



Clark Logic EarthWorks — Landscaping Terms & Conditions

Scope of Work

Work will be performed as agreed in advance, and all sketches and renderings remain the property of Clark Logic EarthWorks. Written specifications override renderings in case of discrepancies.

Clients are responsible for obtaining all required permits before work begins.
Estimates are valid for **30 days**.

Design Changes

If the client requests changes after the contract is signed, a written change order will be issued for approval before work continues. Pricing will be adjusted accordingly.

Site Conditions & Exclusions

- Materials delivered to the site become the client's responsibility. Unused materials remain the property of Clark Logic EarthWorks.
- No warranty applies to client-supplied materials. Shortages, damage, or delays from such materials may incur additional charges.
- We are not liable for damage to underground systems or concealed items unless caused by proven negligence.
- Weather delays are not the responsibility of Clark Logic EarthWorks.

Force Majeure: Clark Logic EarthWorks shall not be held liable for delays caused by weather, supply issues, labor shortages, or other factors beyond our control.

Plant & Hardscape Warranty

- Hardscape installation craftsmanship is warranted for one year after completion.
- Plant materials (excluding annuals) are warranted for the planting season only. Transplanted plants carry no warranty.
- Damage from lack of care, weather, or acts of nature is not covered.

Turf repair by sod will be billed separately.

Photos & Marketing

Clark Logic EarthWorks reserves the right to take project photos for documentation and promotional purposes. Identifiable features will not be used without client approval.

Payment Terms

Full payment is required to validate any warranties.

Overdue balances accrue **1.5% monthly interest**, and collection costs will be added to outstanding balances.

Cancellations

If a project is canceled after work has begun, the client will be billed for labor, materials, and expenses incurred up to the cancellation date. Deposits are non-refundable unless otherwise agreed in writing.

General Terms

Limitation of Liability

Clark Logic EarthWorks is not liable for damages exceeding the total fees paid by the client for services under this agreement, including indirect or consequential damages.

Indemnification

The client agrees to indemnify and hold Clark Logic EarthWorks harmless from claims, damages, or legal actions arising from services provided, except where caused by Clark Logic EarthWorks' proven negligence.

Dispute Resolution

Any disputes will first be addressed through good-faith mediation. If mediation fails within 30 days, either party may pursue legal remedies under Michigan law.