

## **Explanation of Breach Of Contract Or Negligent Or Improper Work Claim**

The LCB is charged with determining whether negligent or improper work and/or a breach of contract has occurred during the claims process. Please remember to include information related to each of these issues if they relate to the claim you are filing. Please be sure to give a brief, numbered list of **exactly** what landscape construction items you believe the landscape contracting business did incorrectly, did not finish, or did not start.

Examples:

1. Lawn, front yard. Seeded lawn is dead and did not germinate.
2. Patio. Contract states patio to be 60' X 90' and the constructed patio is only 55' X 88'. Grading of the patio slopes towards the house and puddles around the house foundation.
3. Irrigation System, back yard. The drip irrigation in the back flower beds has not been installed.
4. Irrigation System, front yard. The spacing of irrigation heads does not provide adequate coverage.

**Breach of Contract** is when one party breaks the terms of a written or oral agreement between two or more parties. (The LCB encourages consumers to insist upon detailed written contracts)

Clearly state what the business did that may have breached your contract with that business.

**Negligent Work** is defined as failure to exercise the care of a reasonably prudent person in like circumstances.

**Improper work** is defined as not suited to the circumstances, design, or given job site.

Explain the work that you consider negligent or improper.