

**Coconut Contracting, LLC**  
Custom Landscapes and Masonry

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**AGREEMENT**

**Client**

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**Description of Job**

Coconut Contracting, LLC agrees to install landscaping and/or masonry for the Client as indicated on the attached, signed plan and itemized bid proposal (see Attachment A and B).

**Commencement of the Project**

Coconut Contracting, LLC (CC) and the Client agree that construction of the job will start **on or about** \_\_\_\_\_.

**Homeowners Associations & Permits**

The Client is responsible for all issues pertaining to their Homeowner's Association (HOA). This includes submittals and fees. If a project is completed without approval from the HOA, the responsibility for complying with community CC&R's is solely with the Client. If permits are necessary, the Client will reimburse CC for any and all permit fees.

**Warranties**

The job is warranted under the following conditions\*:

- **Living Items:** All living items supplied and planted by CC, excluding bedding plants and ocotillos, are warranted for a total of ninety (90) days from the date of installation. Client would still be required to pay for the labor to replace any plants under warranty. Note: Living items are only warranted when the irrigation system is supplied and installed by CC.
  - **Irrigation System:** The irrigation system installed by CC is warranted to be free from defects in material and workmanship for one (1) year from the date of installation. Defective parts or workmanship will be replaced or repaired at CC's discretion.
  - **Hardscape Items:** All hardscape items (including extended patios, beehive fireplaces, BBQ's, etc.) are warranted from defects in material and workmanship for two (2) years from the date of installation. Defective materials or workmanship will be replaced or repaired at CC's discretion.
- \* CC is relieved of these warranty obligations if CC determines that the Client has not properly used, handled or maintained the products.  
\* CC is not responsible for any weather related damage (ie, wind, frost, excessive heat, etc.)

**Modifications & Cancellations**

No oral modifications of this Agreement by CC or the Client will be recognized as binding by either party. All modifications must be documented in writing (text or email), in order to be binding on this Agreement. If, during construction, CC encounters anything that adds time or materials to or delays the project that was unforeseen initially, CC can write an addendum for the additional expenses to get approved by the client.

**Photographs**

CC reserves the right to use pictures, video, drone images of any work that CC completed on this project for marketing purposes. This includes, but is not limited to, social medial accounts, company website, award competitions, etc.

**Job Cost and Payment**

The total cost of the job (including all taxes) is \_\_\_\_\_. The Client agrees to pay one-third (1/3) of this total cost upon signing of this Agreement, in the amount of \_\_\_\_\_. The next 1/3 payment is due at commencement of the project. The final 1/3 payment is due upon completion of the project. The Client understands & agrees that full payment is due upon substantial completion of the work.

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**This Agreement is not binding on Coconut Contracting, LLC until it is signed by an Officer of the company.**

**Client** \_\_\_\_\_

Date \_\_\_\_\_

**Coconut Contracting, LLC** \_\_\_\_\_

Date \_\_\_\_\_