



Addendum MWL

This addendum is made a part of the offer dated _____, 200__ made by the undersigned buyer with reference to the property at _____

Buyer understands that all landscaping is subcontracted and not a part of the primary scope of work provided by Mark Winter Homes. MWH does not assume any liability or warranty for landscaping, lawn or final grading issues.

All final grading and landscaping included in this offer will be provided by Schuh Landscape Contracting. Work is warranted to the extent of control that Schuh Landscape Contracting (SLC) has over said project. SLC is not responsible for any maintenance after planting, or winter die off.

Lawn Inclusions:

This agreement includes the installation of a new lawn on entire lot. Fine grading, custom blend premium seed, fertilizer and hay mulch.

Final landscape grade shall provide proper drainage away from foundation and meet requirements of the lot drainage set by Municipality, (shown on site plan). Final grade shall be warranted by SLC to the extent that there shall not be areas of standing water for more than 24 hours after heavy rainfall. Problem low spots showing accumulated water shall be filled or re-graded. Considering the nature of Wisconsin winters, SLC will not be responsible for winter die-off.

Lawn Exclusions:

Lawn agreement does NOT include the following: watering, washouts, settling, weed control, fertilizing or mowing.

Lawn Care and Watering:

Watering is the most critical element in the proper growth and development of your new lawn. Without enough water, your lawn will die. Buyer is responsible for all watering and care of lawn. SLC will not replace or re-seed any lawn except in the case of filling or re-grading of low spots as stated in above inclusions.

Shrubs and Trees:

If Buyer has chosen to include plantings with shrubs and/or trees in package, Buyer is solely responsible for their proper care and watering. SLC shall not replace any shrub or tree that has died from improper watering, (i.e.: too little or too much). On occasion, trees and shrubs may die for no apparent reason. If this occurs, SLC will replace them in the first growing season only.

Post-Planting Instructions:

Buyer is responsible for providing all hoses and sprinklers on site and to **BEGIN WATERING IMMEDIATELY AFTER INSTALLATION OF LAWN**. The amount of time spent watering will depend on the type of sprinklers used and weather conditions. The general rule of thumb is to water an entire area evenly to the point of water starting to run-off, once per day.

FERTILIZING is almost as important as watering to create a healthy, good-looking lawn. Any new lawn should be fertilized once it is established enough to mow. It is recommended that the buyer fertilize the yard once every four weeks, after the first mowing. Typically the best blend for new lawns is a 28-10-10 fertilizer. DO NOT use a weed and feed for the first year. Most weed and feed mixes are too harsh for a new lawn and can cause damage or even worse, kill a new lawn. SLC is not responsible for any damage to lawn caused by improper use, or lack of fertilization.



READING/UNDERSTANDING: By initialing below each party acknowledges receipt of a copy of this Addendum and that he/she has read carefully and fully understands all of the provisions of the Offer, Addenda, Specifications, Plans and other documents incorporated into the offer. ***Buyer is advised that this addendum contains standard provisions which are not appropriate in all transactions; no representation is made to the legality of any provision or the appropriateness or adequacy of any provision in a specific transaction. Buyer is encouraged to consult with their own legal council regarding the interpretation, legality, appropriateness or adequacy of the provisions of this addendum.***

The parties acknowledge that the terms of this Addendum are incorporated into and made part of this offer. Seller's initials shall not constitute the acceptance or other disposition of the Offer, which disposition shall be the offer itself.

Buyer

Date

Buyer

Date

MWH

Date