

Service Agreement & Terms

Sunstone Garden LLC

Effective March 2026

Sunstone Garden LLC provides horticultural services rooted in thoughtful design and stewardship of outdoor spaces. These terms outline how services are scheduled, performed, and managed so expectations are clear for both Sunstone Garden LLC and the client.

By booking services, approving a quote, or requesting work from Sunstone Garden LLC, the client acknowledges and agrees to the following Terms & Conditions.

1. Services

Sunstone Garden LLC offers horticultural services including but not limited to:

- garden consultation and planning
- routine garden maintenance
- planting and garden installations
- seasonal container planting
- native plant and habitat gardens
- garden refreshes and seasonal transitions
- cemetery and memorial garden care

Services are customized to each property and project.

2. Garden Clarity Consultation

The Garden Clarity Consultation is a paid on-site visit intended for garden planning guidance and evaluation of residential garden spaces.

This consultation includes:

- an on-site garden walkthrough
- discussion of garden goals and priorities
- plant and garden improvement suggestions
- seasonal care considerations
- professional horticultural guidance based on site conditions

Following the consultation, the client will receive a **written Garden Clarity Report** summarizing recommendations and next steps.

The consultation **does not include conceptual landscape design plans**. Conceptual design work may be requested separately and will be invoiced as an additional service.

The consultation does **not obligate the client to hire Sunstone Garden LLC for additional services.**

After receiving the report, the client may choose to:

- implement the recommendations independently
- hire Sunstone Garden LLC for services
- use the report for future planning

The consultation fee compensates Sunstone Garden LLC for professional time, expertise, and preparation of the written report and is **non-refundable.**

3. Gravesite Care & One-Time Services

Certain services, including gravesite care or small one-time garden tasks, may not require a Garden Clarity Consultation.

For these services, Sunstone Garden LLC performs a **brief site walkthrough** to determine scope of work.

A **price quote will then be sent by email** outlining the proposed services.

Work is scheduled only after the quote has been approved and any required deposit has been received.

4. Quotes & Project Approval

Quotes are provided following either:

- a Garden Clarity Consultation
- a site walkthrough for gravesite or one-time services

Quotes are sent via **email** and represent the official pricing for the work described.

Quotes may include:

- labor
- plant material
- soil or amendments
- containers or specialty materials
- delivery or sourcing
- conceptual design services (when requested)

Quotes are valid for **14 days** due to seasonal availability and pricing changes.

A project is considered approved when the client confirms acceptance of the quote through email or other written communication.

A 50% deposit is required following approval of the quote.

Additional work outside the approved quote may require a revised quote or additional charges.

5. Booking & Scheduling

All services require approval of the price quote and payment of a 50% deposit **before** scheduling.

Once the approved quote and deposit have been received, Sunstone Garden LLC schedules the service on the **next available date** based on seasonal workload and project timing.

Due to the seasonal and weather-dependent nature of horticultural work, **exact service dates cannot always be guaranteed.**

Scheduling may be influenced by factors including:

- weather conditions
- plant availability
- project complexity
- seasonal workload

Sunstone Garden LLC will communicate scheduling adjustments whenever possible.

6. Rescheduling & Cancellations

Clients are asked to provide **24 hours notice** when rescheduling or cancelling services whenever possible.

Consultation fees are **non-refundable.**

Deposits are **non-refundable** as they secure time on the Sunstone Garden LLC schedule and may be used to purchase materials.

If materials have already been purchased for a project, the cost of those materials remains the responsibility of the client.

If a service needs to be rescheduled, Sunstone Garden LLC will make reasonable efforts to move the service to the **next available date.**

7. Weather & Project Delays

Garden work depends on weather conditions, site access, seasonal timing, and material availability.

Sunstone Garden LLC may delay or adjust services when conditions are unsuitable for safe or successful work, including:

- heavy rain
- extreme heat
- storms
- unsafe ground conditions
- restricted property or cemetery access
- plant or material availability delays
- circumstances outside the control of Sunstone Garden LLC

When delays occur, services will be rescheduled on the **next available date**.

8. Payments & Invoices

The remaining balance for services is due **upon completion of work**, unless otherwise stated.

Invoices are due **within 7 days** of the invoice date.

Sunstone Garden LLC reserves the right to delay or decline future services until outstanding balances have been resolved.

9. Site Access & Client Responsibilities

Clients agree to provide safe and reasonable access to the property during scheduled service visits.

Clients are responsible for:

- providing access to **water and electricity** at no cost to Sunstone Garden LLC
- ensuring appropriate **parking access** for work vehicles and equipment
- informing Sunstone Garden LLC of parking restrictions or permits required
- securing **pets** during scheduled services
- removing **pet waste** from garden areas prior to service
- clearing access to **garden beds, planting areas, and work zones**
- contacting **Call Before You Dig** utility location services before excavation
- identifying irrigation lines or hidden hazards
- ensuring an **adult (18 or older) is present when required for property access**

Any parking tickets, fees, or fines resulting from lack of proper arrangements are the responsibility of the client.

Sunstone Garden LLC is not responsible for structural damage or accidental damage resulting from normal gardening activities or the use of equipment in approved work areas.

Sunstone Garden LLC reserves the right to retrieve materials or installed goods from the property until payment has been received in full.

10. Material Availability & Variations

Sunstone Garden LLC uses reputable suppliers for plants, mulch, soil, compost, and other garden materials.

If a specific plant or material is unavailable, a suitable substitute may be selected based on availability and site conditions.

Natural materials may vary in color, size, or appearance and may not exactly match photographs or samples.

Once materials are delivered to the property, they become the responsibility of the client. Sunstone Garden LLC is not responsible for loss, theft, or damage after delivery.

Natural materials such as wood, stone, and terracotta may react to weather conditions, and concrete products may develop natural surface variations such as efflorescence.

11. Plant Survival & Garden Care

Plants are living materials and their survival depends on environmental factors outside the control of Sunstone Garden LLC.

Factors affecting plant health include:

- weather conditions
- soil conditions
- wildlife damage
- pests and disease
- watering practices
- site conditions

Sunstone Garden LLC selects plants suitable for the observed conditions and may provide general care guidance.

However, **plant survival cannot be guaranteed.**

Ongoing watering and care are the responsibility of the property owner unless maintenance services have been arranged.

12. Subcontracted Services

Sunstone Garden LLC may work with trusted contractors or specialists when necessary to complete certain services. Subcontracted work will be coordinated by Sunstone Garden LLC.

13. Safety & Work Conditions

Sunstone Garden LLC reserves the right to refuse or discontinue services if site conditions, client behavior, or unforeseen circumstances make work unsafe or unreasonable.

If services are discontinued for these reasons, deposits paid will be retained to cover costs incurred.

14. Cemetery Services

Sunstone Garden LLC provides planting, maintenance, seasonal cleanup, container arrangements, and monument cleaning for cemetery plots.

Services follow the rules and regulations of each cemetery. Removal of decorations by cemetery personnel is outside the control of Sunstone Garden LLC.

Sunstone Garden LLC is not responsible for damage or loss caused by wildlife, weather, cemetery maintenance staff, or visitors after services are completed.

Monument Cleaning

Cleaning follows standards recommended by:

- National Center for Preservation Technology and Training (NCPTT)
- Association for Gravestone Studies (AGS)
- Cemetery Conservators for United Standards (CCUS)

Sunstone Garden LLC uses only gentle cleaning methods including soft brushes, water, and biological cleaners such as **D/2 Biological Solution**.

Cleaning improves appearance but cannot guarantee removal of all staining or biological growth.

15. Photography

Sunstone Garden LLC may photograph completed work for portfolio and marketing purposes.

Client names, addresses, and identifying details will never be disclosed.

When publishing images from cemetery services, **Sunstone Garden LLC respectfully blurs names on headstones and markers to protect the privacy and dignity of loved ones.**

Clients who prefer that photos of their project not be used must notify Sunstone Garden LLC **in writing prior to the start of services.**

16. Claims, Disputes & Non-Payment Process

All claims or disputes must be submitted **in writing within seven (7) days of the service date**.

Formal complaints must be mailed to:

Sunstone Garden LLC
151 Renee Drive
Struthers, Ohio 44471

The complaint must include photographs of the area or service being disputed. Claims submitted after seven days may not be considered.

Client dissatisfaction based solely on subjective aesthetic preference does not release the client from the obligation to pay the agreed balance unless the work is incomplete or in material breach of this agreement.

If payment is withheld without following the above dispute process:

- Sunstone Garden LLC will make **three written attempts to contact the client** regarding payment.
- If payment remains unpaid five days after service, Sunstone Garden LLC may retrieve plant material listed on the invoice.
- Sunstone Garden LLC will not schedule additional services until the outstanding invoice has been settled.

Project pricing reflects the total cost of labor and materials required for the work. In the event of a dispute, these costs will not be separated.

17. Legal Jurisdiction

This agreement is deemed to have been made at the address of Sunstone Garden LLC.

All legal matters arising from this agreement will be handled within the **State of Ohio and the County where Sunstone Garden LLC resides**.

18. Agreement

These Terms & Conditions apply to all services offered by Sunstone Garden LLC including residential, commercial, and cemetery services.

Approval of a **price quote by email or written communication constitutes acceptance of these Terms & Conditions and serves as an electronic agreement between the client and Sunstone Garden LLC**.