



## HARDSCAPE WARRANTY

Grill Islands, Seating Walls, Columns, Paver Patios, Fireplaces, and Veneer Work

We offer a one year workmanship guarantee on all residential hardscape projects we build for homeowners. Many of the materials we use are backed by their own guarantees and warranties also when properly installed. We would like you to review this warranty in full and please let your project manager know if you have any questions or concerns.

### **Responsibilities / Project Terms and Conditions:**

- Retainer deposits are non-refundable, (typically takes care of permit processes and design fees). If you need to cancel your project or need to reschedule your project for a later date please notify us 30 days prior. ● If we are requested by the client to build in a manner that we do not recommend or is not to current code standards, that scope of work will not be covered under workmanship guarantee.
- During construction, due to heavy foot traffic or small equipment, there may be minimal damage caused to your lawn. Turf repair is NOT included in the price and will be subject to a change order or additional costs if repair is requested. We do take precautions to ensure your property is protected. We are homeowners so we respect your property as our own.
- We do ask that before the project begins that you move all outdoor furniture or any other items in the construction zone, out of the area that our crew will be working in so that the items do not get damaged during construction. If there is any reason why you are not able to move an item please notify your project manager, foreman or office ahead of time and we can help make arrangements to ensure this is completed safely. We are not responsible for damages to any items such as furniture, grills, pots, if we help move away from the working area.
- All Decked Out is responsible for calling local utilities prior to digging and is required by law. All Decked Out will obtain utility markings prior to the start of the project. Typically 3-6 days prior to the start of the project someone from the utility locating service company will be stopping by unannounced. All Decked Out will not be responsible for privately installed utilities, buried downspouts, electric run out into yards, sprinkler systems not marked by the utility company. Homeowners are to have all privately installed lines or drainage marked prior to start. Costs for repairing or moving a line are not in the scope of the project.
- In the event a utility line such as cable, telephone, water line or gas is cut after they have been marked properly by the utility company, All Decked Out will notify the proper utility agency right away and schedule the repair as soon as possible. All Decked Out will accept no additional responsibility other than the repair cost. Additional charges may apply if repairs are needed or delays caused by severed cables/piping that has not been clearly identified prior to start.
- All Decked Out 513, LLC is not liable for damages caused by delivery trucks. They are not our employees and we can't control outside contractors. Outside contractors often consist of material delivery drivers, electricians, plumbers, dumpster deliveries and landscapers etc. If you would like us not to use the driveway we need to know in advance and additional charges could apply if it creates additional work getting materials to the back yard.
- All Decked Out works with a team of in-house employee installers and independent contractors. Our installers are highly recruited and we go after the best talent around. Moonlighting or asking our installers for additional work for a tip or cash on the side is strictly prohibited. Our installers are not for hire other than the work assigned to the project scope. If any of our installers offer any "side work" from our clients please notify us. We will keep it confidential. Often our installers get offered tips especially around the holidays from happy clients, while we do allow this, we as a company give our installers a bonus for positive online Google reviews, so an online review may be a great way to give a tip that doesn't cost the homeowner anything extra after investing in such a large project.
- If All Decked Out 513, LLC has a returned check from the client that will result in a \$60.00 fee charged to the homeowner and a cash or credit card payment may be requested if any future payments are to be made.
- The warranty DOES cover things such as improper installation per manufacturer that you may have resulting from our workmanship.

**Limitations:**

- Normal wear and tear on the patio or hardscape area or excessive traffic and abnormal weight not specifically stated prior to the start of the project such as a hot tub being placed on the patio without prior consultation with All Decked Out 513, LLC.
- Any work or alterations completed by the client after completion of project such as negligent maintenance or additions/alterations that have been made to the original design without proper consultation. Any alterations made by client or other outside contractors will result in cancellation of any guarantees or warranties.
- Fading and cracking of materials is normal and is not covered under our workmanship warranty
- Normal settling can happen and is not covered under our workmanship guarantee unless if we did not install a proper base. The earth moves and with clay soil minor settling can happen.
- Pavers or wall units placed on existing concrete surfaces (i.e. patios, walks or steps) as a result from client's request will not be repaired under this warranty. If All Decked Out 513, LLC and client decide to use a concrete base that is not applicable here and is covered under the warranty for two years.
- Exact color matches of stones are not guaranteed. If it's a manufacturing defect we would work with the supplier to help resolve any issues but additional labor is not included. If there is a workmanship issue where a replacement of stone is needed we can not guarantee color matching.
- LED Low voltage lighting (when purchased as an upgrade) is covered under manufacturer warranty. We do not warranty lights and we would charge a small labor fee to replace in the event a claim needs to be made. Damage to low voltage lines by animals, mowers, trimmers or other acts not in our control are also not included in warranty. Replacements can be purchased.
- We do not warranty the products itself but the products we use have their own manufacture warranties and we do our research and only offer the best products out on the market. In the event of a material defect after install, the homeowner is responsible for making a claim to manufacture. We can also assist with any claims as needed. If the products do not have a labor warranty associated then we may need to charge labor cost for product replacement. Prior to installation All Decked Out will handle but could cause delays in getting new materials on site.
- All project plans are nominal measurements. Field and on site adjustment may need to be made. Our installers are trained to build in manners that allow us to use best practices and use of material delivered/ordered.
- If projects have engineering/architect plans All Decked Out is not responsible for any failures due to design or building techniques as the engineer/architect would be responsible for the design.
- White substance on stones (efflorescence) is a result of a naturally occurring reaction and is not a defect therefore will not be covered.
- We use polymeric sand to lock the pavers. Polymeric sand's primary function is to help minimize sand loss, minimize water penetration and prevent weeds from growing between the pavers. Sand is considered maintenance and is not covered under workmanship warranty unless improperly installed. Our installers are trained to install per manufacturer's instructions. Sealing your patio a couple months after install will greatly help keep the polymer sand in good shape. As normal wear and tear the joint sand may wash or blow away. Disturbance of sand by insects or plant seeds getting in the joints which is normal and not covered under this warranty.
- Edge restraints in mulched planting beds can lift up during deep freezes; if requested we will reseal the affected edge restraints ONE time during the warranty period. We typically do a mortared edge to help prevent this.
  - Tree roots from existing trees or vegetation can damage the interlocking paver system. We do not offer a warranty to protect the paver system from damage caused by existing tree roots.
  - All Decked Out 513, LLC only guarantees the scope of work that is stated in the proposal. If you wish to have another company complete the repairs within the warranty period, we do not compensate you or others for the repair, and the warranty is void.
- Pavers or blocks used for fire pits under and around fire pit/fireplace and fire pit/fireplace kit are prone to cracking and not covered under this warranty. Metal inserts can help reduce this but are prone to rust as it is a metal material and is not covered under warranty.
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**Guidelines:**

- All Decked Out 513, LLC will cover all materials and labor required to correct any defect in workmanship that is covered under this warranty if the work was due to improper install. If wood has been stained and a warranty claim is to be requested, All Decked Out does not do any staining of the new materials.
- All Decked Out 513, LLC will replace any deck components that are proven to be defective due to workmanship only. We do not guarantee any materials but can assist in helping with contacting manufactures and providing proof of purchase if required. We have quite a bit of leverage with the manufactures and will help out anytime for our clients.

**Scheduling/Delayed Starts:**

- The nature of our business working in the great outdoors. With that said, it does have many challenges. All Decked Out reserves the right to postpone any work due to weather and other unforeseen circumstances. We do respect your schedules and will do our best to keep you in the loop with any delays. We don't want to rush our installers on their current projects to get to yours and we wouldn't want them rushing on yours. We do everything we can to not start projects until we can focus all of our attention on your project. With this in mind, with an outdoor project it does require much more patience and flexibility than an indoor remodeling project. We do NOT give discounts because we are delayed on a project.
- Delayed Completions: The nature of our business working outdoors can cause significant delays or stop completion from occurring for an extended period of time. Just as well as the unknown climate of the world and availability of materials can also affect project completions. This can be very challenging for scheduling. We do respect your schedules and will do our best to keep you in the loop with any delays. Since we place materials orders shortly prior to project starting, we may find after starting that we are unable to get materials in hand and if that is the case then we would notify you immediately to discuss the delay OR need to transition to another option. If you choose to await the delayed items then we reserve the right to adjust the payment schedule in a fair manner to "close out" as much work as we can complete while we await the delayed materials.
- All Decked Out 513, LLC is not liable for delays due to unforeseeable causes beyond the control of, and without the fault or negligence of the contractor, including acts of God, acts of the homeowner, fires, floods, tariffs, strikes, freight embargoes, manufacturing delays, severe weather, material unavailability, material theft or inability to obtain materials. These delays do not constitute abandonment and are not included in calculating time frames for payment or performance. Delays beyond our control may also delay a start date or completion date.
- Rock/Soil/Rot Clause: Our contracts do not include hidden or unknown contingencies such as but not limited to: concealed drainage pipes, rotting or decay on home ban board, footer depths more than 30 inches due to soil bearing, relocation of underground utilities. Should rock or other hard or similar material be encountered in the footing or any excavation, which requires the use of a breaker to remove the hard material, the extra cost will be billed as a change order and due as specified. Unfortunately we have no way to know ahead of time if we will hit dig challenges. Please set aside a contingency budget for this in the event this occurs. Extra labor costs are typically billed at the rate of \$75.00 per man per hour.
- In the event unexpected equipment rental is needed and is not outlined on the signed proposal, the customer is responsible for additional costs of equipment rental and operating time.

#### **Driveway Damage Waiver:**

Depending on your project scope, heavy trucks and equipment may be needed. If we have the option to use your grass for equipment access this is preferred. Turf repair is much less expensive than concrete. You can also request plywood be placed down to help protect the yard but plywood is nearly \$50 per sheet and we can add \$25.00 per sheet to the cost if requesting plywood because we can get 2 uses many times from the plywood on other projects. Plywood can not be used on hillsides for the safety of our crews. Some projects we have no choice but to use the driveway. We will always do our best to minimize any damage but everything does have some sort of risk. All Decked Out will not be responsible for any damage to areas caused by movement of equipment on these surfaces. We are not responsible for any concealed pipes where the weight of equipment may cause damage. We will discuss preferred access methods at the pre-construction meeting. Dumpsters and material deliveries need to be placed in driveways or right off of driveways near working areas.

This Warranty does not cover damage or defects resulting from or in any way attributable to (a) neglect, (b) misuse, (c) abuse, (d) repair or alteration made by anyone other than All Decked Out (e) settlement or structural movement and/or movement of materials to which installed products are attached, (f) damage from incorrect design of the structure, (h) acts of God including, but not limited to, hurricanes, tornadoes, floods, earthquakes, severe weather or natural phenomena, (including, but not limited to, unusual climate conditions), (i) lack of proper maintenance, (j) efflorescence, (k) the natural settling, shifting, or cracking of stone steps over time, or (l) any cause other than workmanship defects attributable to All Decked Out.

#### **Job Site Conditions:**

- On larger projects All Decked Out may provide an on-site portable restroom for the use of our field workers only for the duration of the project. Upon completion of the project we will call for the next available collection date. If the restroom is vandalized or damaged in any way the homeowner is required to notify All Decked Out and be able to provide testimony if necessary in the event we need to take legal action for damages.
- Safety is our top priority. Please keep children and pets away from the working area for safety reasons. We also ask that homeowners give our crews ample space to work or we will have to charge additional fees for delays that could cause. Our crews will stop working for your safety and theirs to answer and questions or concerns. We ask that clients stay at least 50 feet from the project location while crews are working. Customer agrees to hold All Decked Out harmless in the event of injury as a result of being within 50 feet of the project location. We know a large project can be very exciting to watch and it's your property but this is very important for the safety and efficiency of our crews.
- All Decked Out may utilize dumpsters on the driveway during the project. The dumpsters are for All Decked Out's use only. They are not to be used for trash or household items or they charge us additional and those costs would be passed on to the homeowner. They are for construction debris only. Upon completion of the project or when the dumpster is full All Decked Out will call in for the first available pick up. Customers can expect to wait several days for the dumpster company to pick up.

- On site Working hours: Our crews typically arrive around 7:30 am - 8:30 am and typically work on site until 3:30-4:30pm Some crews may stay later or work on Saturdays. We typically do not work Sundays as a day of rest and to spend time with our families. If we elect to work weekends we do not allow our installers on site before 8:30am unless approval from homeowners. If the crew calls off due to weather, illness, or have family issues where they need to take the day off, we do ask that they put a note in BuilderTrend to notify their clients.
- Our project managers will be stopping by sometimes with and sometimes without notice to check on the project status during the working hours. Typically several times during a project depending on scope. Our project managers may not be on site everyday. If they are not on site they may still be working behind the scenes making sure your project goes well. They do monitor BuilderTrend daily but feel free to reach out to them during working hours if you have questions or concerns. If an after hours meeting is truly needed, please schedule a time with them to do so. They are home with their families after working hours but if an emergency arises please contact them. Please remember that it's the final destination that matters even if the journey has a few challenges. That's why we hire them to take the stress away from you! Also, please remember that you live there and they do not, so if a concern arises they will make sure it's addressed as soon as possible.
- All Decked Out may elect to subcontract some of the services provided but All Decked Out ensures all subcontractors or companies involved carry the legal limits of insurance required by law. We recruit our contractor teams and only hire the best available.

**Change Order:**

Any additional work not related to the original scope of work will be subject to a change order and will be an additional cost assumed by the client. If it is not clearly outlined on the proposal or Invoice it is not included in the cost. Please review the proposal in detail and please ask questions prior to start. We will also set up a time for you to review the proposal with a project manager prior to start. We are human and things can be missed so that's why we have extra checks in place to make sure we are all on the same page. Again, please review documents prior to start! In the event something needs to be added or a change is requested prior to the project we can adjust Invoice payment terms prior to start. We do require change order acceptance prior to the additional work being performed.

- As with all construction projects we recommend setting aside 3-5% of project total for any contingencies that may arise. We do not want to just factor this into every job but would just like to be upfront about what can happen and what's not included in the project costs.
- **Change orders prior to the start of a project:** A 50% deposit will be due for accepted change orders and the remaining 50% will be due upon completion of the scope of that specific work or at completion of the project depending on the situation and will be noted inside the change order and/or revised payment schedule. We may also need to revise the payment schedule as needed based on the changes you are approving and this will be reviewed with you as part of the change order.
- **Change orders requested once the project has started:** All change orders must be approved via BuilderTrend app/website prior to the work performed when possible. All change orders are to be paid in full upon acceptance once a project has started unless otherwise noted.
- **Customer-initiated changes that require a change in the permit:** the homeowner will be charged for the drawings, time to run the permit and any county or city fees. Change orders may affect the projected completion date. Typically permit revisions are \$250.00 and will be billed as a change order plus any additional labor and materials required.
- All Decked Out is committed to not assessing additional charges without first explaining the need for the change order and keeping margins low on unexpected change orders due to unforeseen challenges. We don't like change orders either as they do affect our schedule but it is the nature of construction.
- Building departments and their requirements can vary from location to location so All Decked Out 513 LLC is not able to predict the exact requirements/needs for each project each time. In the event a building department/inspector requires items in addition to the proposed scope such as: concrete landing pad at bottom of steps, exterior lighting on deck area, electrical outlet on deck area, certain glass window type, vent extensions, lateral bracing, secondary handrails on steps, soil engineers, or extra deep footers, these items will be addressed with the homeowner immediately and would also subject to change orders/additional charges. Typically, when we submit building plans they will notify us at the time of processing the application and permit packet and we will notify you as we learn of the additional requirements but at other times we may receive request from them while in the build/inspection process and again we would notify the client immediately and present any additional costs with a change order form for approval.
- Sometimes the building department may request the following additional items:  
**Zoning Variances** - A variance is an exception to a zoning restriction that allows the use of the land outside the requirements of the zoning for that area. Variances can be given by a locality for residents who can show that the variance will not lessen property values or interfere with the use of the property by current residents. In some cases, you may have to go before the city council or municipal government and plead your case. Cost for the variance can range anywhere from \$500.00 and up depending upon your township or county over and beyond the fees we charge for standard permits. Items that may require a variance or additional inspections resulting in additional costs may be some of the following:
  - Sanitary sewer pipes
  - Storm sewer pipes
  - Water pipes

- Private Sewer system or Septic systems
- Utility lines underground or guide wires above ground
- The area in which you want your deck located has a steep slope
- If your structure may be an eyesore or blocking a view of a neighbor.
- If you have a small backyard where setbacks for your property lines come into question

We can always offer to assist in getting approval but we do charge a minimal fee for our time. If the items above are not listed on your proposal or invoice then it is not factored into cost.

- Geo-Technical Services - There is sometimes a need to hire a geo-technical engineer to inspect the soil during excavation to ensure the integrity of the soil. The need for this service may be requested by the building department during permitting prior or it may get brought up during the footer inspection. We have no way of knowing this ahead of time in every case. In this event this is deemed necessary, these fees can range depending on whom is needed for hiring and also what services are needed. The additional costs typically start at \$800.00 and go up from there. If your deck is on a hillside or in a landslide susceptible area then this most likely will be needed so please notify our office at the start of project scheduling if you are aware.
- Survey - If your proposed project site requires a variance for permission to build, or there is any reason to believe you are impeding on a property line with the project, or many other reasons, then a survey will be recommended/necessary. We have local surveyors we can suggest and will gladly assist with this process, but this is not included in our pricing and is the responsibility of the homeowner.

#### **Photos for marketing usage:**

During the project we will take pictures and document the entire building process. We reserve the right to use any of the images of our work for our own portfolio. This includes social media postings and/or website posting. Please let us know prior to the start of the project if you believe you have any issue with this process. We do factor this in when pricing out projects. We do not pay for much advertising, so we rely on word of mouth and social media marketing. All Decked Out owns the copyright of the work we produce. Photos shown only advertise the workmanship, project illustration scope of work. Your privacy is very important to us so we are careful to not photograph any location details nor would we release any location information to any projects. After construction we may request to stage your deck for professional photos and we would reach out to you directly to request this after construction. Of course we would bring you a small gift as a token of appreciation as well! We also love when you send us photos we can share!

#### **Payments/Order Quantities:**

Customers must be available upon completion of the work and final payment is due at this time. We will post daily updates keeping you in the loop and keeping you excited. If the customer can not be available when the project is done, then final payment must be made online via our secure online system called Quickbooks the day of completion or per project breakdown schedule, or must leave in a predetermined location for our project manager to pick up.

In the event, the majority of the work is completed and punch list items need to be addressed or we are delayed on available material to put the finishing touches on the project the customer may retain only up to 10% of the final payment amount. We do not allow clients that are not home upon completion to hold back 10% payment until they return home. If there are any punch list items you see when you return, we will be back out within a week or so to address right away. It's covered under our workmanship guarantee.

All Decked Out operates on a Turnkey method. Meaning we will provide all materials and labor and we are responsible for any shortages, overages of materials within the scope or details outlined in the proposal. We try to order materials as close to the project start as possible but materials may be delivered up to 2-4 days prior to start. We do not offer labor only pricing for work. All proposals will have a payment schedule breakdown outlined in the proposal/Invoice to follow throughout the project. Any additional work requested, which is not outlined in the proposal, will not be performed unless added as a change order per client's request and signed to approve prior to the additional work occurring. Any change order forms will be presented to the client by the project manager or project foreman during construction. If there are additional materials leftover after the project is completed, they are the property of All Decked Out and we will call the lumber yard for pick up. Ordered material quantity is typically higher than estimated quantity. Excess material can be purchased from us at retail cost but we would need to put it in as a change order. We do not leave you extra boards and we get a credit for extra items not used. Typically, when the job is completed the project foreman will contact our lumber yard to set up for a return pick up. Please do not move these items or alter in any way while they await pickup. We take photos and send the supplier a list of what is to be returned for credit. This may take up to 3-5 days. If it takes longer than this, please contact our office at 513-886-7772. Every once and a while it does take them longer so just let us know.

By signing this today, you are accepting and agreeing to the terms and conditions listed above. Thank you and we are so excited to build for you!

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Client Name

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Date Signed