# **TEXAS COMMISSION ON ENVIRONMENTAL QUALITY**

Be it known that

# **BRADY S STOKER**

has fulfilled the requirements in accordance with the laws of the State of Texas for

## LICENSED IRRIGATOR

License Number: L10021085

Issue Date: 12/12/2013

Expiration Date: 12/31/2019

Executive Director

Texas Commission on Environmental Quality



#### TEXAS DEPARTMENT OF AGRICULTURE

COMMISSIONER SID MILLER P. O. BOX 12847 AUSTIN, TX 78711-2847 (877) LIC-AGRI (877-542-2474) For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE www.tda.state.tx.us



#### NURSERY/FLORAL CERTIFICATE OF REGISTRATION

This is to certify that the person listed below is licensed to sell nursery/floral products at the indicated location in accordance with Texas Agriculture Code Chapter 71.

**BRAVOXTERIORS** 7405 NCR 1540 SHALLOWATER TX 79363

Client Name: KYNEDI INC TDA Client No: 00539710

CERTIFICATE NO: 0706511

CERTIFICATE TYPE: NURSERY FLORAL CLASS 1

Effective Date:

October 31, 2018

**Expiration Date:** 

October 31, 2019

MUST BE POSTED IN A CONSPICUOUS LOCATION

THIS CERTIFICATE IS NON-TRANSFERABLE



# Landscape Warranty

# **Tree & Plant Warranty**

We believe in and stand behind the quality of all our products, work and services



#### Workmanship

**BRA/O** XTERIORS provides a comprehensive warranty for our services. We are committed to our clients and will stand behind the quality of our landscaping design and installation.

#### **Plant Material**

**BRA/O** XTERIORS guarantees that all nursery stock is true to name and in healthy growing condition upon leaving our nursery. Our plant material warranty is as follows:

1 YEAR IF PLANTED OCTOBER-MARCH: B&B

1 YEAR: Potted Trees, Shrubs & Perennials (not listed below)

**NO WARRANTY:** Annuals, Bulbs, Tropical Plants, Sod and Transplanted Plant Material

## YOU MUST HAVE YOUR RECEIPT

Many of our trees and plants have a warranty for a specific period of time. **YOUR RECEIPT IS REQUIRED** to enact any warranty replacements.

All plants are eligible for a one (1) time replacement under this warranty. Access to the replacement location(s) must be as it was at time of original planting. No further guarantee is expressed or implied. **BRA/O** XTERIORS is not liable for any sum

greater than the amount of the original purchase price. No cash refunds. This warranty is void on material that fails to grow due to neglect, vandalism or other physical injury, acts of nature (such as wind, storms, hail, etc.), transplanting, or care by any persons other than BRA/O XTERIORS Or Customer.

#### **Hardscapes**

BRA/O XTERIORS provides a one (1) year warranty for all hardscapes (a) that all work will be performed in a good workmanlike manner in accordance with industry standards; (b) all materials will be installed in accordance with the supplier's specifications; and (c) all work will comply with applicable environmental laws and regulations. In the event of structural failure of the Hardscapes installed by BRA/O XTERIORS, due to defective workmanship or materials, BRA/O XTERIORS will repair and restore said Hardscape to its original condition at the time of acceptance by customer, at no additional cost to customer. Hardscapes is defined as landscape structures constructed using natural stone, cobblestone, pavers, bricks, boulders, blocks, wood, metal, or any other non-living structural material.

#### **Water Features**

All materials are guaranteed under the manufacturer's warranty and the workmanship is guaranteed for 12 months from installation, contingent upon proper system winterization, start up and maintenance by BRAVO NTERIORS.

All pumps (submersible or external) are limited to a one (1) time replacement, subject to original manufacturer's warranty. Pumps not covered, or deemed irreplaceable, by manufacturer carry no warranty or replacement. Customer is responsible for shipping and diagnostic costs associated with warranty claim through manufacturer.

**Continued on back** 







#### **Fire Features**

Structure: All materials are guaranteed under the manufacturer's warranty and the workmanship is guaranteed for 12 months from installation, contingent upon proper maintenance by **BRA/O** XTERIORS.Burner, Ignition and Other Components: All materials and workmanship are guaranteed upon terms of specified subcontractor.

#### Irrigation

All materials and workmanship are guaranteed for one (1) year.

#### **Landscape Lighting**

All materials and workmanship are guaranteed for one (1) year.

#### Limitations

**BRA/O** XTERIORS makes no warranty regarding sod, drainage, concrete, irrigation, landscape lighting, grading, or erosion work.

This warranty does not cover uneven wear, discoloration or damage to Hardscape materials due to use or misuse, floods, freezing, thawing and other weather conditions, fire, vandalism, drainage, tree roots, tampering or neglect, maintenance, repair or construction by any contractor other than **BRA/O** XTERIORS, or other conditions outside the control of **BRA/O** XTERIORS.

This warranty does not apply to efflorescence. Efflorescence is a naturally occurring process in all concrete products that sometimes appears in the form of a white powdery film on the pavement surface. It does not, in any way, compromise the functionality or the structural integrity of the product. Although efflorescence cannot be prevented, it will wash off over time or can be cleaned with an efflorescence cleaner. **BRAYO** XTERIORS accepts no responsibility or liability for this condition.

This warranty does not apply to polymeric sand and/or joint stabilizer. This product ages and diminishes over time and subsequently requires additional applications over the life of the structure/surface.

This warranty does not cover failure or damage due to faulty landscape design, planning or engineering (collectively "Design"), when such Design is performed or provided by anyone other than **BRAYO** XTERIORS.

This warranty does not cover diminutions of water levels in ponds or water features. Customer acknowledges that water features are subject to diminish over time due to evaporation, incidental leakage and other factors. Products used in constructing the water feature may be subject to manufacturer's warranty.

This warranty only applies to products that have been paid in full. Accounts that have reached 60 days past due void any warranty.

All seasonal products are sold as final sale. No returns.

This warranty is given to the original customer.

It is not transferable to a new owner if the customer sells the property, or any of the plants or materials, during

the warranty period.

All warranty claims, whether expressed or implied by law, including by not limited to the implied warranty of merchantability and fitness for a particular purpose, are limited to one year from date of installation. Customer's remedies under expressed or implied warranties are expressly limited to the remedies provided in this warranty.

In order to make a warranty claim, the Customer must notify **BRAVO** XTERIORS in writing by email at

info @ **BRA/O** XTERIORS.com within 30 days of discovery of the damage or defect, but in no event later than 90 days

#### **Terms & Conditions**

BRAVO ATERIORS is not responsible for any damage to private lines such as invisible fences, landscape lighting, irrigation lines & components, private utility lines, etc. We strongly urge customers to mark locations of all private underground wiring, piping, and components not located by One Call. Customer is responsible for all property lines and setbacks, and obtaining any necessary approval of plans by HOA, SID, or other governing committee.

Payment terms are listed on all invoices. Account balances 30 days past due are subject to a service charge of 1.5% per month.

Customer is responsible for understanding the warranty, terms and conditions as read above.

BRAVO XTERIORS.COM	
806.789.7721	
7405 N Cr 1540	
Shallowater, Tx 79363	
Customer	
Bravo Xteriors Rep_	





Contact us



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in line of current (a)

	SUBROGATION IS WAIVED, subject to is certificate does not confer rights to						may require	an endorsement. A sta	atement	on	
PRODUCER						CONTACT Cill Thomas					
Bald <sup>,</sup>	win-Cox Agency, LLC				NAME: PHONE	(972) 64	14-2688	FAX	(972)	644-8035	
l	Preston View Blvd Ste 200				(A/C, No	o, EXT):	aldwinagency.c	(A/C, No	): (** =/		
					ADDRESS: gillian @ Daidwinagency.com						
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	Shallowater			TX 79363	INSURE						
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.											
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	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	+*	00,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  As required by contract, a Waiver of Subrogation is provided to McRight Smith Construction, LLC, its Owners, Officers, Directors, Employees and Customer.  30 Days notice of cancellation provided.											
CER	TIFICATE HOLDER				CANCELLATION						
McRight-Smith Construction, LLC 6900 North Dallas Parkway						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
	Suite 770				AUTHO	RIZED REPRESEN					
	Plano			TX 75024			Will	in Orbaldin			



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER C							CONTACT RUTH FULLER					
Sta	te <i>Farm</i>	APRIL ROBERTS, AGE	NT			PHONE (A/C, No, Ext): 281-367-0777 FAX (A/C, No): 281-292-3110						
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#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER							CONTACT NAME: Cathy Mendoza						
CLA	Insu	urance Group, Inc				PHONE (04.4) 402 2420 FAX (24.4) 402 2040						23-2240	
930	0 Wa	ade Blvd Ste 101				(A/C, No, Ext): (214) 423-3120 (A/C, No): (214) 423-2240  E-MAIL ADDRESS: cmendoza@clainsurancegrp.com							
						INSURER(S) AFFORDING COVERAGE					NAIC #		
Fris	co				TX 75035	INSURE	Covinato	n Specialty Ins				13027	
INSU	RED					INSURE	F	n Insurance Co	mpany				
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# TEXAS DEPARTMENT OF AGRICULTURE COMMISSIONER SID MILLER



August 23, 2018

BRADLEY S STOKER BRADLEY STOKER 5510 28TH LUBBOCK TX 79407

TDA Client No. 00556053 TDA License No. 0730518

#### Dear BRADLEY S STOKER.

We are pleased to inform you that your COMMERCIAL pesticide applicator license has been reissued and is enclosed. Your license is effective as of August 17, 2018 and will expire at midnight on August 31, 2019. Please review the information printed above and on your license carefully. You are required to notify the Texas Department of Agriculture within 30 days of any change in the information you provided in the application or renewal of this license.

A client number has been printed on your certificate. This number will be used to provide you with more efficient service by acting as a cross-reference to all TDA licenses you may obtain, as well as any other contacts you may have with TDA. By referencing your client number, both you (through Internet access) and authorized TDA personnel will be able to review and process most or all of your licensing, license renewal and contact information from a single access point.

A COMMERCIAL applicator license authorizes you to purchase and apply, or supervise purchases and applications of restricted-use and state-limited-use pesticides or regulated herbicides to the land of another person for hire or compensation. You may only make such applications in circumstances covered by the use categories for which you are certified. These categories appear as endorsements on your license.

To renew this license, you will need to obtain five continuing education units (CEUs), prior to renewal of the license. The required five CEUs must include a minimum of one hour each from two of the following continuing education categories: integrated pest management, laws and regulations, or drift minimization. Additional requirements pertaining to CEUs and a list of approved courses can be obtained from TDA's web site or by contacting TDA's Pesticide Certification and Compliance program at our Austin headquarters at (800) TELL TDA (800-835-5832).

For commercial and noncommercial applicators certified in the AERIAL application category, three of the required five CEUs must be associated with aerial application operations to include one CEU each in: laws and regulations; drift minimization; and pesticide safety addressing "human factors".

PLEASE NOTE: TDA will randomly audit a number of applicators to check for compliance with CEU requirements. If you are selected for audit, you will receive a letter asking you to send TDA a copy of each certificate of completion you received during the relevant time period. You may also be asked to provide access to or copies of CEU documentation during routine or complaint-related inspections.

Applicators are required to keep certificates of completion for 12 months following renewal of a license. 4 TAC§7.24(s)

Regulations and statutory provisions governing pesticide applicator licensees and their use of pesticides may be found in Chapter 7, Title 4, of the Texas Administrative Code and Chapter 76 of the Texas Agriculture Code, respectively. TDA's web site provides convenient links to these laws. Failure to comply with these laws, including misuse of any pesticide, may result in revocation, suspension, modification, or probation of your license and/or assessment of monetary administrative penalties.

If you have any questions regarding your license, please contact our Austin headquarters toll free at (877) LIC-AGRI (877-542-2474), or visit our web site at www.TexasAgriculture.gov. For the hearing impaired, you may call Relay Texas (800) 735-2988 (voice) or (800) 735-2989 (TDD) or visit our web site.

### TEXAS DEPARTMENT OF AGRICULTURE

P. O. BOX 12847 AUSTIN, TEXAS 78711-2847

#### COMMERCIAL PESTICIDE APPLICATOR LICENSE

BRADLEY STOKER

5510 28TH LUBBOCK TX 79407 TDA Client No: 00556053 License No: 0730518

Effective Date: 08/17/2018 Expires: 08/31/2019



Front side

#### Categories: 3A

#### **Descriptions:**

- 1A Field Crop
- 1B Fruit, Nut, & Veg 1C Pasture & Rangeland
- 1D Vertebrate Pest
- 1E Farm Commodity Pest Control
- 1F Animal Health
- 1G Citrus
- 1H Livestock Prot Collar
- 11 M-44 Device
- 2 Forest Pest Control

- 3A Landscape Maint
- 3B Nursery Plant Prod
- 4 Seed Treatment
- 5 Vegetation Mgmt
- -6 Aquatic
- 7 Demonstr & Research
- 8 Reg Pest Control
- 9 Aerial Application
- 11 Soil Fumigation
- 12 Public Health Pest Control (Vector)

Back side

LAMINATION ADVISED: Please cut out along heavy black lines, placing front and back sides together, and laminate.

#### TEXAS DEPARTMENT OF AGRICULTURE

COMMISSIONER SID MILLER P. O. BOX 12847 AUSTIN, TEXAS 78711-2847 (877) LIC-AGRI (877-542-2474)

For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE www.TexasAgriculture.gov

COMMERCIAL PESTICIDE APPLICATOR LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted-use or state-limited-use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.

BRADLEY STOKER 5510 28TH LUBBOCK TX 79407



TDA Client No:

License No:

Effective Date: Expires:

Categories:

00556053

0730518

August 17, 2018 August 31, 2019



