

**PHOENIX DACTYLIFERA / ONE YEAR LIMITED WARRANTY  
INSTALLATIONS ONLY**

**GROUNDWORKS** warrants the **Phoenix Dactylifera(s)** listed on invoice # **#INVOICE#** sold to **#CUSTOMER#** for a period of one (1) year from date of original installation. **GROUNDWORKS** will replace one (1) **Phoenix Dactylifera**, for each one purchased, in accordance with the terms of this limited warranty, during the limited warranty period. **TRACKING # #INVOICE#**

**GENERAL TERMS AND LIMITATIONS**

**This limited warranty covers labor and materials only.** Transportation and Equipment charges associated with the initial installation are included in our original estimate. Transportation and Equipment charges associated with installing a replacement palm are the **SOLE RESPONSIBILITY** of the customer. **Palm(s) provided as replacements carry no warranties what so ever.** If the **replacement dies**, we may, at our discretion, offer you a discounted palm but we will **NOT** give you another replacement for the cost of transportation and equipment alone. We **WILL NOT** replace palms that are exposed to winds in excess of 75 miles per hour, or that are exposed to unusual freezing conditions. We **WILL NOT** replace palms that have **ROOTED OUT ON SITE** and are subsequently determined by a third party authority to have been exposed to constantly wet conditions at the base of the palm(s). We **WILL NOT** replace palms that are damaged as the result of an act of vandalism or gross negligence. This limited warranty **SPECIFICALLY ALLOWS** replacements for palms that are struck by lightning or that are the victims of a vehicular accident during the limited warranty period.

**POST INSTALLATION SERVICE PROVISION**

**GROUNDWORKS SERVICE PERSONNEL** will visit your site at least two times during the one (1) year limited warranty period and perform all necessary post installation service. We will open the canopy and perform both systemic and foliar disease control applications. We will fertilize regularly and will also perform other necessary services based upon your individual site conditions. **We will provide you with service notice's after each visit and will inform you in writing if we find that constantly wet conditions exist at the base of your palm(s).** This notification will allow you time to correct the conditions prior to this limited warranty being negatively impacted. Other than watering, there is nothing that you need to do for your palm(s) during the term of this limited warranty.

**WATERING REQUIREMENT AND LIMITATION**

It is your responsibility to **maintain and fill** the tree rings (the wells we built around the base of the palm) with water once per day for the first sixty days. After that, you must establish a wet to dry, wet to dry cycling at the base of each palm. As conditions vary from site to site, you will need to access the drainage on your site and adjust your irrigation schedule accordingly.

**CANOPY OPENING REQUIREMENT AND LIMITATION**

**Do not allow anyone other than Groundworks to open the canopies of your palm(s) as the premature opening of the canopy(s) can result in the loss of your palm(s) and will void your limited warranty.** We will open your canopies as soon as our observations indicate that it is proper to do so.

**HERBICIDE APPLICATIONS LIMITATION**

**The spraying or application of any herbicide within five (5) feet of the base of your palm(s) will result in your limited warranty being voided immediately, regardless of the type being used.**

I have read and accept all of the terms and limitations of the above stated limited warranty on my **Phoenix Dactylifera(s)**.

ACCEPTANCE SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**GROUNDWORKS OF PALM BEACH COUNTY, INC.**