during warranty claim, a rate of \$144 will be billed as the minimum. Customary Labor and Material Rates will be charged beyond the minimum rates expressed above when warranty replacements result in the need for labor beyond 1 hr and/or additional materials.

## **Block Retaining Wall, Concrete Paver Patio, Driveway, and Pathway Warranty**

All retaining wall blocks and caps and all concrete pavers purchased and installed by Cutter's Edge LLC-Pro Services-Davis the Plumber have a warranty of 100% of the wholesale purchase price for 6 months from the date of installation, not including labor. Materials purchased or supplied by customer are NOT covered under warranty. A labor fee will be charged for any products replaced due to manufacturer's defects. No labor fee will be charged for warranty issues Caused by faulty workmanship. Check with manufacturers for additional warranties. All block retaining walls and concrete paver patios, driveways, and pathways installed by Cutter's Edge LLC-Pro Services-Davis the Plumber are covered for a period of 6 months against faulty workmanship. POURED CONCRETE IS NOT COVERED UNDER WARRANTY. This warranty covers any installation defects including breakage and settling that may occur through no fault of the customer. Warranty does not cover discoloration or efflorescence of concrete based materials, stains caused by foreign substances, Acts of God (flood, wind, snow, etc.), nor modifications or repairs done by anyone other than a Cutter's Edge LLC-Pro Services-Davis the Plumber employee. Certain elements of pavers and block installation (joint sand, mortar etc) are subject to erosion and damage by elements of weather and are not covered under warranty. Concrete IS NOT covered under warranty.

PLEASE NOTE: Cut or altered blocks, bricks, pavers or other hardscape material may cause edges or pieces to become less stable. We cannot guarantee material will not chip or crack due to such alterations.

## **Custom Woodwork Warranty Workmanship**

Guaranteed for 3 months from installation. Warranty excludes any warping or discoloration due to the nature of the material and sun effects in New Mexico

### **Drain Disclosure**

Grading of soil or other natural landscape intended to channel water and alleviate drainage concerns is not guaranteed. Drainage is not covered by warranty. Installation of drain tile or other work intended to alleviate drainage problems is subject to inherent uncertainty due to unknown soil and water conditions and is not covered.

### **Plant Warranty**

Cutter's Edge LLC-Pro Services-Davis the Plumber does not warranty plants and no guarantees are implied.

### **Artificial Turf Warranty**

Cutter's Edge LLC-Pro Services-Davis the Plumber will warranty workmanship and installation of artificial turf for a period of 6 months from date of installation. We do not warranty against acts of God (i.e. high winds, flooding, freezing or excessive heat) or alterations to existing turf done by anyone other than a Cutter's Edge LLC-Pro Services-Davis the Plumber employee. We do not warranty against failure or damage due to animals or people, or objects placed on turf such as playsets or other structures. PLEASE discuss with us the intended use of the turf prior to contract to determine what options will suit the application.

### **Hardscape Warranty**

Hardscape installation is guaranteed for a period of 6 months from date of installation. Materials purchased or supplied by customer are NOT covered under warranty. Cutter's Edge LLC-Pro Services-Davis the Plumber makes every effort to guarantee the quality of materials sourced, but accepts no responsibility for variations in color or quality. If settling or structural failure occurs within the 6 month period of installation and deemed to be an installation error, the repair of work will be completed including labor and material at no cost to the customer. Certain elements of pavers and block installation (joint sand, mortar etc) are subject to erosion and damage by elements of weather and are not covered under warranty. Warranty claims must be submitted in writing to Cutter's Edge LLC-Pro Services-Davis the Plumber within the 6 month period. WARRANTY DOES NOT INCLUDE ACTS OF GOD (erosion, high wind, subsurface conditions unforeseen).

PLEASE NOTE: Due to the nature and composition of concrete, we DO NOT warranty concrete currently. Concrete can and will crack at undetermined times. We do guarantee that we source our concrete from the highest quality local vendors and utilize industry standards for all concrete work.

Discrepancies in completed work must be presented to Cutter's Edge LLC-Pro Services-Davis the Plumber within seven (7) days of completion date.

### **Please note the below circumstances which void this warranty in full:**

- Any alteration to Hardscape or areas adjacent to Hardscape following installation.
- Sub-grade (soil and earth below installed footer, base course etc) settling and/or construction compaction.
- Excavating or altering subgrade or construction base under or adjacent to Hardscape.
- Improper loading or use of Hardscape structure i.e. hot tub, jacuzzi.
- Customer maintains responsibility to inform Cutter's Edge LLC-Pro Services-Davis the Plumber of intended use of landscaping elements, hardscapes, and/or equipment installed prior to installation so proper adjustments can be made to accommodate intended uses. Damage by any act of God, flooding, extreme wind, etc.

### **Irrigation and Plumbing Warranty**

Irrigation and plumbing work completed by Cutter's Edge LLC-Pro Services-Davis the Plumber is guaranteed to function properly for 1 year plumbing, and 6 months for Irrigation and sprinkler work from date of installation; however, company accepts no responsibility for variations or deficiencies in function caused by water volume or pressure varying from the plan estimates. Cutter's Edge cannot guarantee pressure or volume changes from wells and surges in city water supplies, and Cutter's Edge LLC-Pro Services-Davis the Plumber is not responsible for failures of or defects in materials or due to the owner's negligence, unreasonable use, lack of proper care or maintenance, or due to adverse weather conditions (including freeze damage, roots etc.), acts of God or animals, or acts of other persons not controlled by Cutter's Edge LLC-Pro Services-Davis the Plumber. Warranty for repairs made to existing systems not previously installed by Cutter's Edge LLC-Pro Services-Davis the Plumber are restricted to newly installed parts only and does not cover any new repairs that arise elsewhere.

### **Heating, Ventilation, Air Conditioning Warranty**

HVAC work completed by Cutter's Edge LLC-Pro Services-Davis the Plumber is guaranteed to function properly for 1 year from installation; however, company accepts no responsibility for variations or deficiencies in function caused by water volume or pressure variations, or material changes in structure or ductwork of home not related to installation work, electrical variations or deficiencies not identified prior to work commencing and all other variations not identified in work order.. Cutter's Edge cannot guarantee pressure or volume changes from wells and surges in city water supplies, and Cutter's Edge LLC-Pro Services-Davis the Plumber is not responsible for failures of or defects in materials or due to the owner's negligence, unreasonable use, lack of proper care or maintenance, or due to adverse weather conditions (including freeze damage, roots etc.), acts of God or animals, or acts of other persons not controlled by Cutter's Edge LLC-Pro Services-Davis the Plumber. Warranty for repairs made to existing systems not previously installed by Cutter's Edge LLC-Pro Services-Davis the Plumber are restricted to newly installed parts only and does not cover any new repairs that arise elsewhere.

#### **If you have a warranty claim, the terms for replacement include:**

- All accounts with Cutter's Edge LLC-Pro Services-Davis the Plumber must be current to make a claim.
- Items will be replaced with material at the size stated in the contract. Growth factors will not be considered.
- Warranty replacement will cover replacement material at no cost to the customer.
- A minimum rate of \$75 per man hour will be billed for any plant or other warranty work requests. If a machine/loader is required to be used during replacement, a rate of \$144 will be billed as the minimum. Customary Labor and Material Rates will be charged beyond the minimum rates expressed above when warranty replacements result in the need for labor beyond 1 hr and/or additional materials. Additional material may include but not limited to planting soils, planting amendments, mulches or topdressing materials, base materials, sand and staking/securing materials.

### **Photograph Release**

I grant permission to Cutter's Edge LLC-Pro Services-Davis the Plumber, on behalf of the company and its agents or employees, to use photographs taken of the project and/or property once communications began regarding the project and to extend for a period of 6 months following the completion of the project and/or the end of the warranty period whichever is longer in duration. These photos may be for use in company publications such as advertising brochures, newsletters, and magazines, and to use the photographs on display boards, and to use such photographs in electronic versions of the same publications or on company's web sites or other electronic form or media, and to offer them for use or distribution in other non-company publications, electronic or otherwise, without notifying me.

I hereby waive any right to inspect or approve the finished photographs or printed or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the photograph.

I hereby agree to release, defend, and hold harmless Cutter's Edge LLC-Pro Services-Davis the Plumber, on behalf of the company and its agents or employees, including any firm publishing and/or distributing the finished product in whole or in part, whether on paper or via electronic media, from and against any claims, damages or liability arising from or related to the use of the photographs, including but not limited to any misuse, distortion, blurring, alteration, optical illusion or use in composite form, either intentionally or otherwise, that may occur or be produced in taking, processing, reduction or production of the finished product, its publication or distribution.

### **Service Disclaimer**

In performing requested services, Cutter's Edge LLC-Pro Services-Davis the Plumber is not liable for any damage that occurs because of:

- Drainage or grade alterations.
- Disturbing existing plant material.
- Excavating or digging:
  - a. invisible fencing
  - b. sewage lines
  - c. underground cable/dsl/phone lines
  - d. irrigation plumbing, sprinkler heads or wiring
  - e. any utility not marked by associated utility company
  - f. existing structures or dwellings
  - g. landscape lighting
  - h. subsequent erosion from soil disturbance
  - i. Any work performed by anyone other than a Cutter's Edge LLC-Pro Services-Davis the Plumber employee
    - Settling of soil and/or sub grade and its effect on any structure.

Additionally, Cutter's Edge LLC-Pro Services-Davis the Plumber, assumes no liability over items which could be damaged if not removed, clearly marked or protected from the area determined as 'working area' prior to any work being performed. It is the customers responsibility to protect, mark or remove items that may be damaged during contracted task.

### **Acceptance**

PLEASE READ CAREFULLY.

Electronic Acceptance:

Please review the attached estimate. If you accept the estimate, warranty, & terms and conditions and would like to proceed with the work, please print and sign this document and return to an authorized representative of Cutter's Edge LLC-Pro Services-Davis the Plumber. We must have a statement of acceptance on file before we can schedule the work to begin. By responding to this estimate, providing verbal or written authorization via email, or providing a deposit you declare your acceptance of the estimate, warranty, terms and conditions and that the proposed prices and specifications are satisfactory and are hereby accepted. You therefore authorize Cutter's Edge LLC-Pro Services-Davis the Plumber to do the work as specified.

PLEASE NOTE: Cutter's Edge LLC-Pro Services-Davis the Plumber will make a reasonable effort to make the customer aware of our terms and conditions and direct them to this page. Cutter's Edge LLC-Pro Services-Davis the Plumber may begin a project without this page being signed if a verbal or written email authorization and at the request of the customer. Customer agrees by accepting, signing, or providing a deposit for the project you agree to our terms and conditions and warranty information. If a copy of the warranty and/or contract is not signed, a verbal authorization via email or otherwise will constitute the full acceptance and authorization of the contract and warranty and disclaimer documents. PLEASE READ CAREFULLY.

I am 18 years of age or older and I am competent to contract in my own name. I have read this document before signing below, and I fully understand the contents, meaning and impact of this document. I understand that I am free to address any specific questions regarding this release by submitting those questions in writing prior to signing, and I agree that my failure to do so will be interpreted as a free and knowledgeable acceptance of the terms of this release.

Property Address: \_\_\_\_\_

Date: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

\_\_\_\_\_

Cutter's Edge LLC-Pro Services-Davis the Plumber

Representative: \_\_\_\_\_

Date: \_\_\_\_\_