

**LANDSCAPE MAINTENANCE PROPOSAL  
PREPARED FOR:**

**Holly Hills SBD**

**2026 Season**

**Prepared for:**

**Brooks Goedeker**

**Prepared by:**

**DANIELLE BLACK**

**Account Manager**

**Focal Pointe Outdoor Solutions Inc.**

**January 7, 2026**

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## **Mowing**

### *Bi-Weekly Mowing:*

From end of March to the end of October, all finish turf areas shall be mowed bi-weekly. Mowing height will be maintained in accordance with proper horticultural standards and adjusted during the season as needed based on seasonal conditions. The turf will be “striped” with professional mowers providing extremely straight lines. Lawn equipment cutting blades will be sharpened on a regular basis to eliminate fraying, which can reduce the quality appearance of a healthy lawn. Edging and trimming will be performed as necessary to maintain a clean, crisp appearance. Lawn areas will be kept free of debris and clippings will be removed from sidewalks, landscape beds, and paved areas.

## **Bed Care**

### *Top Dress Mulch Raised Beds:*

Landscape beds will be mulched in the spring with a premium twice ground mulch.

### *Top Dress Mulch Hillside :*

Crew will top dress and mulch the hillside on Holly Hills Blvd. The mulch will be obtained by Focal Pointe from Carondelet Park and the crew will pre-emerge the site after top dressing to suppress weed seeds

### *Cultivate & Edge Hillside Bed:*

Landscape beds will be cultivated to refresh the mulch once mid season. A sharp, depressed bedding line will be maintained between the mulch and grass. Pre-emergent for weeds will be applied to all landscape beds.

### *Hand Watering:*

Gardening crew will hand water existing 5 raised beds and 2 planters 3 times per week throughout the growing season May through October

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*Gardening:*

Gardening will be provided twice a month from early May through the middle of October. These visits are done by a horticulturalist who details out the property on a bi-weekly basis. They do a bi-weekly walk through of the property: scouting for pests & diseases on all plant material, additional pruning on selected plant material, up-keep of annuals & perennials throughout the growing season keeping the property looking detailed all season long.

*Summer Annuals & Bed Prep:*

In late May, summer-annuals will be installed in annual planting areas. Summer annuals will be fertilized and maintained regularly throughout the summer.

*Flower Fertilization:*

During summer annual season, annuals will be fertilized to achieve healthy and fast growing annuals.

*Fall Flowers:*

In the fall, summer- annuals will be removed and fall plantings will be installed in the annual planting areas.

*Flower Removal:*

Old flowers are removed and disposed of off-site.

**General Site Services**

*Spring Clean Up :*

General clean up of grounds performed in early spring to remove leaves and debris to prepare site for upcoming season.

*Fall Clean Up - Leaf Removal :*

Leaves will be mulched or removed during the fall from turf and bed areas.

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### Summary of Services

Bi-Weekly Mowing	16
Top Dress Mulch Raised Beds	1
Top Dress Mulch Hillside	1
Cultivate & Edge Hillside Bed	1
Hand Watering	72
Gardening	12
Summer Annuals & Bed Prep	1
Flower Fertilization	4
Fall Flowers	1
Flower Removal	2
Spring Clean Up	1
Fall Clean Up - Leaf Removal	3

**2026 Maintenance Investment:                      \$37,878.00**

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## **TERMS AND CONDITIONS OF CONTRACT FOR LANDSCAPING SERVICES**

**THESE TERMS AND CONDITIONS OF CONTRACT FOR LANDSCAPING SERVICES** (this "Contract") made by and between **Focal Pointe Outdoor Solutions Inc.**, ("the Contractor") and , (the "Owner").

**Witnesseth**, that the Contractor and the Owner for the considerations named agree as follows:

### **Article 1. Scope of Work**

The Contractor shall furnish all of the materials and perform all of the work described in the proposal dated January 7, 2026 and presented to the Owner (the "Proposal"). The Proposal is incorporated into these terms and conditions by this reference. By signing below, the Owner hereby accepts and agrees to the scope of the Proposal, the work described therein, and to these terms and conditions. Any additions to the scope of the Proposal, which may be required, are not included and will be done for an additional cost.

### **Article 2. Length of Contract**

This landscape maintenance proposal shall begin on January 1, 2026 and terminate on December 31, 2026, both dates inclusive.

### **Article 3. The Contract Price**

The Owner shall pay the Contractor for the material and labor to be performed under the Proposal the sum of **\$37,878.00** (the "Contract Price"), subject to additions and deductions pursuant to authorized change orders. Unless otherwise stated, the Contract Price shall be payable in monthly installments referred to as "progress payments" as set forth in Article 4 herein.

### **Article 4. Progress Payments**

Progress payments of the Contract Price shall be billed on the first of each month (January 1<sup>st</sup> – December 1<sup>st</sup>) and paid by the 20<sup>th</sup> of each month (January 20<sup>th</sup> –December 20<sup>th</sup>) at the rate of: **\$3,156.50**. A failure to make payments for a period in excess of 45 days from the billing date of the payment shall be deemed a material breach of this Contract. In the event the Owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without defaulting on its obligations hereunder pending payments or resolution of any dispute. Any amounts not paid by the date due shall incur a finance charge of 1.5% per month.

### **Article 5. General Provisions**

A. Workmanship. All work shall be completed in a workman-like manner and in compliance with all building codes and other applicable laws. To the extent required by law individuals duly licensed, and authorized by law to perform said work shall perform all work.

B. Subcontractors. Contractor may at its discretion engage subcontractor to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.

C. Change Orders/ Additional Work. All change orders and/or requests for additional work shall be in writing and signed both by Owner and Contractor, and shall be incorporated in, and become a part of this Contract.

D. Insurance. Throughout the term of this Contract, Contractor, at Contractor's expense, shall maintain the following insurance in such amounts as the Contractor deems necessary in the Contractor's sole discretion: Worker's Compensation, employer's liability, commercial general liability, and comprehensive automobile liability insurance coverage, and any other insurance coverage which may be deemed necessary by Contractor in its sole discretion.

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The Owner may, at the Owner's option and expense, acquire and maintain its own insurance policies including, without limitation, Workers' Compensation, Comprehensive General Liability, Builders Risk, Property Damage, and any other insurance coverage which may be necessary as required by the Owner's insurance carrier, state law and other governmental agencies. If the Owner does not secure and maintain such insurance prior to commencement of the work by the Contractor, the Owner shall indemnify and hold Contractor harmless from and against all suits, actions, claims, demands, damages, losses and expenses, including, but not limited to, cost of suit and attorney fees, arising out of or relating to Owner's failure to obtain and maintain such insurance. In the event Owner obtains such insurance, and upon the request of the Contractor, the Owner shall supply Contractor with appropriate Certificates of Insurance satisfactory to Contractor in the Contractor's sole discretion.

E. Utilities. The Owner shall allow Contractor the use of onsite utilities, including, without limitation, water and electricity reasonably necessary to perform the work described in the Proposal or any amendments thereto.

F. Existing Conditions. The Owner represents and warrants that the subject property is free of latent and/or underground conditions including, without limitation pipes, cables, stumps, sprinklers, invisible fence, sewage drains and waste materials except as specifically disclosed to Contractor prior to the signing of this Contract. Where latent and/or underground problems exist the Contractor shall be entitled to charge for additional work, supplies, and/or equipment necessary to complete the work described in the Proposal or Contractor may suspend its work until the condition has been remedied.

G. Default/Remedies. Contractor's rights and remedies are cumulative and not alternative. Waiver of any default will not constitute waiver of any subsequent default. Any provision found to be invalid under applicable law will be invalid only with respect to the offending provision. In the event that arbitration and/or legal action is required to enforce payment, the Owner shall be responsible for all of Contractor's attorneys' fees and any arbitration costs or court costs incurred by Contractor.

H. Arbitration/Mechanics Liens. All disputes hereunder shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding, if such dispute relates to, or is the subject of a lien arising out of the Contractor's services, the Contractor shall have the right to proceed in accordance with any and all applicable statutes to comply with lien notice or lien filing deadlines prior to the resolution of the dispute by arbitration.

I. Force Majeure. Contractor shall not be responsible for delays in its performance caused by acts of God, casualty, vandalism, labor disputes, weather, or delays attributable to the Owner.

J. Applicable Law/Severability. This Contract shall be deemed to have been made in and governed by the laws of the state in which the subject property is located. All disputes related to this Contract shall be resolved as set forth in Section 5.G herein. In the event that any provision or any portion thereof of this Contract is determined by competent judicial, legislative or administrative authority to be unenforceable or prohibited by law, then such provision or part thereof shall be ineffective only to the extent of such determination or prohibition, without invalidating the remaining provisions of this Contract.

K. Entire Agreement. The Proposal and this Contract contain the entire agreement between the parties hereto and supersedes any and all prior written or oral agreements. This Contract may be amended or modified only by a written agreement signed by both parties hereto. This Contract will be binding upon and will inure to the benefit of the parties and upon any parties who may in the future succeed to their interests.

L. Relationship of the Parties. The parties agree that nothing contained herein shall be deemed or construed by anyone to create the relationship of employer and employee, principal and agent or of partnership or joint venture between the parties hereto.

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M. Authority to Enter into Contract. The Owner has all requisite power and authority to enter into this Contract, and the person(s) signing this Contract on behalf of the Owner has the power and the authority to bind the Owner.

N. Statutory Mechanics Lien Notice:

The property is located in Illinois. Owner has read and understands the following Notice:

**NOTICE TO OWNER OF SINGLE-FAMILY RESIDENTIAL PROPERTY**

**THE LAW REQUIRES THAT THE CONTRACTOR SHALL SUBMIT A SWORN STATEMENT OF ALL PERSONS FURNISHING LABOR, SERVICES, MATERIAL, FIXTURES, APPARATUS OR MACHINERY, FORMS OR FORM WORK BEFORE ANY PAYMENTS ARE REQUIRED TO BE MADE TO THE CONTRACTOR, THE AMOUNTS DUE TO EACH PERSON.**

\_\_\_\_\_  
Owner Initials

The property is located in Missouri. Owner has read and understands the following Notices:

**NOTICE TO OWNER**

**FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.**

\_\_\_\_\_  
Owner Initials

**CONSENT OF OWNER**

**CONSENT IS HEREBY GIVEN FOR FILING OF MECHANIC'S LIENS BY ANY PERSON WHO SUPPLIES MATERIALS OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT ON THE PROPERTY ON WHICH IT IS LOCATED IF HE IS NOT PAID.**

\_\_\_\_\_  
Owner Initials

**ARBITRATION**

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.**

Proposed by: \_\_\_\_\_

DANIELLE BLACK  
Account Manager

Date: 1/7/2026

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Focal Pointe

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_  
Brooks Goedecker