



## Commercial TERMS AND CONDITIONS

**1. Payment Terms:**

Completed work to be invoiced monthly. Terms: Net 30 days. Balance due 30 days from completion. In the event work cannot be completed due to weather, buyer will pay for completed portion only. There will be a service charge of 1.5% on the unpaid balance, due each month, until the balance is paid in full. All materials and articles furnished hereunder shall remain the property of Beary Landscaping, Inc., until all payments specified herein have been paid in full. Beary Landscaping, Inc., retains the right to access and enter the property to regain possession of such property without notice. In the event any legal or other action is taken to collect the amount due hereunder, buyer agrees to pay the seller any attorney fees, court costs, collection costs and all other expenses. All work must be paid in full for guarantee to be valid. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation by the buyer or agent from specifications involving extra costs will be performed and will become an extra charge over and above the contract. All agreements contingent upon strikes, accidents, or delays beyond our control. Buyer to carry fire, tornado, and other necessary insurance. Our workers are fully covered by workman's compensation insurance.

**2. Guarantee:**

- A) Landscaping: Beary Landscaping, Inc., warrants replacement of plant material for a period of one year following date apply to damage to material caused by animals, insects, fungus, vandalism, snow plowing or salting, or acts of God such as lightning, wind, or drought. All material is to be guaranteed as specified.
- B) Brick Paving and Retaining Walls: Beary Landscaping, Inc., guarantees its brick paving work against cracking, heaving, and settling caused by Beary Landscaping, Inc., for a period of two years from date of installation. Seller shall not be liable for settling or cracking of any existing stoops, steps, mason work, or landings due to any excavation or brick paving process. Buyer acknowledges that lawn and landscape damage, in conjunction with and adjacent to the newly paved areas, is inevitable. Repairs of these areas are not covered by this contract. Guarantee is void against settling if brick edging is not properly backfilled by buyer.

**3. Sub Grade Hidden Obstacles:**

Seller hereby disclaims all liability for damages suffered to any underground buried objects such as septic tanks, sewers, cables, pipes, wires, underground sprinkler systems, and other objects hidden underground, unless buyer shall first put seller on notice in writing that such items exist and the exact location thereof.

**4. Miscellaneous:**

Buyer shall secure any permit or license necessary for the performance of the work specified herein. Buyer hereby warrants that he/she is the owner of the property upon which the work is to be performed, or is the authorized agent to have such work performed. Buyer grants Beary Landscaping permission to photograph site for promotional uses. Buyer holds seller harmless for damages suffered by buyer or any other persons (excluding employees of Beary Landscaping, Inc.) on the property of buyer as a result of all work performed by seller. This includes damages to, but is not limited to the items specified in this contract. All agreements of the parties as of the date hereof are contained in this agreement, and the parties shall be bound both individually and collectively, by all the terms and provisions contained herein.

Signed  Date 9/29/09  
Beary Landscaping, Inc.

This proposal may be withdrawn if not accepted within 30 days.

Contract Order #	<u>2008-2909</u>	<u>32,321.65</u>
	<u>2008-2918</u>	<u>\$700.00</u>
	<u>2008-2917</u>	<u>\$3,303.94</u>
		<u>\$36,325.59</u>

Total All Contracts

**Acceptance of Proposal** – The prices, specifications, and conditions are satisfactory and are hereby accepted. I have read and received a copy of the Terms and Conditions. Beary Landscaping is authorized to do the work as specified.

Customer Signature  Date September 22, 2008

Nicole Milovich-Walters



Estimate No. 2008-2909

**BEARY LANDSCAPING, INC.**

15001 W. 159TH ST.  
LOCKPORT, IL 60491

Telephone: 815-838-4100 Fax: 815-838-3200

Bill to:

VILLAGE OF PALOS PARK  
8999 W. 123RD STREET  
PALOS PARK, IL 60464

Ship To

PALOS PARK METRA STATION  
123RD. STREET  
PALOS PARK, IL

Date	Project		TERR.	Estimator
8/6/2008	METRA STATION AREA/ISLANDS		NH	KT
Customer Contact		Customer Phone	Customer Fax	Customer E-mail
RACHEL KAPLAN		708-671-3720	708-448-9542	
Item	Qty	Description	Unit Price	Total
		STATION AREA		
C SUGR18	97	GRO-LOW SUMAC 18 IN	38.00	3,686.00
C JUAN18	24	ANDORRA YOUNG JUNIPER 18 IN	38.00	912.00
C NIDI30	5	DIABOLO NINEBARK 30 IN	60.00	300.00
C VIAR30	20	ARROWWOOD VIBURNUM 30 IN	38.00	760.00
C GRFEREKF	29	KARL FOERSTER FEATHER REED GRASS 3 GAL	25.05	726.45
C PEDACHFI	62	CHICAGO FIRE DAYLILY 1 GAL	11.00	682.00
C SO	25	YDS, PULVERIZED TOPSOIL	35.16	879.00
C MUHASH	20	YDS, HARDWOOD MULCH	57.06	1,141.20
TRANSPLANT	24	TRANSPLANT	20.00	480.00
REMOVE		REMOVAL OF LANDSCAPING MATERIAL	0.00	0.00
				9,566.65
		ISLANDS		
C SUGR18	408	GRO-LOW SUMAC 18 IN	38.00	15,504.00
C NIDI30	44	DIABOLO NINEBARK 30 IN	60.00	2,640.00
C SO	50	YDS, PULVERIZED TOPSOIL	35.16	1,758.00
C MUHASH	50	YDS, HARDWOOD MULCH	57.06	2,853.00
				22,755.00
Total				0.00
			<b>Total</b>	\$32,321.65



Estimate No. 2008-2918

**BEARY LANDSCAPING, INC.**

15001 W. 159TH ST.  
 LOCKPORT, IL 60491

Telephone: 815-838-4100 Fax: 815-838-3200

Bill to:

VILLAGE OF PALOS PARK  
 8999 W. 123RD STREET  
 PALOS PARK, IL 60464

Ship To

PALOS PARK METRA STATION  
 123RD. STREET  
 PALOS PARK, IL

Date	Project		TERR.	Estimator
8/6/2008	CLEAN UP		NH	KT
Customer Contact		Customer Phone	Customer Fax	Customer E-mail
RACHEL KAPLAN		708-671-3720	708-448-9542	
Item	Qty	Description	Unit Price	Total
CLEAN UP LAB...	1	CLEAN UP LABOR + <i>Spray</i>	700.00	700.00
Total				0.00
			<b>Total</b>	\$700.00



Estimate No. 2008-2917

**BEARY LANDSCAPING, INC.**

15001 W. 159TH ST.  
LOCKPORT, IL 60491

Telephone: 815-838-4100

Fax: 815-838-3200

Bill to:

VILLAGE OF PALOS PARK  
8999 W. 123RD STREET  
PALOS PARK, IL 60464

Ship To

PALOS PARK METRA STATION  
123RD. STREET  
PALOS PARK, IL

Date	Project		TERR.	Estimator
8/6/2008	METRA ENTRY & PENINSULA		NH	KT
Customer Contact		Customer Phone	Customer Fax	Customer E-mail
RACHEL KAPLAN		708-671-3720	708-448-9542	
Item	Qty	Description	Unit Price	Total
C NIDI30	10	ENTRY AREA DIABOLO NINEBARK 30 IN	60.00	600.00
C VIAR30	11	ARROWWOOD VIBURNUM 30 IN	38.00	418.00
C GRFEREKF	10	KARL FOERSTER FEATHER REED GRASS 3 GAL	25.05	250.50
C SO	3	YDS, PULVERIZED TOPSOIL	35.16	105.48
C MUHASH	5	YDS, HARDWOOD MULCH	57.06	285.30
				① 1,659.28
C JUAN18	12	PENINSULA ANDORRA YOUNG JUNIPER 18 IN	38.00	456.00
C SO	1	YDS, PULVERIZED TOPSOIL	35.16	35.16
C MUHASH	1	YDS, HARDWOOD MULCH	57.06	57.06
				548.22
		NOTE: TO USE SUMAC IN PENINSULAS IN PLACE OF JUNIPER DOES NOT CHANGE THE COST		
				② ← Per Unit
				3 peninsula → 1,644.66
				<b>\$3,303.94*</b>
			<b>Total</b>	<del>                    </del>