



Parker Homescape, LLC d/b/a Parker Landscape Design (“Parker Landscape Design”)
150 Allen Road, Suite 108 • Basking Ridge, NJ 07920 • P (908) 626-1100 •
Visit our design portfolio at www.parkerlandscapedesign.com
HIC reg. # 13VH03396000

Design Services Agreement

Prospective Client: _____

Address: _____

Thank you for your interest in Parker Homescape, LLC. It is customary for our firm to obtain a design fee for the 2-D & 3-D color rendered design plan and short video which we will be preparing for you. This will enable us to begin the process of gathering on-site data and then following through with your scaled plan. We will also check your lot coverage/impervious coverage (when applicable) to ensure compliance with town ordinances. Please note, this process can be very time consuming. We offer the following rate schedule based upon your property size and geographic location:

New Jersey:

\$ _____ for front foundation & front yard or rear foundation and rear yard areas measuring ¼-1 acre in size.

\$ _____ for entire property, ¼-1 acre in size.

* Pricing for out-of-state properties are determined on a case-by-case basis. All in state and out-of-state projects require the deposit to be paid in full, up front.

The design fee shall encompass one or more of the following areas relative to the scope and scale of the project - front and/or rear landscape plan to include walkways, driveway, patios, pool and pool areas, landscape features, water features, low voltage garden lighting, and other requested items. The design fee does not include acquisitions of any township, municipal, state, association or historical board approvals, permits and/or variances that the project may require, fees for Parker Homescape, LLC to assist with any required permit information and/or designs required for permits, any required engineering plans or letters, any required grading and/or topography plans, and/or fees that the township, municipality, state, association or historical boards may assess. If attendance at planning or historical board meetings is required, a fee of \$125 per hour will be charged. The hourly fee charged by Parker Homescape, LLC includes travel time and preparation time. Time will be billed in ¼ hour increments. No permit fees assessed by third-parties are included in this contract, as well as fees that Parker Homescape, LLC charges to obtain permits. In addition, no surveying and/or staking is included in this contract.

Design will commence only after customer has provided an accurate property survey, and completed the customer questionnaire provided by Parker Homescape, LLC. In entering into this Design Agreement, Customer acknowledges and certifies that they are the lawful owner of the property identified above. Parker Homescape, LLC's designs are based on the customer-provided property survey. Parker Homescape, LLC is not responsible for any errors in its designs that result from an inaccuracy and/or omission from the provided survey. Parker Homescape, LLC can refer an engineer should property survey need amendment. Parker Homescape, LLC in no way guarantees the accuracy, performance, or satisfaction of Customer with the

referred engineer. Parker Homescape, LLC is also not liable for any property survey, engineering plan, topography plan or any other documents, provided to Parker Homescape, LLC (whether from homeowner or engineer or other party) should design and/or construction be based on that property survey, engineering plan, topography plan, or any other documents.

In generating a scaled drawing for your property, we will address the seven to ten (7-10) year growth characteristics of the proposed plantings, varying bloom times of all flowering plants, utilizing plant material which will provide you with four seasons of interest, site conditions inclusive of sun or shade, wet or dry site conditions, attracting friendly animals, if desired (butterflies and birds) and deterring undesirable animals which may eat and/or damage foliage (notably, deer and rabbits). Our designs are for conceptual layout only. Customer's signed construction contract supersedes this agreement. Customer acknowledges and understands that plantings and hardscape shown in design may appear closer than actual plant and hardscape spacing when installed. Design may not reflect accurate sizes, spacing, color, shape, pattern and/or texture of any plant or hardscape material.

At no additional charge, you will be entitled to a total of (3) three hours of revision time on the 2-D/3-D designs and short video after the initial design presentation is furnished, provided that the revisions do not require work exceeding the Scope of Work as defined in the initial meeting. Revisions exceeding the (3) three complementary hours of allotted time can be provided at an additional fee of \$125.00/hour. These additional revisions are billed at a minimum of (3) three hour time blocks and are to be paid prior to starting new revisions and subsequent presentations. The hourly fee charged by Parker Homescape, LLC includes travel time and preparation time. Additional copies of any design produced by Parker Homescape, LLC can be provided for \$25.00 per copy.

Parker Homescape, LLC will utilize its best efforts to complete the design **and/or any subsequent revisions to design** by _____, unless one of the following occurs and causes delays in the design process : (a) fire; (b) weather or other acts of God; (c) strike or labor dispute; (d) supplies or materials are not available; (e) Customer makes changes to the scope of work expected of Parker Homescape, LLC; (f) prior contractor's work make it impossible for Parker Homescape, LLC to commence design; (g) lack of immediacy of relevant information necessary to start design process, including, but not limited to, lot/impervious coverage, setbacks or any township, municipal, regulatory or association rules, guidelines, or regulations; (h) access to Customer's property is compromised; (i) Customer fails to provide documentation necessary prior to commencement of design process; or (j) any other circumstance outside of Parker Homescape, LLC's control. If the design is delayed for any reason, then Parker Homescape, LLC may take additional time to complete the job. There will be no penalty to Parker Homescape, LLC because of this delay.

Design rebate:

25% of the design fee is refundable to customer if Parker Homescape, LLC is contracted to implement **100% of the 1st proposal furnished to customer** that corresponds with the design.

- Signed proposal must be valued at \$_____ or greater;
- If you choose to implement your design in stages, (over a period of time) you will continue to be eligible to receive your 25% design fee refund, so long as you implement 100% of 1st proposal furnished.

In the event that a subsequent contractor and/or Customer performs construction and in so doing relies on Parker Homescape, LLC's design and causes damage to Customer, Customer hereby acknowledges and understands that Parker Homescape, LLC is not responsible for such damage and expressly releases Parker Homescape, LLC from liability for such damage. In addition, in no event shall Parker Homescape, LLC's liability to Customer or any third-party exceed the amount paid to Parker Homescape, LLC under the terms of this Design Agreement.

This Design Agreement may be withdrawn and otherwise rescinded by Parker Homescape, LLC if not accepted by Customer within seven (7) days of its submission to Customer.

Any late payment will incur interest at one and one-half percent (1.5 %) per month (18% ANNUAL PERCENTAGE RATE) from the invoice date until paid. Payments will be applied first to interest, then to invoice amounts in the order that they became due. In the event that Customer fails to perform any obligation

under this Contract or is otherwise in default of this Contract, then, regardless of whether or not any work has commenced hereunder, Parker Homescape, LLC may commence any legal or equitable action to which Parker Homescape, LLC is entitled, including, without limitation, an action for specific performance or damages, which may include lost profits and the cost of any materials or labor associated with the project. In an action for damages, the deposit monies paid by Customer to Parker Homescape, LLC hereunder shall be applied against such damages. Parker Homescape, LLC shall also have the right to terminate this Contract and retain the full amount of the deposit monies as liquidated damages, and thereafter the parties shall have no further obligations hereunder, except as otherwise expressly provided in this Contract. The parties acknowledge that such liquidated damages are reasonable and do not constitute a penalty and are being agreed upon due to the difficulty of calculating the actual amount of damages that Parker Homescape, LLC might sustain in the event of a default by Customer and a termination of this Contract.

Subject to applicable law, each of the Parties covenants and agrees that neither they nor any of their respective agents, subsidiaries, affiliates, successors, assigns, officers, key employees or directors, shall in any way publicly criticize, disparage, call into disrepute, or otherwise defame or slander the other Parties or such other Parties' subsidiaries, affiliates, successors, assigns, officers (including any current officer of a Party or a Parties' subsidiaries who no longer serves in such capacity following the execution of this Agreement), directors (including any current director of a Party or a Parties' subsidiaries who no longer serves in such capacity following the execution of this Agreement), employees, stockholders, agents, attorneys or representatives, or any of their businesses, products or services, in any manner that would reasonably be expected to damage the business or reputation of such other Parties, their businesses, products or services or their subsidiaries, affiliates, successors, assigns, officers (or former officers), directors (or former directors), employees, stockholders, agents, attorneys or representatives. This Section shall not limit the ability of any director of Parker Homescape, LLC to act in accordance with his or her fiduciary duties or otherwise in accordance with applicable law. Notwithstanding the foregoing, nothing in this section shall be deemed to prevent any Party from complying with a request for information from any governmental authority with jurisdiction over the Party from whom information is sought, provided that, solely in the case of any disclosure that is proposed or required to appear in any required disclosure relating thereto, such Party must provide written notice, to the extent legally permissible and practicable under the circumstances, to the other Party prior to making any such public disclosure and reasonably consider any comments of such other Party.

AGREEMENT TO ARBITRATE ANY CLAIMS. READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY, IT LIMITS YOUR RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION. The parties to this Agreement agree to arbitrate any claim, dispute or controversy, including all statutory and any state or federal claims, that may arise out of or relating to Contractor's services identified in this Agreement. By agreeing to arbitration, the parties understand and agree that they are waiving their right to maintain other available resolution processes, such as a court action or administrative proceeding, to settle their disputed. Customer hereby understands and agrees that by executing this Agreement, s/he may not bring a court action and waives any and all rights to a jury trial as it relates to any dispute regarding this Agreement or Contractor's services hereunder. Arbitration is an alternative forum to resolve claims than a traditional court action. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place in New Jersey at a mutually convenient place agreed upon by the parties or as selected by the arbitrator.

NOTICE TO CONSUMER:

You may cancel this contract at any time before midnight of the third business day after receiving a copy of this contract. If you wish to cancel this contract, you must either (1) send a signed and dated written notice of cancellation by registered or certified mail, return receipt requested; or (2) personally deliver a signed & dated written notice of cancellation to:

**Parker Homescape, LLC
150 Allen Rd, Ste 108 Basking Ridge, NJ 07920
(908)626-1100**

* If you cancel this contract within the three-day period, you are entitled to a full refund of your money. Refunds must be made within 30 days of the contractor's receipt of the cancellation notice.

FOR INFORMATION ABOUT CONTRACTORS AND THE CONTRACTORS' REGISTRATION ACT, CONTACT THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CONSUMER AFFAIRS AT 1-888-656-6225

Design fee: \$ _____

Prospective client understands that the design fee of \$ _____ is non-refundable three days after

(Date and Initial)

*By executing this design service agreement, you acknowledge that you have read and accept this agreement and all terms and conditions set forth herein

Customer Name

Customer Signature

Date

Parker Homescape, LLC. (Rep)

Date