



STRATA KAS953
391 FARRELL STREET
06-NOV-23
PENTICTON, BRITISH COLUMBIA
V2A 4G4

Sales: Dayton
(Option 2) -Maintenance | EST3500553 | 2026
391 Farrell Street Penticton, British Columbia V2A 4G4

Est ID: EST3500553
Date: Jan-21-2026

Email: Chrishawk@shaw.ca
Phone: 2504905001

This contract will begin March 1st, 2026, and end October 31st, 2026.

March will consist of an irrigation start-up and assessment (free with contract), power raking of all grass areas (free with contract), and approximately 8 hours of pruning, hedge trimming, weed removal, garbage removal, and general spring clean-up of garden/rock beds for two Maintenance Technicians.

From April 1st to October 1st, there will be one visit a week (Bi-weekly July & Aug). Each visit will consist of a complete lawn servicing including mowing, edging and clean up of debris. From April 1st to October 1st there will be one visit every two weeks consisting of approximately 1 hour of pruning, weeding, herbicide application, garbage removal, and general clean-up of garden and rock bed areas with two Maintenance Technicians. A fertilizer application will be implemented for grass areas in spring, summer, and fall (free with contract).

The period of October 15th - October 31st will consist of aeration servicing (free with contract) and approximately 8 hours of pruning, leaf clean-up, garbage removal, and other general cleanup for 2 Maintenance Technicians. An irrigation blowout will be completed at the end of the season (free with contract).

The total contract price will be divided into 8 months of equal payments. Payments are NET 21 Terms.

For accounts exceeding 31 days of non-payment, services will be suspended until the balance has been paid.

CONTRACT SERVICES	Season Price
Spring Cleanup	\$1,040.00
Power Raking	\$0.00
Irrigation - Startup	\$0.00
Reoccurring Turf Management	\$1,610.00
Reoccurring Maintenance	\$1,200.00
Fert-Spring	\$0.00
Fert-Summer-Late	\$0.00

CONTRACT SERVICES		Season Price
Fert-Fall		\$0.00
Aeration		\$0.00
Irrigation - Winterization		\$0.00
Fall Cleanup		\$1,120.00
SubTotal (All Contract Services)		\$4,970.00
Taxes		\$248.50
Total (All Contract Services)		\$5,218.50

The total price of all seasonal services is \$4,970.00 collected in 8 payments of \$621.25 per payment (\$652.31 after tax).

CONTRACT PAYMENT SUMMARY

Contract Start Date March 1, 2026		PO #
Contract End Date November 1, 2026		Contract #
01-Mar-2026	Monthly Contract Services [March - 2026]	\$621.25
01-Apr-2026	Monthly Contract Services [April - 2026]	\$621.25
01-May-2026	Monthly Contract Services [May - 2026]	\$621.25
01-Jun-2026	Monthly Contract Services [June - 2026]	\$621.25
01-Jul-2026	Monthly Contract Services [July - 2026]	\$621.25
01-Aug-2026	Monthly Contract Services [August - 2026]	\$621.25
01-Sep-2026	Monthly Contract Services [September - 2026]	\$621.25
01-Oct-2026	Monthly Contract Services [October - 2026]	\$621.25

TERMS + CONDITIONS

All quoted hours for services provided under this contract include drive time necessary to travel to and from the work site. The time spent traveling to the location and returning will be calculated as part of the total hours billed. No additional charges for drive time will be applied unless otherwise agreed upon in writing by both parties.

Work done by the Contractor will conform to local codes and applicable government regulations. The Contractor employees have been trained to work safely and are aware of local labor regulations. The Contractor is insured for public liability and property damage in the amount of 5 million dollars. The Contractor is covered under the Workplace Safety & Insurance Board. Our Workplace Safety & Insurance Board number is 106105. Any and all incidents resulting in actual, apparent or potential damage or injury must be reported to the Contractor as promptly as possible.

The Client will hold harmless and indemnify the Contractor for any and all claims, actions, liabilities, obligations, costs, expenses, fees, etc., for its failure to do so. The Client will hold harmless and indemnify the Contractor for any and all claims, actions, liabilities, obligations, costs, expenses, fees, etc. arising from the following incidents resulting in actual, apparent or potential damage or injury: In any and all cases in which the Contractor is restricted by the Owner from determining necessary services at its discretion. In any and all cases in which the damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arise as the result of incidents occurring on areas of the property not serviced by the Contractor. In any and all cases in which the damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arise as the result of incidents occurring during times in which the Contractor is restricted from accessing the property to perform its duties. Any property including fences, light posts, patios etc., damaged by the Contractor will be restored to its original condition at our expense. Client agrees to indemnify, defend and hold harmless Contractor, and its officers, employees, directors, representatives and agents (each, an "Indemnified Party"), from and against any and all claims, losses, settlements, fines, liabilities, damages, deficiencies, costs or expenses (including interest, penalties and attorneys' fees and disbursements) ("Damages") suffered, sustained, incurred or required to be paid by any such Indemnified Party due to, based upon, arising out of, in connection with, or otherwise in respect of: (i) the performance of the Services contemplated hereby or otherwise as a result of any acts or omissions by Client, its employees, agents, representatives and clients, (ii) failure by Client to perform its obligations under this Agreement, or (iii) enforcement of this paragraph. This paragraph shall survive the termination of this Agreement.

All aspects of these specifications may be amended upon mutual agreement. Any such changes shall be in writing only and thereafter form a part of this contract.

It is understood and agreed upon that either party may terminate this contract, without cause, upon delivery of sixty (60) days written notice of termination to the other party.

SNOW REMOVAL - DRIVEWAYS, WALKS, AND OTHER PAVED SURFACES

Prior to the commencement of snow removal operations, representatives of Client and Contractor shall inspect the site and document existing conditions. Contractor will not be responsible for any damage to driveways, expansion joints, walks, and other paved surfaces resulting from treatments with calcium chloride (or equivalent) or salt/sand materials. Contractor is not responsible for cosmetic scrapes on driveways, parking surfaces, or sidewalks, or damage to concrete or paved surfaces. Client acknowledges that concrete will crack under the ordinary stress of freezing and thawing, and cracked concrete will not be the responsibility of Contractor during driveway, parking surface, or sidewalk snow removal or de-icing treatments. Contractor will not be responsible for damage to objects (e.g., garbage containers, planters, statues, etc.) left in snow plow areas. Damage to vehicles and structures caused by snow plows, equipment, or vehicles shall be the responsibility of Contractor; Contractor shall not be responsible for damage to turf, plant materials or property of any kind caused by snow melting or de-icing materials.

SNOW REMOVAL - SERVICE:

Contract allows for up to 25 total services without additional charge. As a contingency a flat rate of \$200.00 will be charged additionally per service in the extremely rare event that our snow removal services are provided in excess of 25 times. If a snowfall event happens outside of the contracted 4 month term the service will be included within the 25 total services and will not be charged additionally.

MISCELLANEOUS

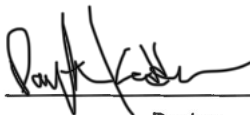
This Agreement shall be construed in accordance with and governed by the laws of the province in which Services are performed. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal

representatives, successors, and assigns; provided that, Client may not assign this Agreement, nor any of its rights, interests, or obligations hereunder, without the prior written consent of Contractor. This Agreement and any exhibits attached hereto or thereto set forth the entire agreement and understanding between the parties as to the subject matter hereof and merge and supersede all prior discussions, agreements and understandings of any and every nature between them as to the subject matter hereof. This Agreement may be amended, modified, supplemented or altered only by a written agreement signed by both Client and Contractor. Any failure of a party to comply with any obligation, covenant, agreement or condition herein may be waived, but no such waiver shall be effective unless such waiver is in writing and is signed by the party against whom the waiver is to be effective. Such waiver shall not operate or be construed as a waiver of any other or subsequent breach of such or any other provision. The parties agree that any conflict as between the provisions set forth in this Agreement and any provisions set forth the Specification Sheet or any other document incorporated into this Agreement, the provisions of this Agreement shall prevail.

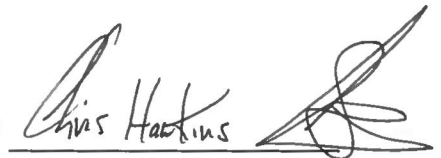
PAYMENT TERMS:

All invoices are due for payment within **30 days** from the invoice date, unless otherwise agreed upon in writing. A **5% simple interest per month** will be applied to any outstanding balance that remains unpaid after the due date. **Simple Interest of 5% per month** will be charged on any overdue balance for up to **90 days** from the invoice due date. The interest will be calculated on the **outstanding principal balance** each month and will accrue monthly for the duration of the overdue period. **Accounts Exceeding 90 Days.** Any account that remains unpaid for **more than 90 days** will be referred to a **third-party collections agency** for further action. The client will be responsible for **all additional fees** incurred during the collections process. **Collections Fees - For Commercial Accounts:** A **25% collections fee** will be added to the outstanding balance if the account is submitted to collections. **For Consumer Accounts:** A **30% collections fee** will be added to the outstanding balance if the account is submitted to collections. The collections fee will be based on the total amount owed at the time the account is referred to collections and will be added to the outstanding balance. All payments, interest charges, and collection fees will be in compliance with applicable **laws and regulations** of **British Columbia** and **Canada**, including the **Criminal Code of Canada** regarding interest rates. In the case of consumer accounts, all collection practices will adhere to the applicable **Consumer Protection Act** and **Business Practices and Consumer Protection Act** in British Columbia. By accepting services or goods provided by Diverse Economy Ltd. DBA Southern Interior Landscaping, the client agrees to these **Terms and Conditions**. If the client has any questions or disputes regarding this agreement, they should notify Diverse Economy Ltd. DBA Southern Interior Landscaping within 15 days of receiving the invoice. These terms clearly outline the interest charges, collection fees, and responsibilities for both **commercial** and **consumer** accounts.

Estimate authorized by:


Dayton

Estimate approved by:


Chris Hawkins

Signature Date:

01/21/2026

Signature Date:

Feb 9th, 2026

Email:

silandscaping@outlook.com