Bean Brothers Landscaping LLC

969 Reepsville Road | Lincolnton, North Carolina 28092
704-718-4988 | beanbrothers@beanbrotherslandscaping.com |
https://www.beanbrotherslandscaping.com

RECIPIENT:

City of Lincolnton

302 Hollybrook Avenue
Lincolnton, North Carolina 28092
Phone: 9802417984

Quote #9583

Sent on	Jan 14, 2026
Total	**$44,980.00**

Product/Service	Description	Qty.
Biweekly Visits	Mow, String Trim, Edge, and Blow off all hard surfaces. Visits from July 1st 2026 - June 30th 2027.	26

Total **$44,980.00**

Reviews

Amy Powers

Everett and the guy that was working with him were absolutely the best. Both were very hard workers.Great work ethics. Very knowledgeable of the work they were doing. The most polite young men and never goofed off

Brian Foster

We needed major repair work done on my parents' basement banks after erosion washed parts of it away from the house. The area was a mess and definitely not a small job. From the first conversation, Bean Brothers Landscaping stood out. Nathan handled everything from the planning side and made the process easy to understand, and Tyler and his crew showed up ready to work and did a really good job. Communication was solid the whole time, the plan made sense, and the work turned out exactly how it was explained.

What really mattered to me was how ...

nancy ritter

The service i received from the Beam Brothers was wonderful. They removed so many leaves from my back yard and outer side of the fence. The workers who did this were diligent in their work and were very nice to interact with. I would hire the Bean Brothers again.

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Bean Brothers Landscaping Contract & Disclaimer
Effective Upon Quote Acceptance, Deposit Payment, or Agreement Signature

1. Agreement Acceptance
By accepting a quote, signing a Lawn Care Agreement, or paying a deposit for any construction, landscaping installation, or one-off service, the customer (referred to as “Client”) agrees to the following terms and conditions. Bean Brothers Landscaping (referred to as “Company”) reserves the right to amend these terms without prior notice.

2. Scope of Work
2.1 The quote includes only the services and materials explicitly listed.
2.2 Any additions or changes must be submitted via a written change order and paid 100% upfront.
2.3 Changes include additional quantities of existing items or entirely new work not yet started.
2.4 The Company is not responsible for pre-existing conditions (e.g., drainage, grading, prior work).
2.5 The Client is responsible for locating all private utilities (e.g., irrigation, lighting, fences).
2.6 Any unforeseen conditions (e.g., soil compaction, underground objects) will require a change order.
2.7 Any damage to unmarked or undisclosed systems will be billed to the Client.

3. Payment Terms
3.1 One-Off Jobs
3.1.1 50% deposit required prior to starting.
3.1.2 Remaining 50% due upon completion.
3.1.3 Online payments incur a 4% processing fee.
3.1.4 If final payment is not made on the day of completion, a 4% late fee applies.
3.1.5 A 4% monthly finance charge applies to any unpaid balance after the 1st of each month.
3.2 Project Payment Structure
3.2.1 Projects > $25,000:
- 50% deposit
- 50% upon completion

3.2.2 Projects < $25,000:
- 50% deposit
- 20% upon arrival
- 20% at 50% completion
- 10% upon final completion

3.3 Lawn Care Contracts
3.3.1 First and last month’s payments are due upfront. Payment towards any quote or invoice accepts the terms and conditions of contract.
3.3.2 Invoices sent on the 15th and due by the 1st of the following month.
3.3.3 A 4% monthly finance charge applies to overdue balances.
3.4 Pay-By-Cut (Offered Until Jan 2025)
3.4.1 Payment due after each service.
3.4.2 4% monthly finance fee applies to past due invoices.
3.5 Late or Declined Payments
3.5.1 Two or more late invoices in 12 months may result in future prepayment requirements.

4. Cancellations & Refunds
4.1 Maintenance Contract services: 60-day written notice required.
- 50% of remaining maintenance contract balance is due within this period.

4.2 Projects:
- Cancellations after approval: full deposit forfeited.

4.3 No refunds once services have begun or materials have been ordered regardless of days

5. Warranty & Liability
5.1 Hardscaping: 1-year warranty on workmanship. Does not include poly sand or glue.
5.2 Plant material: 30-day warranty. Only applies to irrigated installs.
5.3 Shrubs/trees with drip irrigation and rain sensor: 1-year warranty.
5.4 Temporary irrigation systems: not covered.
5.5 Seed/sod/fertilizer: not warranted unless Client purchases Lifetime Warranty and irrigation maintenance along with turf

management is handled by the Company.
5.6 Company not liable for unmarked utilities; repair costs billed to Client.

6. Client Responsibilities
6.1 Ensure clear and unrestricted access to worksite during normal business hours.
6.2 Provide timely approvals, payments, and communication.
6.3 Company not responsible for delays due to access restrictions or Client-caused delays.
6.4 Keep worksite clear of personal property, trash, and debris.

7. Permits & Compliance
7.1 Client is responsible for obtaining all necessary permits unless otherwise stated in the quote.
7.2 Permit fees are not included unless explicitly listed.

8. Weather & Scheduling
8.1 The Company is not liable for delays caused by weather, natural disasters, supply chain issues, pandemics, or labor shortages.
8.2 Timelines may be adjusted.
8.3 Jobs are scheduled based on approval and successful deposit. Delays in payment may delay start order.

9. Photo & Marketing Release
Unless requested otherwise in writing, the Client grants the Company permission to photograph the project before, during, and after completion for marketing, social media, and portfolio use.

10. Termination by Company
10.1 The Company may suspend or terminate work if the Client:
- Fails to pay on time
- Obstructs access
- Breaches agreement

10.2 In such cases, all balances become immediately due.

11. Contract Renewal
11.1 All contracts renew automatically unless canceled with 60-day notice.
11.2 If canceled within 59 days of contract end, a new term with a 3% increase will begin.
11.3 Payment toward a new contract without a signature is considered acceptance. There is no month to month.

12. Dispute Resolution
12.1 Disputes must first be attempted to be resolved directly with the Company.
12.2 If unresolved, both parties agree to binding arbitration in Lincoln County, NC.

13. Lien Rights
The Client acknowledges that Bean Brothers Landscaping may file a lien against the property for unpaid balances under North Carolina law. Legal and administrative costs for lien enforcement are the Client's responsibility. Client agrees to all legal fees including but not limited to attorney fees, documentation fees, court fees, and any other fees associated with obtaining payments.

14. Public Reviews & Defamation
The Client agrees not to publicly defame or disparage the Company. Breach of this clause may result in legal action.

15. Liquidated Damages
If the Client deliberately obstructs or delays the project timeline, the Company may charge up to 25% of the remaining balance as liquidated damages in addition to outstanding payments.

16. Indemnification
The Client agrees to hold harmless and indemnify the Company, its owners, employees, and subcontractors from claims or disputes.

17. Change Orders

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17.1 Any changes to the original scope of work must be submitted and approved through a written change order.
17.2 This includes changes to materials, design, layout, added features, or adjustments to line item quantities — even if those items are included in the original quote.
17.3 All change orders must be signed and paid in full before additional work begins.
17.4 Verbal approvals or informal requests will not be accepted without written documentation.
17.5 Change orders may affect the overall cost and timeline of the project.
18. Entire Agreement
This document is the full agreement between the Client and the Company. No verbal agreements or other writings override this agreement. By approving this agreement the Client agrees that this document, along with all terms and conditions of the Company, override any other written or verbal agreement. These terms and conditions are to start January 1st 2025. Any active or open contracts will be subjected to these terms and conditions. Payments towards Landscaping Projects or Maintenance Contracts after January 1st, 2025 agrees to all terms and conditions company wide.

Signature: _____ **Date:** _____