

Client Agreement

1. ProGreen Denver agrees to perform all work in a professional manner according to standard practices on the installation of artificial turf. If any plans or specifications are part of this job, they are to be attached as drawings to, and are part of this contract. This includes but is not limited to pulling all required permits, contacting local agencies in regards to the Project, communications with HOA, seeking help from industry specialist when needed, etc.
2. This agreement is set forth based on all approved/signed Project drawings, Project descriptions, materials, and prices. Any and all changes/updates to the approved/signed documents must be approved by an authorized ProGreen Denver Executive and the Client. All price changes and timeline changes will be approved before the Project commences. No modification of this Agreement will be effective unless it is in writing and signed by both parties. This Agreement binds and benefits both parties and any successors. Time is of the essence of this Agreement. This document, including any attachments, is the entire Agreement between the parties. This Agreement is governed by the laws of the State of Colorado.
3. The Contractor may utilize the services of Subcontractors as deemed necessary by the Contractor. All Subcontractor services will be managed by the Contractor. The Contractor is responsible for all financial responsibility and liability due to the Subcontractor. All work performed by the Subcontractor is included under the Contractor's warranty.

TERMS AND CONDITIONS

4. Force Majeure -Such events that can be triggered and are covered under force majeure are rain, snow, inclement weather that would prohibit the proper installation of the turf in accordance to acceptable standards of proper installation. Natural disasters, war, vandalism, and other acts of God may void the Contractor's warranty should such events inhibit the installation in accordance to generally accepted standards. These events may also disrupt the installation schedule and will, therefore, affect the agreed upon installation completion date. In such cases the parties, PROGREEN DENVER will be released from it's committed completion date without any penalty or liability.
5. The Client agrees to pay the Contractor based on the following payment schedule per agreement of both Parties. Any additions and or changes that arise during the course of the job after the work has commenced will be added to final payment and adjusted accordingly. Such changes will need to be approved and initialed by both parties and will be reflected in the complete price of the job.
7. Operational Liability Waiver – The homeowners/contractors are exempt from liability for injuries that may occur in the course of performing this project unless such conditions exist that are deemed foreseeable and harmful to the workers that were not disclosed by the customer. The customer is to ensure that the conditions of the home are secure, and there are no inherently dangerous conditions within the home that the workers would not normally be aware of.

8. Subcontractor Liability Waiver – The homeowners/contractors are exempt from any liability that is created between PROGREEN DENVER and any subcontractor that PROGREEN DENVER uses on your project.
9. Material Vendors Liability Waiver – The homeowners/contractor are exempt from any liability that is created between PROGREEN DENVER, and any vendor that PROGREEN DENVER uses to purchase materials for your project.
10. Warranty –All synthetic turf carries a 1-year workmanship warranty on installation and a specified manufacturer’s warranty. To find out more about your manufacturer’s warranty, see additional information.
11. PROGREEN DENVER is not responsible for material delays from our manufacturers.
12. All refunds and credits will be issued within 15 business days from the date of the request.
13. Any agreed changes will be discussed and added to final invoice to be delivered prior to the completion of the job.
14. Final Payments due for more than 7 days will incur 2.0% total balance late fee per each week.
15. PROGREEN DENVER will provide an estimate of the cost of material inclusive of labor costs. PROGREEN DENVER (The estimate will be written, and will not be delivered verbally). ProGreen Denver will use the customer’s verbal description and all other information that MUST BE provided in writing to ProGreen Denver. This information will be used to approximate as closely as possible the described work to be completed, as well as to provide the customer with a diagram of the work area and work to be performed. This information will be used to determine color, materials, and other miscellaneous items to be used. ProGreen Denver will from time to time, and on a case by case basis provide an estimate of the work to be completed. On those occasions where and when an estimate is not provided on-site, ProGreen Denver will provide the estimate within 48hours and hereby assert that such estimates can change either in cost or materials to be used based on availability. Any changes in design, the location of, or how the customers want something installed that is different from what has been provided in the estimation may result in additional charges which the customer will have to approve before any additional work not agreed to previously is to begin.

Any changes to any of the above will have to be directed directly to the estimator/s, and must be made in writing to ProGreen Denver. Upon receipt of such request, ProGreen Denver will provide all revisions in writing to the customer. If the customer does not communicate any desired changes to the submitted estimate provided, the work will be completed as estimated. Any changes to the estimates provided to all or any work will be at the expense of the customer. PROGREEN DENVER field staff CANNOT provide any pricing and any pricing to be given to the customer will be given directly by the estimator, and PROGREEN DENVER customer service. No pricing

provided by field staff will be honored. All additional pricing will be given in writing and signed by the customer service manager.

16. For all fire pits, retaining walls and stamped concrete, our process is intended to look like natural rock, therefore these items will not appear to be perfectly level. For artificial grass projects, PROGREEN DENVER will do their best to eliminate all seam lines based on their certified installation techniques. Seams will go away over time but upon installation, if noticeable, some initial causes can be due to weather, brushing, quality of chosen grass, temperature and desired infill amounts. PROGREEN DENVER reserves the right to deny service to any customer, whether or not an estimate has been given.
17. PROGREEN DENVER requires that while all work is being performed, no customer or agents of the customer are allowed within 100 feet of any ongoing job, crew member, or equipment being used for safety concerns and liability to the company. However, prior to the start of any work the customer will be required to walk the work site with the supervisor to confirm the work to be completed.

PAYMENT

18. Once the customer accepts the estimate, the contract for the work to be completed will be provided as a separate document to the customer. The customer is to sign the contract and return it to PROGREEN DENVER either by email or directly to the estimator. Upon the acceptance of the contract, the customer will be required to make an immediate payment of 50% of total cost to the estimated work. The balance of the total cost, to include if there are any changes to the initial contracted amount will have to be paid upon completion of all of the work to be completed. If the customer does not make a complete payment upon the completion of all work, the customer will incur a 2% charge per month on the full outstanding amount. By signing the contract the customer agrees to pay all fees for the collection of any outstanding amount. All credit or debit cards on file will automatically be used to pay for any outstanding balances that the customer refuses to pay. Any concerns that a customer may have with any project financing that they may have participated in has to be taken up with the financing company.

The customer by signing this agreement is agreeing to pay all outstanding balances upon the completion of the work. Upon completion of all work, the customer will walk the job with the supervisor reviewing all work. Upon satisfactory completion of all work, the customer will be required to pay the full balance.

SERVICE

19. ProGreen Denver reserves the right to reject service to any property deemed unsafe. When such instances arise, PROGREEN DENVER will inform the customer to make the work area safe. Upon the completion of all work, the customer has five days to inform PROGREEN DENVER of any issues that may appear with the completed work. If there are any issues resulting from the job to which the customer is not satisfied and as a result gives rise to any legal issues, the customer hereby agrees to settle any and all matters through arbitration. When there is arbitration the customer hereby agrees that all arbitration is binding and final. The venue and jurisdiction for all such arbitration shall be the State of Colorado, in a county jurisdiction chosen by ProGreen Denver.

ELECTRICITY

20. Homeowner/ contractor must provide ProGreen Denver clear access to a safe source of electricity that is closest to the work area. These outlets (Electrical) should not be tethered to high (AMP) devices such as refrigerators. ProGreen Denver will not be held responsible for any faulty, inadequate or overloaded electrical sources. ProGreen Denver is not responsible for any addition to the customer existing electrical connections at the place of service. The customer may be required to provide an electrical connection from inside the house.

WARRANTY

21. Artificial Grass & Other Works After Care: Customer must abide by ProGreen Denver specification on maintenance of Artificial Grass. ProGreen Denver is not responsible for affected areas of artificial grass as a result of customer's non-compliance.

If you have any questions please contact us at 303-578-3737 or email denver-co@progreen.com.