



OLSON TOON LANDSCAPING INC.

4387 SCHWARTZ RD. MIDDLETON, WI 53562

PHONE (608) 827-9401 FAX (608) 827-9402

PROPOSAL / CONTRACT

Job Number:	
Date Originated:	
Date Printed:	26-Jun-15

Proposal submitted to		Work to be performed at	
Name	Siegel Gallagher Management	Name	Village on Park
Street	252 E Highland Ave	Street	2222 S. Park St.
City	Milwaukee	City	Madison County
State	WI Zip 53202	State	WI
Phone	608.385-5748 Fax	Contact	Jamah

WORK TO BE PERFORMED		PRICE
REMOVE DYING ELM TREE ON NORTH EAST CORNER OF LIBRARY BUILDING INCLUDES ALL CLEANUP AND REMOVAL.	*	\$1,965.00
STUMP GRINDING AND CLEANUP OF THE TREE STUMP	*	\$330.00

I have read and agree to the terms and conditions stated on the reverse side of this contract. Owner Signature: Date:	PAYABLE UPON COMPLETION	SUBTOTAL		\$2,295.00
		SALES TAX	*	\$126.23
		TOTAL		\$2,421.23

Landscape Terms & Conditions

Acceptance: Prices, specifications, and conditions as outlined in this proposal/contract are satisfactory and hereby accepted. Olson Toon Landscaping Inc. is authorized to do the work as specified in this proposal/contract. Payment will be made as set forth below. This proposal may be withdrawn by Olson Toon Landscaping, Inc. if not accepted within 30 days.

Permits & Fees: The Owner is responsible for securing & paying for all applicable permits. Olson Toon Landscaping, Inc. will help in coordinating and assisting in the permit application process.

Payment Terms: A **40% down payment** is required at the time of acceptance. Unless terms are specified to the contrary, full payment is required upon completion. If payment in full is not received within thirty (30) days of project completion, or other previously arranged date, a finance charge of 1.5% per month (18% APR) will be added.

Breach of Contract: In the event the Owner fails to pay as required by this agreement, any fees or costs incurred by Olson Toon Landscaping, Inc. in the demand or prosecution of collection activities, including attorneys' fees, will be borne by the Owner.

Scheduling: Work shall be scheduled upon receipt of a signed contract and down payment. Actual construction schedule is affected by current workload, weather, and product availability. Olson Toon Landscaping, Inc. shall not be responsible for delays due to causes beyond our control, including but not limited to accidents, fires, & weather.

Acts of God: Strikes, accidents, inclement weather or other "acts of god" which cause damage to the work performed, death of nursery stock or delays are beyond our control and do not constitute non-performance or liability on our behalf.

Early Termination of Contract: In the event that Olson Toon Landscaping, Inc. terminates this Agreement for cause, or Owner terminates this Agreement early without cause, Owner shall be obligated to pay for all services actually received, plus Olson Toon Landscaping, Inc.'s loss, based on the number of occasions services would have been provided had the Agreement not been terminated early, for the remaining term of the Agreement.

Opportunity to Cure: In the event of default by Olson Toon Landscaping, Inc. for failure to complete work in a timely fashion, or to Owner's reasonable satisfaction, this Agreement cannot be terminated by customer unless, prior to such termination, Olson Toon Landscaping, Inc. is given reasonable notice of such default, and an opportunity to cure. Olson Toon Landscaping, Inc. shall have ten (10) business days from receipt of written notice to cure any alleged defects or deficiencies.

Plant Guarantee: Because of the perishable nature of nursery stock their success depends upon the care given them by the purchasers. All nursery stock is guaranteed for **one (1) year from the date of installation**. Any nursery stock which dies during this guarantee period will be replaced, one time only, either during or at the end of the warranty period, at no charge to the owner. All replaced nursery stock will not be covered by a guarantee. In case of negligence, rodents, or vandalism, this guarantee is not valid.

Lawn Guarantee: The stand of grass and quality of your lawn depends on the care given after the seeding or sodding and, therefore, cannot be guaranteed by contract. However, we will guarantee that only the best available products are used for the installation of your turf grass area. Guaranteed stand and extended maintenance available upon request.

Additions, Revisions, and Damage: Additions to the contract specifications involving extra costs or work, arising out of Owner's breach of this Agreement, will require prior written approval (change order form) and will become an extra charge over and above the amount set forth in this agreement. Olson Toon Landscaping, Inc. will not be liable for damage resulting from unmarked or improperly marked plantings, lighting utilities or other above ground or below ground improvements. Olson Toon Landscaping, Inc. will not be responsible for subsurface drainage, hydrostatic pressure, settling around foundation walls or the like, gas lines, water valves, lighting utilities and property stakes not visible or marked.

Digger's Hotline & Utilities: Olson Toon Landscaping, Inc. will be responsible for contacting Digger's Hotline to locate utilities on Owner's property. Contractor will not be responsible for damage to transmission facilities which include utility services such as: natural gas, electric, septic, cable, telephone, or any such services not visible or marked.

NOTICE OF LIEN RIGHTS: As required by Wisconsin construction lien law, Olson Toon Landscaping, Inc. hereby notifies Owner that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on Owner's land may have lien rights on Owner's land and buildings if not paid. Those entitled to lien rights, in addition to Olson Toon Landscaping, Inc., are those who contract directly with the Owner or those who give the Owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for construction. Accordingly, Owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction and should give a copy of each notice received to the mortgage lender, if any. Olson Toon Landscaping, Inc. agrees to cooperate with the Owner and the Owner's lender, if any, to see that all potential lien claimants are duly paid.