



Service Policies

These policies do not include products and transactions associated with our nursery.

Rock Crest Gardens, LLC (herein referred to as RCG) is a 3rd generation landscaping company with a fully stocked nursery full of unique trees and plants. We pride ourselves on performing high end services and giving our customers a good, honest experience. All policies listed below are a standard that we have to withhold in order to keep performing our high end services to our respected clientele. Thank you for supporting our local, family owned business!

1. Invoices, Pricing & Services

- 1.1. All invoices are due upon receipt.
- 1.2. Lawn mowing customers are required to have a credit card on file that can be auto-charged when invoiced for services on a weekly basis. Receipts will be emailed upon request.
- 1.3. Landscape construction and planting services will require a deposit before service begins.
 - 1.3.1. Upon completion of the project, an invoice will be sent and final payment is due upon receipt.
- 1.4. All residential and commercial winter services (plowing, salting and shoveling) customers are required to have a credit card on file that can be auto-charged when invoiced on a per storm or as services are performed basis. Receipts will be emailed upon request.
 - 1.4.1. The only exception to this is for commercial accounts that are on a monthly payment plan per a contract.
- 1.5. We will email you all estimates, quotes, invoices and receipts.
- 1.6. All communications can be requested to be mailed.
- 1.7. Prices are subject to change at any time.
- 1.8. Rock Crest Gardens, LLC will engage in specific service contracts upon request and at the discretion of Rock Crest Gardens, LLC.
- 1.9. Rock Crest Gardens, LLC reserves the right to not perform any type of services for any client with an outstanding account balance.

- 1.10. Scheduling of services is a balancing act that is at the mercy of Mother Nature.
 - 1.10.1. Although we try our best to accommodate our client's scheduling needs, we do not guarantee any specific service dates and/or times.
 - 1.10.2. We would love to be able to give everyone a timeframe but often services may be able to be completed sooner and unfortunately, sometimes at the later end of a timeframe. Therefore we do not guarantee services to be completed within any given timeframe. From time to time (and upon request) we may give our best educated guess on a timeframe but please note that this is not guaranteed.
 - 1.10.3. For special date requests, please give us as much notice as possible. Special requests can not be guaranteed on a specific day but we will try our best (again, we are at the mercy of Mother Nature).
 - 1.10.4. Work is completed in the order it is requested and when it organically fits into our schedule (depending on weather, service type, availability of materials and equipment, etc).

2. Payments

- 2.1. You can find an online payment link on all emailed invoices where you can submit payment online.
- 2.2. We accept payment via check and cash. Checks can be mailed to Rock Crest Gardens, PO Box 1023, Newfields, NH, 03856.
- 2.3. Returned payments will result in a fee of \$50.00.
- 2.4. *All invoices are due upon receipt.*
 - 2.4.1. *If any invoiced amount is not received by the due date, or such charge is rejected by your credit card issuer, then without limiting our remedies, (a) after 15 days from invoice date a \$50.00 late fee will be applied to the account (b) after 30 days of invoice date, the current account balance will accrue late interest of 10% monthly until debt is paid. In addition to any unpaid fees, Rock Crest Gardens, LLC has the right to terminate any services and submit unpaid invoices to a chosen collections agency or small claims court.*
 - 2.4.1.1. *In the event that RCG chooses to hire any type of legal support in order to collect on an overdue account, the client will be solely responsible for all costs associated with the collection process including but not limited to, RCG time billed at \$100.00/hour, legal support fees, court fees and all other costs associated.*
- 2.5. Clients can put a card on file which is securely kept on their account through our software. When a client puts a card on file with Rock Crest Gardens, LLC they are acknowledging Service Policies documents and all policies as stated in this document and agree to abide by them.

2.5.1. Clients can give RCG permission to automatically charge their card on file once services are performed. *This is required for mowing and winter services clients.*

2.5.1.1. Permission may be written or verbal.

3. Estimates & Quotes

- 3.1. We are happy to come out to your property and provide you with an estimate (and/or quote). There is a \$90.00 minimum for this service that is due upon booking your visit appointment. This includes us traveling to your property, talking over details with you and a sketch of design for services to be performed.
- 3.2. Multiple visits, lengthy discussions, and larger/more detailed sketches will result in additional costs at the rate of \$90.00/hour.
- 3.3. Please note that our estimates are strictly a brief guideline of the cost of services to be provided. Although we try our best to come in as close as possible to an estimate, there are a number of factors as to why an invoice total might be more than the estimated total. Please note that estimates are not contracts.

4. Communications

- 4.1. In the event that you wish to request a change to your service we require that you do so immediately or 24 hours in advance (if your service is scheduled for a specific date) and by phone call (603-235-2757). We try our best to accommodate all of our client's requests but we do try to work off of pre-planned schedules and routes. If there is a request for service change within the 24 hours of your scheduled service, the change will be subject to a 1 hr minimum labor fee.
- 4.2. For returning customers, we recommend that you contact us by February to schedule spring/fall cleanups and mowing services for the upcoming season to ensure that you have first priority on our schedule. You can contact us by email or phone call.
- 4.3. We hope that we always exceed our client's expectations but if for some reason we seem to fall short, please contact us ASAP so we can resolve any issues.

5. Winter Services

- 5.1. Please note that while we aim to provide high end winter season services, we are at the discretion of mother nature. We are open 24/7 for winter season services and encourage you to call us at (603-235-2757) if you are in need of plowing, salting or shoveling if we have not been over to your property yet.
- 5.2. Rock Crest Gardens, LLC is not liable for any turf damage caused by our services.

- 5.3. Clients are responsible for either putting up driveway markers themselves or hiring us to do so (minimum charge of \$100.00).
- 5.4. Any property damages including but not limited to sprinkler heads, turf damage, or else that is deemed eligible by RCG that may occur while we are performing winter services will be addressed in the Spring but please note that all costs associated with repairs are the client's responsibility. Please contact us upon damage being noticed.
 - 5.4.1. If an RCG employee hits a mailbox, light post, or else deemed eligible by RCG while performing Winter Services, we will fix and return to original, pre-incident condition only. This means that if you had a \$50.00 mailbox that we accidentally hit, we will replace it with a \$50.00 mailbox (not the latest and greatest \$200.00 mailbox).
- 5.5. *All plowing clients must have an active credit card on file that will be automatically charged at the time of each winter service.*
 - 5.5.1. By putting a card on file with Rock Crest Gardens, LLC you are giving us permission to charge your credit card.
 - 5.5.2. It is the client's responsibility to keep an active credit card on file during the plowing season.

Thank you for being a client of Rock Crest Gardens, LLC



The RCG Planting Package

Includes:

Delivery of plant(s) (to local clients only - 15mi radius from RCG. Additional fee for over 15mi).

- Planting, install irrigation with a hose connection (this does not include hooking into a pre-existing irrigation system), top with mulch and stake/edge as needed.
- **This package includes a warranty through the first Winter until the first day of Spring.**
- Outside of the planting, any additional landscaping services are charged at the current man hour plus material and any equipment rentals. Additional landscaping services can be performed at the discretion of Rock Crest Gardens, LLC.

Warranty

Rock Crest Gardens, LLC covers each plant sold within our Nursery with this warranty only when hired to perform The RCG Planting Package.

The Warranty is valid through the growing season and first winter. If you purchase a plant in July 2021, then our warranty covers that plant from the date of purchase through the next growing season (until the plant wakes up). If you purchase a plant on October 15th, 2021, then our warranty covers that plant from October 15th, 2021 through the plant awaking in the Spring. The definition of the plant being awake is at the discretion of Rock Crest Gardens, LLC.

Rock Crest Gardens, LLC will give you a credit for the cost of the plant (the plant cost only, not the planting package or any other hired services) that can be used to purchase another nursery product or to use towards hired services ***if the original plant proves to have the inability to be transplanted and grown (at the discretion of Rock Crest Gardens, LLC)***. This covers all plants bought at the RCG Nursery and planted by hired service (The RCG Planting Package) through Rock Crest Gardens, LLC. Credits are non-refundable and non-transferable and must be used for nursery products for sale through Rock Crest Gardens, LLC or for hired services performed by Rock Crest Gardens, LLC.



Our Warranty Does Not Cover:

- Damage caused by insects, funguses, root rot and other animals or diseases
 - Damage caused by nature (hail storms, heavy winds, etc.)
 - Damage caused by improper growing (including watering)
- Labor to plant replacement tree (if remaining funds from credit is exceeded)

If you have concerns about your plant and would like to consult with RCG, please email us a photo of your plant with a description of your concern(s). At that point, we will evaluate the situation, and advise accordingly. RCG will perform one on-site health check where we will come out to your property, do a hands-on plant assessment and advise accordingly (local clients only - travel fee will apply for clients over 15mi). If additional plant health checks are requested they will be charged at our hourly rate (with a one hour minimum). Please note that our Service Policies are additional to our Nursery Warranty and are also in effect.

Restocking Fee

In the event that you choose to omit a tree from your planting service AFTER the tree has been delivered to your property, there will be a restocking fee of 50% of the retail price. Since trees are large pieces of live material it not only takes man hours and materials to move the trees but also can cause some stress on the trees when moved multiple times. This DOES NOT apply to perennials and shrubs.

(603) 235 - 2757 - office@rockcrestgardens.com - www.rockcrestgardens.com

Nursery Location: 119 Piscassic Road, Newfield, NH 03856