



TERMS & CONDITIONS

THIS AGREEMENT ("Agreement") is made by and between Strickly Green Grass, LLC ("Contractor") and owner(s). Whereby Contractor and Owner, for the consideration set forth herein, agree to the following:

Article 1. Contract Payment - Owner shall pay Contractor for the material and labor performed under the Agreement, plus applicable taxes, subject to additions and deductions, pursuant to authorized change orders. Payment is due in two (2) equal non-refundable installments as follows:

1. 50% deposit paid on the day this Agreement is made.
2. 50% upon substantial completion of the terms of this Agreement by Contractor.

You will be charged 18% per annum interest compounded monthly on all unpaid amounts due under terms in this Agreement. If your bank does not honor a payment by check, you will be charged a Fifty Dollar (\$50.00) bounced check fee. If Contractor is forced to pursue payment through legal means, you will be responsible for all interest, court costs and attorney's fees incurred by Contractor.

If a project total is \$20,000 or greater, 50% deposit will be required, 25% progress payment will be expected when material is delivered to site and then final 25% payment will be collected upon substantial completion of the terms of this Agreement by Contractor.

Article 2. Amendments – Any and all Agreements by the parties that amend, change, or revise the Agreement shall be binding even if such amendments may lack formal legal consideration, provided such agreements are in writing and executed by both parties. If there is a charge for such amendment, change, or revision, the additional charge will be added to the contract price of this Agreement.

Article 3. Breach - Any failure to make payment when due, shall be deemed a material breach of the Agreement. Contractor will cease work without breach on its part pending resolution of any dispute, including non-payment. Except for Contractor's lien rights, All Disputes hereunder shall first be attempted to be resolved through mediation in accordance with the mediation rules of the American Arbitration Association.

Should mediation be unsuccessful, then the Parties are free to pursue legal remedies under Texas law in the courts of Houston, Harris County, Texas.

Article 4. Entire Agreement - This Agreement, the estimate, and client expectations, constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all previous proposals, or agreements, oral, written, and all negotiations, conversations, or discussions hereto between the parties related to the subject matter of this Agreement.

Article 5. Validity- If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination the remainder of this Agreement shall remain in full force and effect provided the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this agreement.

Article 6. Applicable Law - This Agreement shall be construed in accordance with the laws of the State of Texas and venue for any legal proceeding shall be Houston, Harris County, Texas.

Article 7. Miscellaneous - In addition, the following general provisions shall apply:

1. All work shall be completed in a professional workmanlike manner.
2. Contractor warrants it is adequately insured for all injury to Contractor's employees and other incurring loss or injury as a result acts of the Contractor or Contractor's employees and subcontractors during installation.
3. Contractor agrees to leave the premises in a broom clean condition.
4. Contractors will not be liable for any delay due to circumstances beyond its control including weather, casualty, or general unavailability of material. Customer is required to notify Contractor of a cancellation or postponement 24 hours prior to final installation which is subject to a \$500 cancellation/postponement fee that will be added to the final balance due. Merchandise returned will be subject to a 10% restocking fee. Special ordered merchandise that is custom made is non-refundable.
5. Warranty: SYNLawn turf carries a limited lifetime warranty as specified under the SYNLawn warranty at www.synlawn.com.

The installation is warranted for two (2) years from date of completion.

6. Self-install disclaimer: Upon taking possession of product, SYNLawn is not liable for any damage incurred to the product as a result of transporting the product. This also includes any damage made to any vehicle used in the transporting of such product.
7. Contractor will attempt, by all means, to protect personal property, lawn, shrubs, plants, landscaping, landscape lighting, cable lines, irrigation heads and lines, and areas of ingress/egress during the installation process. Even though Contractor will do their best to protect these areas, damage may occur in some instances, and contractor cannot be held responsible for damage(s) and/or repair.
8. Unless specified in the Agreement, it is not within the job scope to move, replace, or repair piping, or sprinklers. Hidden objects and conditions are not the responsibility of the Contractor. Contractor cannot avoid them in the process of installing SYNLawn. Owner is responsible for ensuring utilities, irrigation piping and sprinklers will not interfere with installation process and is responsible for any damage and/or repairs.
9. Owner is solely responsible for obtaining all required approvals including, but not limited to Homeowners Association approval prior to the installation. Failure of Homeowner to obtain any or approvals is not grounds for non-payment.



CLIENT EXPECTATIONS

Thank you for choosing SYNLawn. We appreciate the trust you have put in our business and look forward to showing you why we are the number one synthetic grass company in the nation. In order to provide you with the best possible experience for your home or commercial improvement project, we would like to provide you with some important and helpful information. If you have any questions regarding the information you are being given in this document, please do not hesitate to call our office.

- Installation dates are set upon receipt of initial deposit, along with receipt of your signed proposal, Terms and Conditions, and Client Expectations. Please be advised that SYNLawn will do its best to accommodate scheduled installations but weather, casualty, scheduling conflicts, and general delays in material prevents SYNLawn from guaranteeing installation dates.
- Please expect your installation to take a day or more depending on the size of the job and the services you have ordered.
- When we plan your job we select and cut turf from the same dye lot. Please note that if you choose to add more turf while crews are on site or decide to add turf to your project after the job has been completed; we cannot guarantee that we will have a matching dye lot in stock. Make sure that all services that are to be completed by our crews are written in your contract. The crews will only perform work that appears in the contract and any additional work being requested on the job site will incur additional charges.
- Seams - Our SYNLawn professional crews work hard to hide any seams that may be needed in your project but we do not guarantee that seams will be 100% invisible.
- Pets - We do our best to recommend the appropriate synthetic grass products and after care instructions to our clients with pets. Recommendations include:
 - Choosing a synthetic turf product designed for medium to heavy traffic
 - Choosing an Antimicrobial Infill (Envirofill) as a top-coat infill
 - Please note that SYN Lawn cannot guarantee that pet odors will not develop over time.
- Temperature - Synthetic turf does not stay as cool as natural sod. During extreme temperatures the surface temperature of synthetic turf will get hot.
- Expansion and contraction - Synthetic turf can expand as temperatures rise and contract as the temperatures drop. We do everything possible to keep this at a minimum, but we cannot guarantee that ripples in the turf or gaps at the transitions won't develop. This is not something that is covered under your installation warranty.
- Reflective issues - Window reflections can damage your turf. Although we mostly see this in South, Southeast, and Eastern facing windows; any window reflection has the potential to reflect a high temperature that can melt your turf. Solar screens can prevent this from occurring and should be considered if you think you may have a window that will reflect on your synthetic grass. **Melting of Turf is NOT covered under your warranty.**

- Our crew leader will do a final inspection of the project to ensure quality of workmanship. We encourage you to participate in the final inspection, although we do not require you to be at the project location the final day of the installation. You will be asked to sign a certificate of completion on the final day of your project. This signed document is required before your turf can be registered and before your warranty can begin.
- Final payment will be due on the scheduled last day installation. You will be sent an invoice to pay from. If you paid by cash, please make sure that you get with your project administrator for instructions.