



OUTDOOR KITCHENS · HOT TUBS · FIREPLACES · FIRE PITS

## 5 YEAR HARDCAPING WARRANTY & SPECIAL PROVISIONS

**Fun Outdoor Living, Inc.** installs all hardscapes to meet industry standards. Fun Outdoor Living warranties only the craftsmanship of these types of structures.\* The manufacturers of the concrete pavers units and segmental retaining wall units provide their own separate guarantees of their products (SRW units, Caps, Paver units, Bullnose coping, Edger units, etc). The responsibility for obtaining these warranties from the manufacturers is solely that of the homeowner.

**Fun Outdoor Living** provides a **five (5) year warranty** of all construction and craftsmanship of Segmental Retaining Walls and Paver Slabs provided that the stone base is installed to Fun Outdoor Living's standards.

### SPECIAL PROVISIONS:

**One year full coverage no trip charges. After one year, \$129.00 charge to come out and repair something under warranty. Five year parts and labor warranty and labor prorated after third year to 50% coverage in year four and five.**

**Fun Outdoor Living, Inc.** asserts that these special provisions are adhered to before, during, and after the construction of the hardscaping project. If these conditions are not met, the warranty is subject to nullification. Exception, any construction backfilled for less than one (1) year.

- 1. Permits** for hardscape installation: If a permit is required by the local municipality, **it is the responsibility of the customer to obtain all necessary documents and to supply the payments for said permits.** Fun Outdoor Living is not liable for any costs associated with permits or their acquisition. Fun Outdoor Living will supply the customer with any layouts (dimensions) and/ or a detail sheet necessary to obtain the permit.
- 2. Paver Material:** Natural materials are used in the manufacturing of paving stones. Variations and shadings can be expected in the color of the paving stones. Therefore, Fun Outdoor Living does not guarantee the consistency or permanence of the color of the material. Fun Outdoor Living is not responsible for the presence of excessive efflorescence, rust spots, or the deterioration of the product surface or structure.
- 3. Mark-outs:** Fun Outdoor Living will call for utility mark-outs which will be performed by the assigned "ONE CALL" utility locate service in the appropriate amount of time prior to construction. Fun Outdoor Living is not responsible for any damage to utility lines due inaccurate mark-outs.
- 4. Underground Obstructions:** Fun Outdoor Living is not responsible for the cost of excavating, removing, or disposing any unforeseen obstructions encountered during excavation. Possible obstructions encountered during the excavation include, but are not limited to, sprinkler heads, valve boxes, electrical wiring, septic tanks, stumps, wooden ties, trash, concrete, etc. Fun Outdoor Living is not liable for the removal of underground obstructions such as large roots from trees, railroad ties, trash, concrete & etc., not visible to the naked eye. Fun Outdoor Living is not liable for any utility damage due to these conditions or the cost of repair.
- 5. Force Majeure:** Environmental conditions may prevent the ability of Fun Outdoor Living to install stable stone bases. Additional cost may be involved if adverse conditions are to be mitigated (freezing temperatures, poor sub-grade, excessive precipitation, etc.) and this cost is the responsibility of the homeowner.

6. **Existing Structures:** Fun Outdoor Living is not responsible for cracks, chips or movement in a poured concrete or masonry block foundation, pool decks, pool walls and pool copings due to the removal of existing concrete or brick steps when using jack hammers, skid steers, vibratory plate compactors, pick axes, shovels, or other tools for excavation and installation necessary to install specified work. Fun Outdoor Living is not responsible for cracks in dwelling foundations before, during or after a patio is installed due to weak foundation or hydrostatic pressure. Fun Outdoor Living is not responsible for repair of siding / stucco butting up to hardscape or rotted door sills.

7. **Claims or Disputes:** All claims / disputes relating to this Contract shall be subject to arbitration at the option of the owner, or the contractor if necessary, in accordance with the Arbitration Rules of the American Arbitration for the construction industry in effect at the time of the arbitration. Written notice of demand for arbitration shall be filed with the other party to the contract and with the American Arbitration Association within a reasonable time after the dispute has arisen.

8. **Improvements:** Fun Outdoor Living, Inc. reserves the right to make minor construction improvements / changes as needed to efficiently complete the job. The cost of these improvements will be the responsibility of the homeowner. No alterations to the agreed upon contract or design will be adjusted without prior notification. **This Hardscaping Warranty is not transferable and is valid for only the authorized party.**

9. **Drainage:** Fun Outdoor Living is not responsible for unforeseen drainage problems which result in discolored pavers (leeching, mineral deposits, staining, etc.) Fun Outdoor Living is not responsible for settling of hardscaping structures installed due to unforeseen drainage problems. Example: (rising water tables or clay sub-base & etc.)

10. **Paver Slope:** The average minimal slope of the paver surface is one vertical inch for every ten linear feet. All slopes will force surface water away from the dwelling foundation. Perimeter walls exceeding the height of the pavers will have drainage holes drilled into the block face to facilitate evacuation of surface water.

11. **Repair work:** Fun Outdoor Living is not responsible for color or texture difference between new hardscape material to old hardscape material. Fun Outdoor Living cannot guarantee that a particular product will not be discontinued or is responsible for matching existing hardscape products.

12. **Lighting:** Fun Outdoor Living guarantees for one (1) year the installation of lighting products. This warranty includes the fixtures and the wiring installation. **It does not include the bulbs or the transformer.** Warranties for the transformer are available from the manufacturer.

13. **Documentation:** Please retain a signed copy for your records. Fun Outdoor Living will not honor a request for warranty service without a signed and dated copy of this document.

**I, the undersigned, agree in full the terms, conditions, and provisions stipulated in this warranty as provided by Fun Outdoor Living, Inc. I recognize my rights and responsibilities and acknowledge the limitations and liabilities outlined by Fun Outdoor Living in the above conditions.**

\_\_\_\_\_ Date \_\_\_\_\_  
Homeowner

\_\_\_\_\_ Date \_\_\_\_\_  
Homeowner

*Andrey Fleishman - Sales Mgr.* Date \_\_\_\_\_  
Fun Outdoor Living Representative