



## GREEN EDGE STUDIO TERMS AND CONDITIONS – LANDSCAPE DESIGN

### SECTION 1 – DEFINED TERMS

1. **Defined Terms.** In these Terms and Conditions, unless there is something in the subject matter or context inconsistent therewith, the following terms and expression will have the following meanings:
  - a. **Agreement** means an agreement for Work to be supplied by Green Edge to the Client.
  - b. **Client** means an individual or entity who has entered into the attached Agreement with Green Edge.
  - c. **Green Edge** means the sole proprietorship operating under the registered business name Green Edge Studio and includes its operators and employees where consistent with the context herein.
  - d. **Terms and Conditions** means the within terms and conditions.
  - e. **Quote** means a fee for service estimate provided by Green Edge to the Client.
  - f. **Work** means, but is not limited to, meetings, correspondence, conceptual and design work, photographs and artwork, photographic services, revisions, site visits, travel, research, and consultations as outlined in the attached Agreement and these Terms and Conditions.

### SECTION 2 - SCOPE

2. **Scope of Work.** The Client agrees that the obligations of Green Edge to the Client are limited to those obligations outlined in the attached Agreement and these Terms and Conditions. In accordance with the Agreement and these Terms and Conditions, the Client agrees to pay for all Work undertaken by Green Edge.
3. **Changes to Work.** Should the Client wish to change the scope of the Work after executing an Agreement, the Client may make a request in writing to Green Edge. It shall be at the sole discretion of Green Edge to accept or decline the change in the scope of the Work requested by the Client. Should Green Edge accept a change in the scope of the Work as requested by the Client, the Client agrees to execute a new Agreement which shall provide the additional term and payment requirements.
4. **Unforeseen or Unexpected Work.** Quotes and Agreements are based on information provided to Green Edge at the time of initial consultation with the Client. All Quotes and Agreements are subject to change if new information is made available that in any way contradicts the information that was provided to Green Edge at the time of the initial consultation. Should it be required, at the sole discretion of Green Edge, that the Client enter into a new Agreement with Green Edge, the Client undertakes and covenants to execute such new Agreement.
5. **Cancellation of Work.** Clients may at any time suspend or cancel Work by providing notice in writing to Green Edge (“**Notice of Cancellation**”). All fees incurred by the Client for Work up and until Notice of Cancellation is received by Green Edge shall become due and owing immediately. In cases where Clients wish to have Green Edge resume Work, Green Edge reserves the right to require a new Agreement be entered into and executed by the Client.



6. **Third-Party Services.** Green Edge may introduce the Client to third-party consultants and contractors at its sole discretion. It is the Client's sole responsibility to arrange separate contracts with third-parties should they wish to utilize the services of any third-party. All third-party services or work fall explicitly outside the scope of the Work provided by Green Edge. Third-parties who perform any work or service for the Client do not act on behalf of Green Edge and Green Edge shall not be held responsible or liable for loss resulting from any service provided or undertaken by a third-party or any other aspect of the third-party's service, work, progress or conduct.

### SECTION 3 – GREEN EDGE OBLIGATIONS

7. **Green Edge agrees as follows:**
  - a. To abide by the attached Agreement and these Terms and Conditions.
  - b. To perform all their obligations of the attached Agreement and these Terms and Conditions in a commercially reasonable manner and in a commercially reasonable amount of time.

### SECTION 4 – CLIENT OBLIGATIONS

8. **The Client agrees as follows:**
  - a. To abide by the attached Agreement and these Terms and Conditions. The Client acknowledges and agrees that if they should fail to abide by the attached Agreement and these Terms and Conditions it may result in the suspension or termination of any agreement with Green Edge as determined at the sole discretion of Green Edge.
  - b. To provide Green Edge with up to date and accurate information at all times from the initial consultation with Green Edge to completion of the Work.
  - c. To provide Green Edge with the necessary information, permissions, and materials required to carry out the Work.
  - d. That the installation of the design provided by Green Edge in the course of the Work remains the Client's sole responsibility. Should the Client choose not to install the design, in full or in part, for any reason, fees for Work performed by Green Edge Studio remain payable by the Client to Green Edge.

### SECTION 5 – FEES AND PAYMENT

9. **Quotes.** All Quotes given by Green Edge are valid for thirty (30) days from the date that they are given to the Client after which time Quotes are subject to cancellation, withdrawal, or modification as determined at the sole discretion of Green Edge. Quotes are only valid for the specific scope of Work for which they reference. If the scope of the Work changes, any Quotes already given are immediately subject to change at the sole discretion of Green Edge.
10. **Deposit.** Before the commencement of any Work by Green Edge, the Client shall provide a non-refundable deposit to Green Edge in the amount of twenty-five (25%) percent of the total amount of the fees agreed to in the Agreement (the "**Deposit**"). Green Edge is under no obligation to begin Work until they have received the Deposit.
11. **Fees.** Clients agree to pay all fees for Work in the manner agreed upon in the attached Agreement and these Terms and Conditions, including billable hours (at the stated hourly



rate) and any other additional costs and disbursements incurred by Green Edge on behalf of the Client as required to complete the Work.

12. **Payment.** Clients will be invoiced on a quarterly basis and/or upon completion of the Work. Payments are due thirty (30) days from the date of the invoice. Clients may make payment by cheque, bank e-transfer or credit card. Cheques are to be made out to Shannon Dyck, with "Green Edge Studio" included in the memo line. Bank e-transfers must be emailed to "shannon@greenedgestudio.ca" with the invoice number included in the comments section. All credit card payments must be made in person.
13. **Late Payments.** Clients agree and undertake to pay interest upon any outstanding balance owing to Green Edge at a rate of 1.5% per month calculated monthly (19.56% per year), calculated from the date of the invoice.

## SECTION 6 – LIABILITY

14. **Limitation of Liability.** Unless Green Edge is judged by a court of competent jurisdiction to have acted negligently or beyond the scope of the attached Agreement and these Terms and Conditions, Green Edge shall not be held liable for any direct, indirect or consequential damages of any nature during or after Work is performed. Clients waive any and all rights they may have to hold Green Edge, its successors or heirs, liable for any such damages.

For items being shipped, each shipment date is approximate, and Green Edge shall not be held responsible for any damages, delays, or losses of any kind resulting from the delivery of the items.

In the event of any fault arising from the Work undertaken by Green Edge, Green Edge shall have the right to remedy such fault in a commercially reasonable manner. If Green Edge is not advised of any faults by the Client within thirty (30) days of payment for the Work, the Client acknowledges and agrees that the Client shall be deemed to have accepted the Work as is.

15. **Liability Insurance.** Shannon Dyck, operator of Green Edge, shall maintain at her own expense professional liability insurance in an amount deemed appropriate by Shannon Dyck in her sole and absolute discretion. Evidence of this insurance shall be provided to the Client upon written request made to Green Edge.

## SECTION 7 – INTELLECTUAL PROPERTY

16. **Green Edge Knowledge.** Shannon Dyck, operator of Green Edge, retains all rights to the techniques, ideas, trade secrets, know-how, designs, photography, art-work, and creative works included in deliverables or that Green Edge may develop or supply in connection with the Agreement and/or these Terms and Conditions (the "**Green Edge Knowledge**"). Green Edge may use the Green Edge Knowledge for any purpose.
17. **Photographs of Work.** The Client hereby authorizes Green Edge to take photographs of the Client's property before, during, and after installation. All photographs taken of the Client's property are considered to be Green Edge Knowledge.

## SECTION 8 – LANDSCAPE DESIGN SERVICES

18. **Not Landscape Architect.** Shannon Dyck, operator of Green Edge, holds a professional diploma in landscape design and a permaculture design certificate. The Client understands and acknowledges that Shannon Dyck, and any other operator or employee of Green Edge, is

not a certified landscape architect or a certified landscape designer. Green Edge landscape designs are meant solely to provide a vision or concept for an outdoor area. The Client accepts and agrees that changes to the landscape design provided by Green Edge may be required by a professionally certified landscape architect, engineer, or other landscape professional in order to complete the vision or concept, the full additional cost of which shall be the responsibility of the Client alone.

19. **Professional Services.** Where detailed work requiring a certified professional is required, including, but not limited to, irrigation systems, lighting, retaining walls, foundations, buildings, fences, decks, significant changes to drainage, and other structural and electrical elements, Green Edge recommends that the Client seek professional advice before implementing the design or design element, the costs of which shall be borne by the Client. Green Edge shall not be held responsible or liable for any costs, damages or consequences resulting from the Client's failure to consult with a professional prior to installing the design or design elements.
20. **Design Work.** All design work, including drawings, drafting, renderings, photographs, images, and other creative works, regardless of medium, remain the exclusive property of Shannon Dyck, without limitation.
21. **No Refunds.** Clients specifically understand and agree that no refunds are available for Landscape Design Services.

## SECTION 9 – GENERAL PROVISIONS

22. **Interpretation.** Wherever the singular is used herein or within the attached Agreement, the same shall be construed as meaning the plural or an incorporated company where the context so requires.
23. **Headings.** The headings in these Terms and Conditions are for convenience of reference only and do not form part of these Terms and Conditions or otherwise affect the meaning or interpretation of these Terms and Conditions.
24. **Enurement.** The attached Agreement and these Terms and Conditions shall enure to the benefit of and be binding upon the parties hereto together with their respective heirs, executors, administrators, successors and assigns.
25. **Counterparts.** The attached Agreement and these Terms and Conditions may be executed by electronic means of transmission in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.
26. **Currency.** All dollar amounts referred to in the Agreement, Quotes, Invoices, and these Terms and Conditions shall be in Canadian funds.
27. **Assignment.** The rights of the Client hereunder shall not be assignable without the written consent of Green Edge. The rights of Green Edge hereunder shall not be assignable without the written consent of the Client.
28. **Amendments.** No modification or amendment to the attached Agreement or these Terms and Conditions may be made unless agreed to by the all parties hereto in writing.
29. **Laws.** The attached Agreement and these Terms and Conditions shall be governed and interpreted in accordance with the laws applicable in the Province of Saskatchewan and each of the Client and Green Edge irrevocably attorns to the jurisdiction of the Courts of Saskatchewan.