



TERMS AND CONDITIONS FOR CONTRACTING SERVICES

1. Environmental Landscape Associates, Inc. (ELA) here in after called contractor shall be paid \$_____ as a deposit at the time that Purchaser accepts this proposal. Contractor will be paid \$_____ when the project is approximately 50% completed. Progress bills will be presented for any extra work done through the date of the bill. The balance of the contract plus any extras not previously billed will be billed upon completion and will be due immediately. The contractor will determine when the second progress payment is due. The contract total is \$_____.
2. Beginning 30 days after the date of any invoice, unpaid amounts are subject to late payment FINANCE CHARGES of 1 1/2% per month, which is an ANNUAL PERCENTAGE RATE of 18% (This statement of finance charges is not to be understood as Contractor's consent to payment being made late.) Payments will be applied first to finance charges and thereafter to invoices, the oldest being credited first.
3. Purchaser's payment under the Contract will constitute acceptance of the work and materials supplied to the date of payment.
4. Invoices and notices to purchaser will be mailed or delivered to the attention of Purchaser at the address stated at the beginning of the Proposal. They will be effective upon mailing or delivery. Notices to Contractor will be mailed or delivered to the attention of Contractor at the address stated at the beginning of this Proposal. They will be effective upon mailing or delivery.
5. Until contractor receives full payment of all amounts due hereunder, purchaser agrees that the contractor hereby is provided with a security interest in all plants installed in connection with this contract. Purchaser shall execute any such documents contractor shall require to implement said security interest.
6. Any design or layout plan given by Contractor to Purchaser will be marked with a reference to this Proposal and will become a part of the Contract. Minor on-site adjustments may be made by Contractor. No additions to or deletions from, or other changes in, this Proposal or the Contract will be valid unless signed for by the parties and marked with a reference to this Proposal, for example a change order.
7. All work will be completed in a substantial and workmanlike manner according to standard practices in the State of Pennsylvania and New Jersey area.
8. This proposal is void if Purchaser's acceptance is not received by the Contractor within 30 days of the Proposal date appearing at the beginning of the Proposal.
9. ELA reserves the right to charge additional for unforeseen site conditions not readily apparent in estimating the material and work as specified. These conditions are, and not exclusively limited to, impenetrable rock, buried construction debris, pipes, utilities, heavy clay hard pan soils, soft non-compactable subsoils, stumps, and/or excess roots. The site must be received by ELA in a clean, workable condition.
10. Contractor shall have the right, in its sole discretion, to make substitutions of plants of equal value, size and quality whenever the contractor shall find it necessary or expedient upon approval from Client.
11. Purchaser will locate, on appropriate drawings, and Contractor will not be responsible for damage done to any private underground object including gas, water and irrigation lines, or electric or telephone wires or conduit unless identified prior to the beginning of work. Contractor will call the toll-free before-u-dig service to locate all underground public utilities.
12. Theft of plants or materials after they are delivered on the site will be the Purchaser's responsibility.
13. Contractor shall not be responsible for settlement of installed work due to unforeseen site conditions or acts of God (example: buildings, walkways, patios, plantings, and/or lawns).
14. Contractor shall not be responsible for any loss, damage, or delay caused by weather conditions, strikes, Acts of God, or any other causes beyond the Contractor's control.
15. Purchaser will be responsible for marking all property lines and corners to permit Contractor to designate limit lines for installation work.
16. Contractor may file legal or equitable measures to assure payment of amounts due. Contractor shall have the right to terminate this contract for any unpaid invoices after written notice thereof to purchaser.

(see reverse side)

17. If Contractor refers the Contract for collection by an attorney or collection agency, Purchaser will pay all costs permitted by law to be collected from debtors, including court costs and reasonable attorney's and collection fees, and including any costs associated with the enforcement of any stop notice or any other notice of claim, filed by the Contractor.
18. Contractor will decide the scheduling of all work in accordance with trade standards, weather conditions and the availability of plant materials.
19. Upon termination of this Contract for any reason, Contractor may re-enter the property to re-take its equipment, tools, unused materials, and unpaid installed items; such as trees, shrubs, patios, walks, steps, and walls.
20. When this proposal is completely executed and becomes a contract, it is to be deemed a State contract and subject to the laws of Pennsylvania and/or New Jersey.
21. Upon written notice of either party given to the other, any controversy or claim arising out of or relating to this contract, or any breach thereof, may be settled through arbitration in accordance with the rules of the American Arbitration Association. Any arbitrator's award shall be binding and a judgment upon such award may be entered in any court having jurisdiction and shall include interest, costs and attorney's fees. Contractor shall be able to enforce any such award, at law or equity, at the Contractor's choosing.
22. Warrantee for Services: see attached Exhibit A.

PURCHASER'S ACCEPTANCE OF PROPOSAL

The above Proposal is satisfactory and is hereby accepted. Contractor is authorized to do the work as specified. Payment will be made as outlined above. This Acceptance is effective upon actual receipt by Contractor of a signed Acceptance and is for the amount stated in paragraph 1. The Proposal and this acceptance will constitute a contract when counter signed, below by Contractor.

Purchaser (print name)

Environmental Landscape Associates (print name)

Purchaser (signature)

Environmental Landscape Associates (signature)

Date

Date