TOP OF THE MOUNTAIN CONSTRUCTION, LLC | RCE-46467		
LANDSCAPING SERVICES AGREEMENT		
Customer Name(s)	**Date of Contract**	**Job Number**
Project Address (Street, City, State, Zip)		
Customer Phone	**Customer Cell**	**Customer Email**
Estimated Start Date	**Estimated Completion Date**	**Method of Payment**
		☐ Not Financed ☐ Financed
10% Deposit (Nonrefundable)	**Total Contract Price**	**Created By**

This Landscaping Services Agreement (this "Agreement") is between Top of the Mountain Construction, LLC, an Idaho limited liability company, RCE-46467 ("Company"), and the Customer identified in the Estimate and or Job/Invoice this has been sent with link access or filled out above. The scope of work and all fees are set forth in **in the estimate sent via email**. Exhibits A through D can be used, however the estimate and further approvals are to be sent via email and with the new scope or change orders addressed. It is an understanding that some change orders occur during the construction process and a verbal approval may be applied as it can be documented as able to via email, as it can slow progress at times.

1. SCOPE OF WORK AND PRICE

The scope of work and contract price are set forth in Exhibit A ("Scope of Work"). The contract price may be adjusted by signed Change Orders ("Contract Price").

Customer shall pay each invoice when due without withholding, offset, deduction, setoff, or reduction of any kind, except as Company agrees in a signed writing.

Past-due amounts accrue interest at 2.5% per month, or the highest rate allowed by law, whichever is less. Customer shall pay Company's reasonable attorney fees, lien fees, and collection costs incurred to collect unpaid amounts.

If Customer fails to pay the final amount due after notice of substantial completion, Customer shall also pay a late charge of $500 per month until paid, in addition to interest and other amounts due.

Customer shall ensure all payments are made directly to Company when due, whether from Customer, a lender, escrow, insurer, or another source. A third-party delay does not excuse Customer's payment obligation.

The Contract Price is valid for 90 days after the Effective Date. If construction does not begin within 90 days for any reason outside Company's control, Company may adjust the Contract Price for changes in labor, materials, permitting, or other costs.

Customer shall pay all third-party fees and project-related costs not expressly included in Exhibit A.

Upon Company's request, Customer shall provide reasonable proof of funds to pay the Contract Price and any signed Change Orders. Company may stop work until that proof is provided without being in breach.

Company expressly reserves all rights to record and enforce a mechanic's lien against the project property under Idaho Code §45-501 et seq. and all other applicable lien statutes. Customer acknowledges that Company's nonpayment of any amount due under this Agreement entitles Company to record a lien against the property without further notice. The existence of a dispute does not limit Company's lien rights with respect to undisputed amounts.

2. ENGAGEMENT

Company shall perform only the work described in Exhibit A, or the email quote/estimate sent and approved. Work not listed is excluded unless added by a signed Change Order. Company is an independent contractor; Customer may not control Company's means, methods, staffing, subcontractors, or manner of work.

If this Agreement conflicts with Exhibit A, this Agreement controls unless a signed Change Order expressly states otherwise.

3. DESIGN AND DRAWING APPROVAL

3.1 Design Services

Company may provide design-related services only if listed in Exhibit A or added by a signed Change Order. Company is not providing licensed landscape-architect, engineering, architectural, or other licensed professional services unless Exhibit A or estimate expressly states otherwise. Company may coordinate third-party design providers but is not responsible for their professional judgment, licensing, errors, omissions, delays, or failure to perform.

3.2 Customer Information

Customer shall provide pictures, drawings, surveys, HOA requirements, inspiration images, plant preferences, material preferences, budgets, site information, and any other information reasonably needed for design, pricing, permitting, and construction. Company may rely on information provided by Customer without independent verification.

3.3 What "Approved Drawings" Means

The term "Approved Drawings" means only those drawings, plans, sketches, renderings, or design documents that have been: (a) prepared or expressly adopted by Company; and (b) approved in writing by Customer through the process described in Section 3.4 or incorporated into a signed Change Order. No drawing, sketch, rendering, photograph, digital image, email attachment, social media image, or inspiration image has any contractual effect unless it qualifies as Approved Drawings under this Section. Customer's verbal description of, or reference to, any drawing or image does not make it an Approved Drawing.

3.4 Drawing Approval Process

Company will provide Customer with an initial design concept or drawing set (the "Initial Drawings") by email, physical copy, or shared digital link. The transmittal will identify the document name, version number or date, and file format.

Within 7 days after Company transmits the Initial Drawings, Customer must respond in writing with one of the following:

- Written approval — Customer signs and returns the Drawing Approval Form attached as Exhibit C, or sends a written statement that expressly approves the identified drawings by name and version; or
- Written redlines — Customer provides specific written comments identifying the page, element, and requested change (the "Redline"). General or verbal feedback does not constitute a Redline.

If Customer does not respond within 7 days, the Initial Drawings are deemed approved and become Approved Drawings without further action by either party. Company will confirm deemed approval in writing.

3.5 Revised Drawings

If Customer submits a Redline, Company will revise the drawings and transmit Revised Drawings identified by a new version number or date. Customer has 7 days to provide written approval or a further Redline using the same process. Each round of revisions is billed at the hourly rate in Exhibit A, plus the change-request fee listed in Exhibit A. Customer may not submit more than one Redline per round without Company's written agreement.

3.6 Final Approved Drawings

Once drawings are approved under Section 3.4 or 3.5, they become the “Final Approved Drawings” and are incorporated into this Agreement by reference. Company will attach or link the Final Approved Drawings to Exhibit A, identified by document title, version number or date, and page count. No other drawing, rendering, or image is part of this Agreement.

If Customer approves drawings and later claims that a different or earlier version was intended, that claim has no effect. The Final Approved Drawings identified in Exhibit A control.

3.7 Conflict Between Documents

If the Final Approved Drawings conflict with the written terms of this Agreement, this Agreement controls. If the Final Approved Drawings conflict with the materials list, plant list, or specifications in Exhibit A, the written descriptions in Exhibit A control. Company will attempt to notify Customer of any apparent conflict before construction begins, but Company’s failure to identify a conflict does not alter this priority.

3.8 Changes After Drawing Approval

Any change to the Final Approved Drawings after Customer approval requires a signed Change Order identifying the specific drawing elements being changed, the revised version, and any price or schedule impact. Company is not required to perform work based on any drawing, sketch, image, or instruction that has not been incorporated into a signed Change Order.

4. BUDGET APPROVAL

4.1 Initial Budget

Company may provide an initial project budget (the “Initial Budget”) after design and specifications are sufficiently developed. Company will transmit the Initial Budget by email or physical copy, identified by document title and date.

4.2 Budget Approval Process

Within 7 days after Company transmits the Initial Budget, Customer must respond in writing with one of the following:

- Written approval — Customer signs and returns the Budget Acceptance Form attached as Exhibit D, or sends a written statement expressly accepting the budget identified by title and date; or
- Written line-item objections — Customer provides specific written objections identifying the line item and the basis for the objection. General objections, expressions of price dissatisfaction, or requests to rebudget do not constitute valid objections.

If Customer does not respond within 7 days, the Initial Budget is deemed accepted and the Contract Price is amended accordingly without further action by either party. Company will confirm deemed acceptance in writing.

4.3 Revised Budget

If Customer submits valid written objections, Company may revise the budget and transmit a Revised Budget identified by a new date. Customer has 7 days to accept or submit further objections using the same process. Company is not required to revise the budget more than once and may, in its sole discretion, reject any requested budget change.

4.4 Final Accepted Budget

Once a budget is accepted under Section 4.2 or 4.3, it becomes the “Final Accepted Budget” and amends the Contract Price. Company will attach or link the Final Accepted Budget to Exhibit A identified by document title and date. Any change after acceptance requires a signed Change Order. If Customer accepts a budget and later claims a different version was intended, that claim has no effect. The Final Accepted Budget identified in Exhibit A controls.

5. PERMITS

Company shall obtain only those permits expressly listed in Exhibit A. Company is not responsible for delay, redesign, added cost, denial, or conditions imposed by any city, county, HOA, utility company, inspector, or other third party.

6. CHANGES

A written Change Order signed by both parties is required for any addition, deletion, substitution, or other work different from or in addition to the Scope of Work. No Change Order is valid unless signed by both Customer and Company.

6.1 No Waiver by Performance

Company's crew, employees, subcontractors, or agents performing work at a Customer's verbal request, email, or other informal direction without a signed Change Order does not waive the Change Order requirement, does not incorporate that work into the Scope of Work, and does not entitle Customer to treat that work as included in the Contract Price. Work performed under those circumstances is either: (a) emergency or protective work billed at cost under Section 7; or (b) additional work for which Company may invoice Customer separately at Company's standard rates. Customer's silence or payment of a subsequent invoice does not transform informal direction into a valid Change Order.

6.2 Authorized Representative

Only the Authorized Customer Representative identified on the signature page may request, approve, or sign Change Orders on Customer's behalf. Instructions or approvals from any other person, including other occupants, family members, neighbors, lenders, HOA representatives, or Project Contractors, have no effect on this Agreement.

Company may reject any requested Change Order. Company may require payment before ordering materials or performing changed work. Company may make minor field adjustments that do not materially change design, function, quality, price, or schedule.

If Customer makes any unapproved change, all work shall immediately cease. Customer shall pay damages at the rate listed in Exhibit A from the day of the unapproved change until rectified. No work resumes until all damages are paid.

7. EMERGENCIES

If Company reasonably determines that immediate work is needed to protect people, property, completed work, plant life, drainage, irrigation, utilities, or the project site, Company may perform the minimum work necessary without a signed Change Order. Customer shall pay for emergency or protective work as billed.

8. SCHEDULE

Any start or completion date is an estimate only. Company does not guarantee any specific date. Company is not responsible for delay or extra cost caused by weather, material shortages, labor shortages, permitting, work by others, Customer delay, nonpayment, or other circumstances outside Company's reasonable control. Any such event extends the schedule and does not place Company in breach.

Time is of the essence for Customer's payment, approval, selection, access, redline, Change Order, and notice obligations.

9. CUSTOMER DUTIES

Customer shall provide access, keep work areas clear, identify property lines and known underground conditions, obtain HOA and private approvals (unless Exhibit A says otherwise), keep people and pets away from active work areas, provide water and electricity if needed, make timely decisions, pay amounts due, and communicate directions only through Company.

Customer shall locate, identify, and disclose all private utilities and underground systems not located through standard public utility locate services.

Customer shall water, prune, fertilize, protect, and maintain plant life after installation unless Exhibit A includes maintenance. Customer shall pay the cost of delay, damage, rework, plant loss, or added work caused by Customer's failure to comply with this section.

10. HIDDEN CONDITIONS

The Contract Price is based on visible site conditions and information provided by Customer before signing. Company is not responsible for hidden, unknown, concealed, or unmarked conditions, including irrigation lines, private utilities, drain lines, buried debris, rock, unsuitable soil, poor drainage, or other conditions not reasonably visible before work began.

If Company discovers a hidden condition affecting the work, Company may stop work and issue a Change Order for added work, price, and time. Customer must within 3 business days sign the Change Order, request a revised scope, or direct Company to stop and close out the project. If Customer does not timely approve, Company may terminate the unperformed portion. That termination is not a breach by Company.

Upon termination under this section, Customer shall pay the Progress-Payment Closeout Amount (the next unpaid progress payment) plus all work performed, materials ordered or committed, subcontractor charges, demobilization, cleanup, and other amounts due.

11. EXISTING SYSTEMS

Unless expressly included in Exhibit A, Company is not responsible for inspecting, repairing, or maintaining existing irrigation, drainage, utilities, retaining walls, fences, concrete, pavers, patios, lighting, structures, or other existing improvements.

If Customer or others modify, repair, replace, or disturb Company's work without Company's written approval, Customer waives any warranty or claim relating to the affected work.

12. DAMAGE

If the project, completed work, materials, or site is damaged or destroyed by weather, fire, theft, vandalism, casualty, Customer, animals, or any cause not resulting solely from Company's negligence, Customer shall pay the cost to repair, replace, or restore the work. If the estimated repair cost exceeds 20% of the Contract Price, Company may terminate the unperformed portion and invoice Customer for all amounts due.

13. MATERIALS

Company may substitute materials of similar type, quality, and appearance if specified materials are unavailable, delayed, discontinued, defective, or materially increased in price. If a substitution increases the Contract Price by more than 10%, Company will request a signed Change Order before performing the affected work.

Natural materials, plants, stone, pavers, wood, and similar products may vary in color, size, texture, and appearance. Those variations are not defects. Photographs, samples, and renderings are general references only and do not guarantee an exact match.

14. PLANT CARE

Company does not guarantee that living materials will survive, grow at a particular rate, bloom, or remain free from disease or pests. Customer shall water, prune, mow, fertilize, control pests and weeds, and maintain the landscape immediately after installation unless Exhibit A expressly includes ongoing maintenance.

Any watering or maintenance instructions from Company are general guidance only. Customer's failure to properly maintain the landscape voids any warranty for affected plant life, sod, seed, soil, or related work.

15. COMPLETION

The work is substantially complete when Company determines in good faith that the work can be used for its intended purpose, even if minor punch-list items remain. Company may give written notice of substantial completion by email or written invoice sent to Customer's email address on file. A text message does not constitute valid notice of substantial completion.

Customer must inspect the work upon substantial completion and provide a written punch list within 3 business days. Failure to provide a punch list within that period is acceptance of the work as substantially complete and a waiver of the right to later identify punch-list items, except for timely warranty claims made under Section 17.

15.1 What Qualifies as a Valid Punch-List Item

A valid punch-list item must: (a) identify specific work expressly required by Exhibit A or the Final Approved Drawings; and (b) describe a material deviation from workmanlike standards or a material nonconformance with Exhibit A. The following are not valid punch-list items and Company has no obligation to address them:

- Work not included in Exhibit A or the Final Approved Drawings;
- Aesthetic preferences, personal taste, or subjective dissatisfaction with work that conforms to Exhibit A;
- Pre-existing conditions, hidden conditions, or conditions caused by Customer, third parties, weather, or circumstances outside Company's reasonable control;
- Natural variation in color, texture, size, or appearance of stone, pavers, wood, plants, or other natural materials.

Company may dispute any punch-list item in good faith. Disputed items do not entitle Customer to withhold final payment. Final payment is due upon substantial completion regardless of any outstanding punch-list dispute.

16. TERMINATION

Customer may not terminate this Agreement for convenience after work begins unless Company agrees in writing. If Customer terminates, cancels, suspends, or prevents Company from continuing before substantial completion, Customer is in material breach.

Customer and Company agree that the Progress-Payment Closeout Amount is a reasonable estimate of Company's damages and serves as liquidated damages, not a penalty. Customer shall also pay all work performed, materials ordered or committed, subcontractor charges, demobilization, cleanup, and other amounts due.

Company may terminate if Customer fails to pay, fails to provide access, fails to sign a needed Change Order, delays or interferes with work, hires others to perform or modify Company's work without approval, or otherwise breaches this Agreement.

17. WARRANTY

Company warrants that Company's work will be performed in a workmanlike manner and will substantially conform to Exhibit A.

17.1 Notice Requirement

Unless Exhibit A provides a different period, Customer must give Company written notice of any claimed workmanship defect within one year after substantial completion. In addition, Customer must give notice within 7 days after the earlier of: (a) the date Customer first observes or is told about the condition; (b) the date a written report, inspection, or third-party communication identifies the condition; or (c) the date a reasonable visual inspection of the property would have revealed the condition. All warranty notices must be sent by email to Company's designated email address listed in this Agreement. A text message, voicemail, verbal statement, or social media message does not constitute valid warranty notice regardless of its content. Failure to give timely and sufficient written notice by email voids the warranty claim to the fullest extent allowed by law.

Customer must allow Company a reasonable opportunity to inspect and correct any covered issue before Customer hires anyone else to repair, replace, modify, or complete the work. If Customer hires others without first giving Company that opportunity, Customer waives the warranty claim for the affected work. Customer's exclusive remedy for covered warranty work is repair, replacement, or correction, as Company reasonably determines.

Unless a separate written plant warranty is included in Exhibit A, Company does not warrant that plants, trees, shrubs, flowers, sod, seed, or other living materials will survive or perform after installation. Manufacturer, supplier, and specialty-trade warranties are provided by those parties directly; Company does not independently guarantee them.

Company's warranty does not cover damage or failure caused by weather, water, drainage, freezing, heat, drought, animals, pests, disease, chemicals, vandalism, watering, lack of watering, pruning, mowing, fertilizing, irrigation settings, maintenance, normal wear and tear, settling, fading, color or texture variation, work by others, hidden conditions, misuse, or any condition outside Company's reasonable control.

18. WARRANTY DISCLAIMER

TO THE FULLEST EXTENT ALLOWED BY LAW, COMPANY DISCLAIMS ALL WARRANTIES NOT EXPRESSLY STATED IN THIS AGREEMENT, INCLUDING ANY WARRANTY RELATED TO GOODS OR MATERIALS PROVIDED AS PART OF THE WORK, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, COURSE OF DEALING OR USAGE OF TRADE, HABITABILITY, OR ANY OTHER IMPLIED WARRANTY RELATING TO ANY STRUCTURE, IMPROVEMENT, OR PORTION OF THE PROJECT. CUSTOMER ACKNOWLEDGES THAT CUSTOMER IS RELYING ONLY ON THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT.

19. REMEDIES AND LIABILITY

Company is not liable for indirect, incidental, special, consequential, punitive, or exemplary damages, including loss of use, loss of enjoyment, emotional distress, delay damages, or lost profits.

Company's total liability will not exceed the amount Customer paid Company for the specific work giving rise to the claim. This limitation does not apply to liability that cannot be limited by law.

If Customer breaches this Agreement, wrongfully terminates, refuses to approve or pay for required changed work, prevents Company from completing the work, hires others to perform Company's scope without written approval, or otherwise causes Company to lose the benefit of this Agreement, Company may seek recovery of lost profits, lost contract margin, unrecovered overhead, lost scheduling capacity, attorney fees, collection costs, lien costs, and any other damages available under this Agreement or applicable law.

Nothing in this Agreement requires Company to disclose its internal pricing, profit margin, markup, overhead allocation, supplier pricing, or estimating methods except as required by court order.

20. INSURANCE

Company shall maintain commercially reasonable insurance for its work.

Customer shall maintain property insurance for the project site and for personal property, existing improvements, structures, landscaping, and materials located at the project site.

21. DOCUMENTS, INTELLECTUAL PROPERTY, AND PHOTOGRAPHY

Plans, drawings, designs, estimates, specifications, proposals, and other documents prepared by Company remain Company's property. Customer may use those documents only for this project while Company is performing the work.

If Customer uses, copies, shares, modifies, or provides Company's documents to another contractor or for another project without Company's written consent, Customer is in material breach. Liquidated damages for IP misuse are listed in Exhibit A. Company may also seek injunctive relief, lost profits, attorney fees, and any other available remedy.

21.1 Photography and Marketing License

Customer grants Company a nonexclusive, royalty-free, perpetual license to photograph, record, and use images and video of the project and completed work for Company's portfolio, marketing materials, website, social media, advertising, and promotional purposes. Company will not identify Customer by name, address, or other personally identifying information in any public-facing use of project images without Customer's prior written consent. This license survives termination or expiration of this Agreement.

22. DISPUTE RESOLUTION AND GENERAL TERMS

22.1 Mandatory Pre-Litigation Mediation

Before either party files any lawsuit, lien foreclosure action, or other legal proceeding arising out of or related to this Agreement (except for actions seeking injunctive or emergency relief, lien recording, or collection of amounts not genuinely disputed), the parties shall attempt to resolve the dispute through good-faith mediation. The party seeking mediation shall send written notice to the other party identifying the dispute and requesting mediation. The parties shall agree on a mediator within 10 business days of that notice. If the parties cannot agree, either party may request that a mediator be appointed under the American Arbitration Association (AAA) Commercial Mediation Procedures. Mediation costs shall be split equally. Mediation shall be completed within 45 days of the mediator's appointment unless both parties agree in writing to extend that period. Failure to participate in mediation in good faith entitles the other party to recover additional attorney fees incurred as a result of that failure.

Nothing in this Section prevents Company from recording or enforcing a mechanic's lien, stopping work for nonpayment, or seeking emergency or injunctive relief while mediation is pending.

22.2 Governing Law and Venue

Idaho law governs this Agreement. If litigation proceeds after mediation, the parties agree that the state courts of Ada County, Idaho have exclusive jurisdiction. The prevailing party in any lawsuit, lien action, or collection action is entitled to recover reasonable attorney fees, expert witness fees, lien fees, and costs, including fees incurred in mediation, preparation for litigation, and any appeal.

22.3 Notices

All notices, claims, approvals, objections, acceptances, rejections, and other written communications required or permitted under this Agreement must be sent by email to the receiving party's email address as stated in this

Agreement or as updated in writing. A notice is effective when sent to the correct email address, unless the sender receives an automatic delivery-failure notification, in which case the sender must promptly re-send to an updated address. Text messages, voicemails, verbal statements, and social media messages do not constitute valid notices under this Agreement for any purpose, including notice of disputes, warranty claims, Change Order requests, punch-list submissions, or termination. Each party shall maintain a current email address on file with the other party and promptly notify the other party by email of any change.

22.4 General Provisions

A waiver is effective only if in writing and signed by the waiving party. If any part of this Agreement is invalid or unenforceable, the remaining parts remain enforceable. Each signatory represents that the person has authority to bind the party. This Agreement, Exhibit A, and any signed Change Orders are the entire agreement between the parties.

23. IDAHO CODE §45-525 DISCLOSURES

Before signing this Agreement, Customer has the following rights under Idaho Code §45-525:

- Customer has the right, at Customer's reasonable expense, to require Company to obtain lien waivers from subcontractors providing services or materials to Company.
- Customer has the right to receive from Company proof that Company maintains a general liability insurance policy, including completed operations, and proof of workers' compensation insurance for Company's employees as required by Idaho law.
- Customer has the opportunity to purchase an extended policy of title insurance covering certain unfiled or unrecorded liens.
- Customer has the right to require, at Customer's expense, a surety bond in an amount up to the value of the construction project.

By approving the estimate sent from Top Of The Mountain Construction LLC you agree to these terms above and acknowledge the estimate you received and agreed to is the main agreement of the work to be performed. Additional estimates or change orders can be produced as the project progresses with changes that occur or are desired and agreed upon.

SIGNATURES

It is agreed and understood that this Agreement constitutes the entire understanding between the parties. There are no verbal understandings changing or modifying any of the terms of this Agreement. THE AGREEMENT SHALL NOT BECOME BINDING UNTIL SIGNED BY COMPANY'S AUTHORIZED AGENT AND CUSTOMER.

By signing below, Customer acknowledges receipt and review of the Idaho Code §45-525 disclosures set forth in Section 23 of this Agreement.

Company: Top of the Mountain Construction, LLC

Print Name of Authorized Agent

Signature of Authorized Agent Date

Customer 1:

Print Name

Signature — Acknowledging Receipt of §45-525 Disclosures (Section 23) Date

Customer 2 (if applicable):

Print Name

Signature — Acknowledging Receipt of §45-525 Disclosures (Section 23) Date

Authorized Customer Representative (for Approvals and Change Orders):

_____

EXHIBIT A

Scope of Work, Pricing & Fee Schedule

Project Address	Customer Name(s)

Scope of Work

INCLUDED WORK	EXCLUDED WORK

Design Services Included: ☐ Yes ☐ No **Permitting Services Included:** ☐ Yes ☐ No

Materials, Plants & Selections

PRODUCT / MATERIAL NAME	SIZE / QTY	DETAILS / NOTES

Final Approved Drawings

Document Title	
Version / Date	
Page Count	

File Format	
Transmitted By	☐ Email ☐ Physical Copy ☐ Digital Link
Customer Approval Method	☐ Signed Exhibit C ☐ Written Statement ☐ Deemed Approved (no response within 7 days)

Progress Payment Schedule

MILESTONE / PHASE	PAYMENT AMOUNT	DUE DATE / TRIGGER

Final Accepted Budget

Budget Document Title	
Budget Date	
Total Contract Price	
Acceptance Method	☐ Signed Exhibit D ☐ Written Statement ☐ Deemed Accepted (no response within 7 days)

Fee Schedule

All fees below are incorporated into this Agreement. Customer acknowledges receipt and agreement of these amounts.

FEE / CHARGE	AMOUNT	NOTES
10% Nonrefundable Deposit	$_____	Due at signing
Permitting Deposit (if applicable)	$1,500	Nonrefundable; covers permit fees & time
Construction Deposit	10% of Contract Price	Due upon completion of design & specs
Progress Payments	Per schedule below	Monthly invoices; due upon receipt
Late Payment Interest	1.5% / month	Accrues on past-due balances

Late Final Payment Charge	$500 / month	After substantial completion notice
Design Revision (after Redline)	$90 / hour	Plus $200 change-request fee
Change Order Fee (pre-construction)	$200	Per change request
Change Order Fee (during construction)	$300	Per change request
Change Order — Unapproved (penalty)	$500 / day or 10% of Company fee	Whichever is greater; until rectified
Customer Non-Performance / Termination	25% admin + 10% lost profit	Of Contract Price; due immediately
IP / Document Misuse Liquidated Damages	$4.00 / sq ft of plan	In addition to non-performance damages
Change Order over $1,000 (progress pmt)	10% of change order amount	Additional progress payment required

Project Notes

This Exhibit A, together with the Landscaping Services Agreement and any signed Change Orders, constitutes the entire understanding between the parties regarding the Scope of Work. The Final Approved Drawings identified above are incorporated by reference. In the event of any conflict between the Final Approved Drawings and the written terms of this Agreement or Exhibit A, the written terms control. No drawing, sketch, rendering, photograph, or image not identified above as Final Approved Drawings is part of this Agreement.

Purchaser(s) Signature:

Signature _____ Date _____

Signature _____ Date _____

EXHIBIT B

Change Order Form

Project Address	Change Order No.	Date

Changed Work:

Price Change ($)	Required Deposit / Advance Payment	Schedule Impact

This Change Order is not valid unless signed by both Customer and Company. Company is not required to perform the changed work unless both parties sign.

Company Authorized Agent Signature Date

Customer Signature Date

EXHIBIT C

Drawing Approval Form

Use this form to approve drawings under Section 3.4 of the Landscaping Services Agreement

Customer Name(s)	
Project Address	
Agreement Date	

Drawing(s) Being Approved

DOCUMENT TITLE	VERSION / DATE	PAGE COUNT	FILE FORMAT

Customer Statement of Approval

I/We have reviewed the drawings identified above and approve them as the Final Approved Drawings to be incorporated into the Landscaping Services Agreement. I/We understand that: (1) these drawings govern the scope of work; (2) if these drawings conflict with the written Agreement or Exhibit A, the written terms control; (3) no other drawing, sketch, rendering, photograph, or image is part of the Agreement; and (4) any change after this approval requires a signed Change Order.

Customer 1 Signature _____ Date _____

Customer 1 Printed Name _____

Customer 2 Signature (if applicable) _____ Date _____

Customer 2 Printed Name _____

Company Authorized Agent Signature _____ Date _____

Once signed by all parties, this Exhibit C is incorporated into the Landscaping Services Agreement. Company will attach or link a copy of each approved drawing to this form for the project record.

EXHIBIT D

Budget Acceptance Form

Use this form to accept a project budget under Section 4.2 of the Landscaping Services Agreement

Customer Name(s)	
Project Address	
Agreement Date	
Budget Document Title	
Budget Date	
Total Budget Amount	

Customer Statement of Acceptance

I/We have reviewed the budget identified above. I/We accept that budget as the Final Accepted Budget, which amends the Contract Price to the total amount stated above. I/We understand that: (1) this acceptance is binding and amends the Contract Price; (2) any further change to the scope or price requires a signed Change Order; (3) general dissatisfaction with the price or a request to rebudget after this acceptance is not a valid basis to withhold payment; and (4) if we accepted this budget without signing this form (deemed acceptance after 7 days without response), Company's written confirmation of that deemed acceptance has the same effect as this signed form.

Line-Item Objections (if any — complete before signing):

LINE ITEM	OBJECTION / REQUESTED CHANGE	COMPANY RESPONSE

Customer 1 Signature _____ Date _____

Customer 1 Printed Name _____

Customer 2 Signature (if applicable) _____ Date _____

Customer 2 Printed Name _____

Company Authorized Agent Signature _____ Date _____

Once signed (or deemed accepted), this Exhibit D is incorporated into the Landscaping Services Agreement and the Contract Price is amended accordingly.