# Terms & Conditions

*An Honorable Company. Rooted in Integrity. Committed to Quality.*

> *Please review these policies before purchasing sod. They explain important responsibilities, scheduling considerations, and product-care information.*

## Terms at a Glance

1. Orders are prepaid in full before they go on our harvest and delivery schedule.
2. Schedules can change with weather and field conditions. If we reschedule before harvest, you may choose the next available date or a refund of your prepaid amount, less non-refundable card processing fees.
3. Once sod has been harvested, cut, loaded, or prepared for delivery or pickup, the order is non-refundable.
4. All sales are final, and sod is not guaranteed once it leaves the farm.
5. Damage may occur during loading, delivery, or installation. We take every reasonable precaution, but we are not responsible for damage to vehicles, trailers, or property, including driveways, landscaping, and buried lines such as irrigation and utilities.

*Please review the full terms below.*

## Sod Sales, Acceptance & Customer Responsibilities

Due to the fragile nature of sod grasses, all sales are final and there are no guarantees or refunds even if you follow all the care instructions or recommendations on our website or provided from us verbally or in writing. Sod is an extremely perishable commodity, therefore for any type of sod to survive, it requires adequate sunlight and watering each day. Sod must also be treated periodically to prevent fungus, pests, diseases, weeds, and any other factors that could harm the sod.

It shall be the buyer’s responsibility to verify accuracy and acceptability of sod upon receipt. Keep in mind that the sod you have just purchased has been watched over and taken care of for approximately a year or longer. Once it leaves the farm, we lose control over what might happen to it. Therefore, it is impossible for us to “guarantee” the sod. It is fresh, healthy, green, and free of weed, disease, pest, and fungus when it leaves the farm.

It is up to you and/or your customer to help it stay that way. This includes ensuring proper sod installation methods are employed to include aerating, adequate soil nutrients, soil pH levels and overall soil chemistry optimization are present where sod is being installed, satisfactory watering is administered as well as routine treatment as necessary

for fungus, pest, diseases, weeds, etc. as well as keeping completely off the sod for the first two weeks unless absolutely necessary, and limiting foot traffic to light use for up to six weeks or longer, depending on root establishment.

## Damage Waiver

Due to the weight of our equipment and product upon delivery or installation, damages may occur on driveways, sidewalks, yards, and systems on property. The driver and installation crew will only follow the customer's instructions. For customers picking up their own sod at our farm, we will not be responsible for any damage to your vehicle or trailer caused by loading or otherwise. By continuing with this purchase, you agree to release Clegg & Sons' Farms, LLC, doing business as Clegg & Sons' Sod Farms, of any responsibility of such damages.

Sod is harvested, loaded, delivered, and installed using heavy equipment, including forklifts, loaders, trucks, and trailers, and pallets of sod are extremely heavy. Even with every precaution, accidents and unforeseen events can occur.

This includes, without limitation, damage to a customer's vehicle, trailer, or equipment while sod is being loaded at our farm. It also includes, during delivery or installation, damage to driveways, sidewalks, curbs, lawns, landscaping, fences, and other property. Concealed or buried components are covered too, such as irrigation and sprinkler lines, electrical lines, phone lines, internet and cable lines, and other utilities.

We take every reasonable precaution to protect your property, but Clegg & Sons' Farms, LLC, doing business as Clegg & Sons' Sod Farms, is not responsible for any such damage. By placing an order and accepting delivery, installation, or pickup, the customer acknowledges these risks and agrees to this release.

## Disclaimer of Warranty

THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED IN FACT, LAW OR CUSTOM) TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. BUYERS AND CLEGG & SONS' FARMS, LLC TOGETHER JOINTLY DISCLAIM ANY OTHER OR FURTHER WARRANTIES.

CLEGG & SONS' FARMS, LLC WILL HAVE NO LIABILITY TO ANYONE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION PROPERTY DAMAGE, LOST PROFITS, LOST USE OR ANY OTHER PECUNIARY DAMAGE, WHETHER DUE TO ANY DEFECT IN THE PRODUCTS, DELAY, NON-DELIVERY, NON-PERFORMANCE, RECALL, OR ANY OTHER REASON. ALL CLAIMS FOR NEGLIGENCE AND FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED, AND EXCLUDED.

BUYERS ACKNOWLEDGE THESE LIMITATIONS AND WAIVERS, DECLARE THAT THEY HAVE BEEN READ AND UNDERSTOOD, AND AGREE TO BE SO BOUND.

## Important Notice: Order Scheduling, Prepayment & Refund Policy

Due to the highly perishable nature of sod, all orders must be prepaid in full before being placed on our harvest and delivery schedule.

While we make every effort to fulfill orders on the scheduled date, agriculture is inherently subject to factors beyond our control. Harvest and delivery schedules may be affected by adverse weather conditions, field conditions, irrigation or utility failures, equipment breakdowns, labor shortages, transportation issues, or other unforeseen circumstances that may impact our ability to safely harvest, load, transport, or deliver sod.

Customers acknowledge and agree that such circumstances may arise before or on the scheduled date of delivery or pickup and may require postponement or rescheduling of an order, including on the day delivery or pickup is scheduled to occur.

If an order must be rescheduled for any reason prior to harvest, customers may choose to either:

1. Reschedule the order for the next available harvest date; or
2. Request a refund of the prepaid order amount.

Refunds requested before sod has been harvested will be issued less any non-refundable credit card processing fees and transaction charges incurred by Clegg & Sons' Sod Farms. Currently, this consists of a 3.5% credit card processing fee plus a $0.15 transaction fee per payment processed. These fees are retained by the payment processor and are not refunded to Clegg & Sons' Sod Farms when a transaction is reversed.

Once sod has been harvested, cut, loaded, or otherwise prepared for delivery or pickup, the order is considered non-refundable due to the perishable nature of the product.

By placing an order, the customer acknowledges and agrees to these terms and conditions.

## Sod Care & Watering Information Disclaimer

All advice, sod care tips, watering guides, and other information provided on this website—whether shared in print, virtually, or verbally—is intended for general informational purposes only.

Clegg & Sons' Farms, LLC does not endorse any specific products or brands. Any products mentioned are offered as general recommendations, based on our experience as a sod producer.

For more detailed information and legal terms, please refer to the full legal disclaimers included in our downloadable care and watering guides.

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