



August 13, 2026
City of Lathrup Village

Contract No. - 1581

ITEM	QTY	UNIT PRICE	TOTAL PRICE
Labor - Irrigation	3.00	\$135.00	\$405.00
Rainbird 5500 Series Mister	1.00	\$49.99	\$49.99
Rainbird ESP-ME 4 Zone Controller	1.00	\$441.64	\$441.64
Rainbird 6 Zone Expansion Module	2.00	\$233.33	\$466.66
			\$1,363.29

WORK ORDER SUMMARY

SERVICES	SALES TAX	TOTAL PRICE
Irrigation Repair	\$0.00	\$1,363.29
		\$0.00
		\$1,363.29

Sale	\$1,363.29
Sales Tax	\$0.00
Total	\$1,363.29

TERMS AND CONDITIONS OF SERVICE – LANDSCAPING

These Terms and Conditions of Service – Landscaping (“Terms”) define the relationship between you (“Client”) and Paradise Garden Landscaping Inc. (“Paradise”). All services performed by Paradise are subject to these Terms unless otherwise noted in any Proposal (defined below). Client’s written initiation of the services detailed in a Proposal shall constitute a binding agreement (“Agreement”) between Paradise and Client, subject to these Terms. These Terms supersede all previous oral and written agreements made before the date of the Agreement as well as any conflicting terms contained on any document submitted by Client.

LAWN MAINTENANCE AND LANDSCAPE MANAGEMENT SERVICE POLICY:

1. Lawn maintenance and landscape management services (the “Services”) are presumed to cover the time periods of April 1 through November 30.
2. The Services, and any related specifications, shall be performed at the property identified in the applicable proposal (the “Premises”) and in accordance with the site map and specifications attached thereto (collectively, the “Proposal”). Paradise agrees to perform all such Services in a workman like manner and according to standard industry practices.
3. Client must provide at least two (2) business days’ prior written notice to Paradise to request that

a scheduled Service be skipped. Paradise reserves the right, in its sole discretion, to decline excessive skip requests that materially impact scheduling or routing efficiency. In the event a scheduled service is skipped at Client's request and the lawn conditions at the next visit require additional labor, equipment, or time due to overgrowth or deterioration, Paradise may assess additional charges at its then-prevailing rates.

4. Prices set forth in any Proposal are based upon fuel costs in effect at the time of issuance. If Paradise's average retail price of gasoline exceeds \$4.00 per gallon (as determined in Paradise's reasonable discretion), Paradise reserves the right to impose a fuel surcharge of up to five percent (5%) of the applicable service fee. Paradise shall provide notice of any such surcharge, which shall remain in effect until fuel prices return to baseline levels.
5. Client shall ensure that all sprinkler and irrigation systems are turned off on scheduled service days and that all sprinkler heads and related equipment are properly maintained and fully retracted below grade. Paradise shall not be responsible for damage to sprinkler heads, irrigation components, or other concealed or partially concealed items that are not properly installed, maintained, marked, or visible at the time Services are performed.
6. Client shall maintain a valid credit card on file with Paradise, which shall be stored using PCI-compliant processing software. Invoices shall be issued on a monthly basis unless otherwise stated in the Proposal, and Client hereby authorizes Paradise to charge the credit card on file upon issuance of the invoice. Paradise reserves the right to suspend Services for any declined payment or failure to maintain valid payment information.

CHANGES IN WORK; ADDITIONAL SERVICES:

7. Prices set forth in any Proposal are based upon Paradise's good faith estimate of observable site conditions at the time of inspection. Client acknowledges that certain latent, concealed, or unknown conditions may exist, including but not limited to subsurface obstructions, unsuitable soil, buried debris, tree roots, construction remnants, or drainage issues. If such conditions are encountered, Paradise may adjust the quoted price to reflect additional labor, materials, equipment, or disposal costs reasonably necessary to complete the Services to be provided.
8. Any alterations, deviations, or additions to the Services to be provided requested by Client shall constitute a change in scope and may result in additional charges. Paradise shall provide notice of the change and associated pricing prior to proceeding where practicable.
9. Any change in scope resulting in an increase of \$1,000 or more shall require prior written approval by Client in the form of a Change Order or Contract Change Notice prior to commencement of such additional Services. Changes under \$1,000 may be authorized through written communication, including email or progress report acknowledgment. Failure of Client to object in writing within three (3) business days of receipt of such notice shall constitute the necessary approval.
10. Unless otherwise specified, additional or changed Services shall be performed on a time and materials basis at Paradise's then-prevailing rates.
11. Any plants, mulch, brick, stone, rock, or other materials ordered pursuant to the Proposal and subsequently rejected by Client at the jobsite shall be subject to a restocking fee of twenty-five percent (25%) plus any delivery or handling charges incurred.
12. Paradise reserves the right to suspend performance of additional or changed Services until written authorization and payment arrangements are confirmed.

EXCLUSIONS; LIMITATIONS OF RESPONSIBILITY:

13. Unless expressly stated in the Proposal, the following items are excluded from the Services to be provided and shall be performed only pursuant to a written amendment and additional charge:
- a. *Electrical Work.* All electrical installations, wiring, or connections, all of which must be performed by a licensed electrician.
 - b. *Utility Conduits and Connections.* Installation, relocation, or modification of electrical, gas, water, sewer, conduit, or other utility connections.
 - c. *Iron Railings and Fixtures.* Removal, modification, or reinstallation of iron railings or similar fixtures.
 - d. *Irrigation System Damage.* Damage to unmarked or improperly marked irrigation lines, drain tile, private utility lines, or other below-grade systems. Repairs to such systems shall constitute additional Services to be provided at an additional fee.
 - e. *Drainage and Elevation Conditions.* Paradise makes no representation regarding existing drainage patterns or subsurface water conditions. If the Premises is at a lower elevation relative to adjacent properties or structures, or if drainage concerns arise, Paradise reserves the right to recommend consultation with a qualified soil or civil engineer. Any engineering evaluation and resulting corrective work shall be at Client's sole cost and expense. In the absence of a current topographical survey provided by Client, Paradise shall not be responsible for drainage-related issues.
 - f. *Painting and Staining.* Any painting, sealing, or staining services.
 - g. *Debris and Other Materials.* Paradise shall not be responsible for the removal, transport, or disposal of any debris and/or other materials which are not specifically stated in the Proposal.
 - h. *Hazardous or Contaminated Materials.* Paradise shall not be responsible for the identification, removal, transport, or disposal of any debris or materials suspected of being contaminated or that may be hazardous or toxic in nature.
 - i. *Site Unknowns.* Contractor shall not be responsible for additional costs arising from concealed, subsurface, or unknown site conditions that could not reasonably be identified during a visual inspection. Any such conditions shall constitute a change in scope and be billed accordingly.
14. Client is aware that certain Services including, without limitation, plant and tree installations or core aeration services, may result in unpreventable damage to unmarked irrigation systems, private utility lines, drain tile or other unmarked below-grade utilities. Paradise shall not be responsible for any such damages or for the cost of repairing these items. For Services requiring excavation, Paradise will contact MISS DIG to mark underground public utility lines which include gas, electric, telephone/cable and sewer. This Service will be included in the Proposal unless otherwise stated. Private lines, such as irrigation, drain tile and other non-public utilities, shall not be included as part of the Services, but may be staked for an additional fee; provided that Paradise shall not be responsible for any such private lines that are improperly installed.
15. All exclusions set forth herein are material terms of the Agreement. Paradise shall not be liable for delay, additional cost, or damage arising out of excluded items unless expressly assumed in writing.

LANDSCAPE WARRANTY:

16. Except as otherwise set forth in these Terms, Paradise generally provides a one (1) year

warranty on plants, shrubs, trees, evergreens and perennials as set forth below, which warranty shall commence on the date of installation. Notwithstanding the foregoing, such warranty shall not apply to annuals or bulbs installed by Paradise, and shall not apply to dead plants that have been subject to heavy rainfalls, over or under watering, strong winds, or other acts of God. Materials subject to the above warranty shall be subject to a one-time only replacement by Paradise. Timing of such replacement may, at Paradise's discretion, be predicated upon seasonal availability and weather conditions.

- a. *Perennials*: Perennials are guaranteed for the same-season as planted only. Plants considered to be "delicate plants", such as rhododendrons and plants that are not typically suitable for Client's plant hardiness zone, may be excluded from this warranty due to the risks involved and will be identified on the Proposal (such plants may be identified in bold).
- b. *Winter Protection*: All evergreens, broadleaf evergreens and delicate plants must be burlapped during the winter on their first season to validate the applicable warranty. Paradise offers this Service at an additional cost. Winter damage such as snowplow damage, salting or high amounts of snowfall are also not covered.
- c. *Plant Seasonality*: Various plants, bushes, shrubs, and trees may have specific time-windows in which they are ideal for planting. Planting out-of-season or out-of-such-window at Client's request will void any warranty for such plants, and Paradise will identify any such plants on the Proposal. Client may reserve the right to request that plants that cannot be planted without voiding the warranty be exchanged for other plants (subject to the difference in cost of such replacement plants), or be planted in the next plantable season without additional cost.
- d. *Plant Availability*: In some instances, some plants, shrubs, bushes, and trees may not be readily available to procure in time for the required planting period associated with the project. In that event, Paradise will work closely with Client to provide an approved substitution, subject to availability. Client may request plants and related materials that are not locally available and, while Paradise cannot guarantee availability, Paradise will use all commercially reasonable efforts to source such plants and related materials on a timely basis. Due to plant availability, Client assumes the risk and liability of any rare specimens, which are not covered under the warranty hereunder.
- e. *Plant Diseases*: It is Client's responsibility to immediately inform Paradise of any health concerns recognized in the plants, shrubs, bushes, or trees. Upon receipt of such information, Paradise will determine the nature and source of the illness. If it is determined, in Paradise's reasonable discretion, that the plants were infected prior to installation, Paradise reserves the right to first using herbicides, fertilizers, and insecticides to return the plants to good health. Should such efforts to restore the plants' health fail, Client is entitled to a refund only. However, Paradise reserves the right to revoke all or a portion of the warranty depending upon the nature and source of the plant infection and pursuant to the standard operating procedures of Paradise. In all cases, Paradise agrees to work with Client to minimize damage to the existing plants.
- f. *Plant Replacement*: Paradise shall use commercially reasonable efforts, not to exceed one (1) year from the date of notification, to source, match and replace dead or ill plants. Client shall be entitled to elect either a full refund within one (1) year or wait for a suitable replacement. Should the plant be a matching pair or series, and is not possible to be individually replaced, Paradise agrees to replace all plants in the series or pair at Paradise's cost.
- g. *Lawns*: All new sod will be No.1 grade Michigan-grown Kentucky Bluegrass. New lawns or portions thereof that are under shade cannot be guaranteed or warrantied. New lawns

are guaranteed to be healthy at time of installation only. Should new sod be damaged due to animals (pets or wild animals such as raccoons or skunks) Client will be responsible for all costs of replacement. Sod pegs can be installed for an additional fee to help deter animals from causing damage, but are not guaranteed to prevent such damage.

- h. *Water Plants*: Water plants are guaranteed for the same season as planted only.
 - i. *Weeds*: Paradise shall use commercially reasonable efforts to minimize any weeds; however, Paradise shall not be required to inspect or otherwise ensure that there is no weed or other unwanted plant matter on the Premises in any soil or root balls/planting container of plant materials, nor shall Paradise provide any warranty for the removal of existing weeds.
 - j. *Replacement Plant Material*: Paradise does not guarantee or warranty any replacement plant material or plant material that has been transplanted on site.
 - k. *Required Resources*: Where Paradise recognizes that Client lacks sufficient resources (water pressure, power outlets, and related items) to enable the full maintenance and enjoyment of the materials, construction and/or horticultural elements associated with the Proposal, Paradise will inform Client and recommend possible solutions or alternatives. However, Paradise is not obligated to inspect or diligence the premises to discover any such needs or to account for them in the Proposal with respect to the design, construction or associated costs. Client fully accepts responsibility with respect to any such insufficient resources and any additional costs incurred in connection with completion of the items in the Proposal.
 - l. *Water Supply*: Client acknowledges and agrees that any water supply issues are the sole responsibility of Client, including negatively detracting from ponds, waterfalls, other water features, etc.
17. Client acknowledges and agrees that all materials installed by Paradise require proper care and maintenance following installation. Any improper or lack of care, tampering, vandalism, or any other event outside of Paradise's control including, without limitation, damage caused by drought, disease, fungus or insects, shall be excluded from the above warranty. Further, such warranty shall not apply to any installed materials that are not watered by an automated, professionally installed, operating irrigation system unless other provisions for this care have been discussed and approved by Paradise in writing. Client is responsible for adjusting the irrigation timing and amounts, such correct timing and amounts being critical in the days and weeks immediately after a job is complete.

Pricing; Payment Terms

18. Prices set forth on the Proposal reflect Paradise's good faith estimate. Client acknowledges, however, that certain unknown conditions may exist at the time Paradise presents any Proposal, including, without limitation, the existence of poor or non-standard soil or ground conditions, construction debris, large rocks, buried cement or other items, foundations, tree stumps/roots or other factors and conditions which may not be observed during a visual inspection. Should these conditions exist, Client understands and agrees that Paradise may amend its Proposal to include any additional charges necessary to account for any such conditions, including as described further in this Agreement. Further, Client-requested alterations or deviations from the Services set forth on the Proposal may result in additional charges as required by Paradise.
19. Terms of payment shall be as set forth on the Proposal. To the extent not set forth, payment shall be due in full upon the earlier to occur of (a) completion of the Services and (b) the

execution of an Acceptance of Work Certificate.

20. Client understands and agrees that delays in payments made to Paradise may result in suspension of Services. Any amounts due by Client to Paradise which are unpaid when due shall bear interest at the rate of 1.5% per month, or the maximum rate permitted by law, whichever is less. The accrual or payment of any interest as provided above will not constitute a waiver by Paradise of any rights and remedies in connection with a default by Client. Client will pay all court costs, reasonable attorneys' fees and other out-of-pocket costs and fees incurred by Paradise in collecting past due amounts, including interest. Any checks that are returned to Paradise for insufficient funds will be assessed an additional \$45.00 service fee.
21. Paradise shall have all rights and remedies available under the Michigan Construction Lien Act, MCL 570.1101 et seq., including the right to claim and record a construction lien against the Premises upon which the Services are being performed in the event of nonpayment. Client acknowledges that failure to make payments when due may result in the recording of a construction lien against the Premises for the amount owed, together with interest, costs of collection, and attorneys' fees as permitted by law. Paradise's lien rights are cumulative and in addition to all other rights and remedies available at law or in equity.

General Provisions:

22. Client must notify Paradise in writing, within twenty-four (24) hours of discovery of any damage to the Premises, including any irrigation system, suspected to be caused by the Services performed by Paradise.
23. Client acknowledges and agrees that Paradise may subcontract out certain of the Services performed under the Agreement. In such cases, Client acknowledges and agrees that (i) Paradise shall not be liable for any loss, damage or delay arising out of or relating to any failure of any such subcontractor to perform the Services as required by the Agreement and (ii) Client's sole manner of recourse shall be against such subcontractor.
24. Paradise reserves the right to terminate the Agreement without notice in the event of Client's failure to make timely payments, and/or actions by Client to circumvent, interrupt or otherwise adversely impact, any relationship between a subcontractor and Paradise. In addition, abusive or threatening behavior towards Paradise or its employees will not be tolerated and will be grounds for immediate termination and the imposition by Paradise of the termination fee described below.
25. The Agreement may only be terminated or modified by Client as follows:
- a. For any non-service related termination, Client must provide to Paradise thirty (30) days' prior written notice of Client's intent to terminate the Agreement. In addition to payment for Services already rendered, any failure by Client to provide such notice shall result in an additional payment by Client of a termination fee equal to ten percent (10%) of the Proposal amount for work not yet rendered *plus* the cost of any materials purchased by Paradise for work not yet rendered prior to such termination.
 - b. In the event Client desires to terminate the Agreement for Service and/or quality issues, Client shall provide to Paradise written notice thereof, which notice shall specify, in detail, the nature of any such issues. Upon receipt of such notice, Paradise shall be allowed thirty (30) days to correct the alleged issues; provided, however, that to the extent such issues have not been corrected within such thirty (30) day period, the Agreement may, at the option of the Client, be terminated without any termination fee (other than payment for services already rendered). Paradise agrees, in good faith, to work with the Client to provide a discount on the payment for Services already rendered if Paradise determines, in its reasonable discretion, that such Service and/or quality issues warrant any such

discount.

Client acknowledges that monthly or other installment payments do not necessarily represent full payment for Services actually rendered through the date of each such applicable payment(s). Accordingly, for purposes of this Agreement, the phrase "payment for Services already rendered" means the amount accrued and payable for Services that have already been rendered, regardless of when such payment actually becomes due. By way of example, Client will not be discharged from remaining monthly or other installment payments if Client terminates the Agreement after the Services have been fully rendered, but before such payment(s) become due.

26. Paradise shall not be liable for any loss, damage or delay arising out of its failure to perform hereunder due to causes beyond its reasonable control, including, without limitation, acts of God, acts or omissions of Client, acts of civil or military authority, adverse weather conditions, strikes, epidemics, quarantine restrictions or labor or material shortages. In the event of any such delay, Paradise's performance shall be suspended until such inability to perform has been relieved.
27. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, THE SERVICES AND MATERIALS ARE PROVIDED SOLELY ON AN "AS IS," AND "AS AVAILABLE BASIS" WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, PARADISE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.
28. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL THE TOTAL, AGGREGATE LIABILITY OF PARADISE UNDER THE AGREEMENT EXCEED THE COST OF THE SERVICES GIVING RISE TO THE CLAIM OR LIABILITY. FURTHER, IN NO EVENT WILL PARADISE BE LIABLE OR RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY NATURE. EACH PROVISION HEREOF WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTY OR CONDITION OR EXCLUSION OF DAMAGES IS SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND IS TO BE ENFORCED AS SUCH.
29. The Agreement will be governed by and construed in accordance with the laws of the State of Michigan. Client and Paradise consent to the exclusive jurisdiction of the applicable state and federal courts of the State of Michigan relative to any legal proceeding directly or indirectly arising out of or relating to the Agreement. Any cause of action or claim the Client may have must be commenced within one (1) year after the claim or cause of action arises or it shall be forever barred.
30. THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THAT THEY MAY HAVE TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

By



Zaid Hanna

By

Date 8/13/2026

Paradise Garden Landscaping Inc.

Date

City of Lathrup Village