



OUR PROMISE / Residential Landscape Installation Warranty

Benj Art Inc. Landscape Architect & Contractors are committed to complete customer satisfaction. As part of this promise we carry an industry leading warranty. We have an impeccable track record with our previous clients and can provide references upon request.

Below are the details of our guarantee.

- 1.** All plant material supplied and installed by Benj Art Inc. carries a one-year (1) one-time replacement warranty, provided watering schedule is documented and adhered to by the client/owner following project completion (unless agreed otherwise). While every effort is made to locate a similar plant to the original, specific numbers, sizes and species are subject to substitution without notice if stock becomes unavailable. In such a case Benj Art Inc. will choose a suitable substitution.

The success of new landscapes depends greatly on conditions beyond our control. Living plants all have differing needs in order to establish, stay healthy and continue to thrive. We urge you to follow the watering recommendations provided and seek our advice, should your plant be struggling.

Benj Art Inc. are in no way responsible for Insect, Animal or Rodent Damage, Acts of Nature, Transplanting, or Chemical and Fertilizer misuse.

- 2.** All hardscape elements (including paverstone areas, natural or manufactured stone steps, walls and surfaces) supplied and installed by Benj Art Inc. are covered by a three-year (3) warranty on material and workmanship. This warranty shall remain valid only if correct maintenance procedures have been followed by the client/owner.

This warranty does not cover any damages from natural material changes such as staining, discoloring, efflorescence, cracking, chipping, or changes in shape that may occur on wood, natural stone, precast concrete products and paverstone (unless covered by manufacturers own warranty). Benj Art Inc. are not responsible for any damages resulting from the improper application of de-icing or other products applied to natural stone or concrete.

Benj Art Inc. are Authorized Contractors for UNILOCK®, and as such any installation of UNILOCK® products carries a lifetime transferable guarantee on the structural integrity of the product.

For more details on UNILOCK's guarantee see <http://www.unilock.com/about/guarantee>.

3. Benj Art Inc. Landscape Architects & Contractors are full members of the Ontario Association of Landscape Architects, Landscape Ontario Horticultural Trades Association, and the Owen Sound & District Chamber of Commerce.

We carry Comprehensive Liability Insurance, Standard Automobile Insurance (covering all licensed vehicles), as well as current Worker's Compensation Insurance (through WSIB) for all employees.

4. Benj Art Inc. strive to avoid all unnecessary delays through the construction process. However upon acceptance of the contract the client/owner acknowledges that Benj Art Inc. cannot be held liable for delays resulting from circumstances beyond our control including but not limited to: adverse weather, availability of materials, or delays resulting from failure on the part of sub-contractors of the client/owner (i.e. not contracted directly by Benj Art Inc.) for work required to complete the landscape installation.

5. Benj Art Inc. shall not be responsible for any unforeseen costs that may occur during construction. Examples of unforeseen issues include excavation of hidden rocks, tree stumps, foundations, wells, septic systems that were not made aware to us prior to construction. Benj Art Inc. are responsible for arranging locates for all buried public utilities prior to construction commencement. We are not responsible for the location of private utilities, or any claim to damages to such underground items to which we have not been made explicitly aware of prior to excavation. Any such unforeseen items shall be brought to the attention of the client/homeowner immediately and considered extras, for which an additional quote will be given.

6. Benj Art Inc. will be entitled to compensation for services performed and material purchased up to point of notification if client/owner chooses to terminate contract or abandon project at any state of completion over the duration of contracted work.



Benj Albrecht
Owner and Principal Landscape Architect

Benj Art Inc. Landscape Architects & Contractors