INSTALLATION AGREEMENT
www.WinterGreenGrass.com
(817) 386-7261

1. **Scope of Work**. WinterGreen Synthetic Grass (WGSG) a Texas Company will furnish all of the equipment, materials, and labor necessary to complete the project described in the attached quote. All labor will be performed in accordance with the specifications on the quote and with all applicable building codes, and it will be completed in a timely manner. WGSG agrees to remove all debris caused by the work.
2. **Project Schedule**. A typical installation requires approximately three (3) to ten (10) working days. Installation may be delayed due to unforeseeable circumstances which may include, but is not limited to, delays in shipment, abnormal or adverse weather conditions, or any other causes beyond the control of WGSG.
3. **Payment**. The Owner agrees to pay WGSG in the amounts and at the times indicated on the quote. The agreed-upon price includes all labor, equipment and materials unless otherwise stated. If the Owner fails to make a payment when due, WGSG may, at its sole discretion, suspend work on the Project without breach, pending payment or resolution of the dispute. If final payment is not received within 90 days after the completion of the Project, a lien will be filed upon the property where the work was performed. A fee of $50 will be charged for returned checks.
4. **Change Orders.** Any changes to the Scope of Work requested by the Owner will be performed by WGSG only when both parties have signed a written order that indicates such changes and the change in the contract price, if any.
5. **Appearance.** Synthetic grass samples will most likely not be exactly the same as the synthetic grass you receive. The backing may look different due to the moisture and ambient temperature the day of coating, additionally, the manufacture run lots may vary from lot to lot. Some seams are impossible to hide depending on the type of synthetic grass and seam configuration.
6. **Unforeseen Obstacles.** WGSG is not responsible for anything that is not visible before work begins, such as, but not limited to the following: A) Irrigation heads/ lines, cable wire, electrical wire, phone lines, etc. B) Underlying soils. Under no circumstances will WGSG be liable for damage caused by expansive soils which may cause the ground to move or settlement of the underlying soils. In home construction and retaining wall construction it is not uncommon for the ground to be unstable. This is not the responsibility of WGSG and will not be held liable for any settling or sinkholes after construction. C) Subterranean obstacles. In the event hard rock or roots are discovered during digging or excavating, WGSG will charge the Owner an additional charge to cover the labor costs for the extra time it takes to overcome those obstacles. Specifically, if it requires more than one (1) hour to clear the obstruction, WGSG will charge the Owner an additional $65 per hour after the first one (1) hour to clear the obstruction. If professional outside services are required (such as electrician, plumber, etc.) the cost for those professional services will be paid by the Owner as well as the cost for any necessary rental equipment. D) Other: If the sprinkler system is to be left active, WGSG is not responsible for damage during installation, but will make all reasonable effort to avoid damage. In the event that damage occurs, WGSG will make repairs available at an additional cost. If the sprinkler system is to be deactivated, WGSG will bury the system. In the event WGSG relocated a sprinkler head, Owner is responsible to realign and adjust the sprinkler head.
7. **Trees.** WGSG is not responsible for any damage to trees that may occur as the result of synthetic grass installation. If there is a concern from the owner for the livelihood of certain trees, then the synthetic grass coverage should be adjusted for that area of the yard.
8. **Owner Responsibilities.**
    a. Owner will not unreasonably disturb utility location flags or work in progress.
    b. Owner to make available a temporary location for product delivery. Owner will be responsible for clearing item(s) to and from the project area for installation access. Including item(s) that are in the vicinity of the project area to avoid damage BEFORE installation begins.
    c. Owner to furnish, without charge to WGSG, all necessary water and power during installation period.
9. **Warranty.** WGSG hereby warrants against defects in workmanship for a period of one (1) year from date of installation. Manufacturer's warranty is fifteen (15) years (see certificate). WGSG shall be given the first opportunity to make any repairs, replacements, and or corrections to the defective installation at no cost to the owner within a reasonable time period. Warranty does not apply to general wear and tear. Warranty is void if work has been modified, altered, defaced, and/or had repairs made or attempted by others. WGSG makes no guarantees against ground swelling or heaving from many conditions outside of the control of WGSG. WGSG is not responsible for damage to turf caused by window, building glares, or any situation in which the turf is melted.
10. **Disputes.** Any controversy or claim arising between parties, or the breach thereof, shall be settled by final and binding arbitration in accordance with the Streamlined Arbitration Rules of the National Arbitration Association, and judgment upon the award rendered by a Texas arbitrator may be entered in any Texas Court having jurisdiction thereof. The parties warrant and guarantee that they have the authority to act for and bind each other during the terms of all agreements between the parties.
11. **Termination.** Owner may cancel this transaction at any time prior to commencement of installation. Cancellation must be done in writing. Should Owner decide to terminate this agreement less than seven (7) days prior to date of installation, deposit will not be returned to owner.

Owner (Print) _____Owner (Signature)_____Date _____

WGSG Rep (Print) _____WGSG Rep (Signature)_____Date_____

Installation Address:_____