



Landscape 1-Year Limited Warranty

1. About This Warranty

Subject to the terms of this Landscape 1-Year Limited Warranty, Midwest Landscapes warrants that, trees, shrubs and other plantings installed by us on the property (the ~~%Plants+~~) will remain alive for one-year from installation for commercial properties or the original closing date of the conveyance of the home to the initial buyer for homes (the ~~%Warranty Coverage Period+~~).

2. Performance Standard and Your Maintenance

Although we warrant the Plants as provided above, we do not warrant any particular appearance or performance of any Plants. You must maintain the Plants, and the failure to perform routine maintenance may limit your warranty coverage. Maintenance includes, but is not limited to:

- Regularly water, as appropriate for each type of Plant
- Regularly inspect Plants to prevent or treat insect, mold, or fungus infestations
- Regularly fertilize, prune, or weed, as appropriate

3. Exclusions and Limitations

This Landscape Limited Warranty does not cover:

1. Any trees, shrubs, plants or other vegetation existing on the lot prior to construction of the home.
2. Any trees, shrubs, plants or other vegetation on property that is not owned exclusively (100%) by you (e.g., property owned by a homeowners association or owned in common with owners of other homes in the same community in which your home is located).
3. Any damage or loss to Plants resulting from any cause other than an inherent problem with the Plant or improper installation by us, including, but not limited to:
 - Lack or failure of proper maintenance
 - Contact with chemicals, animals, or anyone other than Midwest Landscapes
 - Excess watering or lack of water, including, but not limited to, lack of water as the result of mandatory watering restrictions
 - Relocation of a Plant by anyone other than Midwest Landscapes
 - Adverse weather conditions including, freezing, flooding, high winds, or drought
 - Theft
 - Insects, mold, fungus or any other environmental condition initially occurring after planting

This Landscape Limited Warranty is not transferable, except as otherwise provided by law.

4. Notice to Us and Replacement

If you have a problem with a Plant that we install, please contact our Service Department, at 612-470-9363, or visit our website at www.midwestlandscapes.com to fill out a service request form.

If a Plant has died and is covered by this Landscape Limited Warranty and not excluded as provided herein, we will replace the Plant at our expense. However, we are only responsible to replace the Plant once. Replacement Plants are not warranted. We will attempt to replace the Plant with another of similar type and size, but it may not be possible to match the color, shape, maturity, or size of the original Plant.

Further, Plants may appear dead, but may only be dormant as a result of seasonal conditions. Weather or seasonal conditions may justify waiting to replace a Plant. Accordingly, we may wait up to six months to determine the condition of a Plant or install a replacement Plant.

5. Additional Terms

Any claim asserted under this Landscape Limited Warranty must be made within the Warranty Coverage Period. We will not reimburse you if you replace a Plant.



Irrigation 1-Year Limited Warranty

Midwest Landscapes, Inc. (we, us, our) guarantees that the irrigation system installed by us will provide uniform distribution and even coverage of moisture for one year from the completion date of installation. We provide a one-year limited warranty from the completion date of installation on valves, heads, and controllers against defects in materials and workmanship. Pump systems are not included in this limited warranty. Midwest Landscapes must perform winterization for this limited warranty to be valid. Our warranty is fully transferable to subsequent owners. Adjustments beyond the initial setup to the heads, controller or other settings are not covered by this warranty. Raising and lowering of heads to proper height, adjusting arc and radius, filling trenches that have settled, packing the earth firmly around the heads and couplers will be completed at the time of installation and any adjustments thereafter is not covered by this warranty.

Pump systems are warranted by their manufacturers. Midwest Landscapes, Inc. shall not be liable to the owner or any other person or entity for any liability, loss or damage caused by, or alleged to be caused by, directly or indirectly, by the pump system. Additionally, we shall not be responsible for incidental, consequential, collateral or indirect damages of any kind arising out of the pump system.

THIS LIMITED WARRANTY IS OUR EXCLUSIVE WARRANTY AND NO OTHER WARRANTIES SHALL APPLY, WHETHER EXPRESS OR IMPLIED. WE EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY OF MERCHANTABILITY.

The sprinkler system installed by us will perform correctly and free from defects in materials and workmanship under normal use and care for a period of one year from date of installation. In the event that a defect in workmanship, parts or materials is reported to us by the owner within this one year limited warranty period, we will correct the defect in workmanship, or we will repair or replace the defective part(s) at no cost to the owner. All defective parts, upon replacement, become property of Midwest Landscapes, Inc.

This limited warranty covers all irrigation system parts from the point of water connection, all moving and non-moving parts, all related electrical wiring, labor from, and defects in materials or workmanship, provided Midwest Landscapes, Inc. maintains the system exclusively. Maintenance, service, or inspection of the irrigation system by any contractor, company or person(s) other than Midwest Landscapes, Inc. automatically renders our guarantee and this limited warranty null and void.

This warranty does not cover defects or failure of the irrigation system caused by or resulting from accidents, negligence of the owner, abuse of the system, vandalism, freeze, acts of God, service to the sprinkler system by anyone other than representatives of Midwest Landscapes, Inc. or damage caused by skid steer loaders (bobcats), tree spades, sod cutters, ditch witches, utility companies and any other traffic not considered normal for the day to day enjoyment and maintenance of the property. Additionally, this warranty does not cover, and we are not responsible for, unforeseen circumstances beyond our control including but not limited to, excessive water pressure, water hammer, tree roots, rock ledge/boulders in the ground, builders fill and/or debris buried on site.

Direct all inquiries about the irrigation system that we installed to our Service Department, at 612-470-9363, or visit our website at www.midwestlandscapes.com to fill out a service request form.