

PROJECT AGREEMENT

This agreement is made in duplicate on **date** between:
DACS Dynamo-Kin Inc (dba My Landscaping Project),
herein called "MLP." and,
Client's name herein called "the Client."

1. THE AGREEMENT DOCUMENTS CONSIST OF THE FOLLOWING:

- a) This Agreement & Quote H3000
- b) Design Agreement: approved sketches, drawing or renderings (*if applicable*)
- c) SPEC Sheet (if applicable) **(date on...)**
- d) Additional correspondence acknowledged by both parties during the course of this agreement (extras and/or deletions must be documented via "Construction Change Work Order", email or text - where a written acknowledgment is made.)

2. MLP's RESPONSIBILITIES

- a) Committed to excellent quality workmanship done in a timely manner in accordance with the Ontario building code and industry wide best practices.
- b) Consistently remain in contact with the Client throughout pre-construction, construction and post-construction.
- c) May hire a third party to aid in completion of the project.
- d) Will maintain the property tidy within reason during construction. At the completion of the project, we will leave your property clean and fit for use.
- e) May be required to purchase street parking permits for company vehicles or disposal bins to be left overnight. In such case, MLP will consult the Client before doing so. If no other solution is available, the permit expense will be invoiced to the homeowner.
- f) In accordance with the Ontario Construction Lien Act, MLP reserves the right to conjure said act should the Client withhold any of the payments related to this Project Agreement.
- g) **COVID - 19:** A health & safety policy has been implemented to ensure Provincial protocols are followed.

3. CLIENT's RESPONSIBILITIES

- a) To thoroughly read this Agreement and all documents related to this project.
- b) Understands that proposed work is suited for "best case" scenario, however MLP will not be held responsible for unforeseen conditions on site discovered during construction
- c) Understands unforeseen site conditions may require a change in materials and/or design to ensure the integrity of the project remains optimal
- d) Agrees to pay MLP price outlined in Quote and any reasonable price adjustments thereafter that have been communicated to the Client in a timely manner with as much notice in advance wherever possible and consented to by the Client
- e) Consistently communicate with MLP about any changes that may affect work conditions on the job site or the scope of work as originally agreed to.
- f) Assumes responsibility to take precautionary measures to provide a work area free of household obstructions and to remove/protect household items in areas where they may be subject to dust, damage, breakage or the like.
- g) Agrees to allow full documentation of this project where photos/videos may be used for promotional purposes; and allows a lawn sign to be placed during or after the completion of said project.
- h) **COVID - 19:** Due to the unpredictable nature of Provincial closures of publicly available washroom facilities, the Client agrees to accommodate MLP with the use of their washroom.

* MLP will strictly follow Provincial protocols: before entering the Client's home we

will remove our work boots, hand sanitize, and use KN95 masks.

In the event that the Client opts not to allow the MLP team to use the washroom facilities on site, the Client will allow MLP to rent a porta-potty to be stationed on site for the duration of the project, to allow for optimal use of time and resources to complete the project in a timely manner.

* Porta-potty rental to be billed to the Client at a minimum cost of \$250 + tax for any time span within 1 month, and \$250 + tax/month thereafter.

i) **COVID - 19:** Due to the unpredictable nature of Provincial closures, delays in procuring materials may occur and/or the cost materials may increase, which will be reflected on the final Invoice accordingly.

4. DEFAULT BY CLIENT

If the Client withholds any payments to MLP at a specified time or if the Client defaults on any of the documents related to this Project Agreement, MLP may at its own discretion cease work and treat the Agreement as repudiated forthwith on the occurrence of such default. MLP may recover payment for the work already completed plus damages, including loss of profit together with interest therein at the same rate of interest as on overdue payments.

5. DEFAULT BY MLP

If MLP neglects to perform the work in accordance with the terms of this Agreement, the Client may by written notice to MLP require MLP to remedy the default, neglect, or event specified in such notice within 15 days.

If MLP fails to comply with the said notice, or is not then actively resolving said default within 15 days of receipt of the notice or if MLP becomes bankrupt or makes a general assignment for the benefit of its creditors, or if a receiver of MLP is appointed in the times so limited, the Client may take possession of all materials therein and finish the work in accordance with the plans and specifications as the Client may deem expedient but without undue delay or expense. In such event, MLP shall not be entitled to any further payment under this Agreement but upon completion of the work an accounting shall be made between the Client and MLP at the time that the Client took possession of the aforementioned. If the unpaid balance shall exceed the expense of finishing the work as outlined in this Agreement and corresponding documents, such excess shall be paid to MLP; however, if such expense shall exceed such unpaid balance, MLP shall pay the difference to the Client.

6. DISPUTE RESOLUTION

The parties agree that in the event that there is a dispute as to the interpretation of this Agreement, or as to the extent and make up of the work, then the parties shall submit the issues to binding arbitration by one arbitrator to be chosen by the parties in this Agreement. The arbitration shall be carried out in such a manner as the parties may agree.

7. WARRANTY

a) MLP will provide the cost of labour to correct the defect in the work due to workmanship appearing within the period of time stated on the final Receipt or "Warranty" document, from the time of completion of the project. But MLP will not be required to correct the work in question without cost should the work require to be modified.

b) Any materials required will be paid for by the Client. Materials shall match or be of better quality, at the discretion of MLP.

c) The Client shall give MLP written notice of such defects within a reasonable time, and in any event within the specified number of year(s) listed on the aforementioned documents, from the date of completion of the project.

d) This warranty does not cover equipment or supplies that come with their own warranties from the manufacturer of the equipment or the supplier of goods.

e) Client may request a copy of the original receipts for warranty purposes.

Special conditions limiting/affecting this warranty:

- f) Acts of God: flood, fire, winds, earthquakes, hail, vandalism and theft.
- g) Unknown conditions or change in the conditions of the land: oversaturation caused by water, erosion, shifting, root overgrowth, construction.
- h) Misuse: using products for purposes against design and product manufacturer's intended purpose.
- i) Using designed spaces or structure against its intended purposes i.e. using a patio intended for the use of human being as a parking pad for a vehicle that weighs many tons.
- j) Altering any element of the completed project as per this Agreement after the completion of said project.
- k) **Discoloration:** MLP is not responsible for discoloration on concrete or lumber products due to chemicals used during winter maintenance or general maintenance, paints or stain used after completion of this Agreement.
- l) **Natural Wood:** All natural wood products, whether stained, painted or left untreated will continuously wear and tear as wood naturally does. Wood products are never identical on to another and the Client understands that MLP cannot ensure consistency in texture and colour of wood products.
- m) **All Synthetic Materials:** Whether vinyl, composite, polypropylene etc all synthetic materials cannot be expected to be absolutely identical one to the other; and cannot be expected to perform precisely the same one to another.

8. GENERAL

- a) *Limitation of Liability* - The services and the work product of MLP are sold "as is." In all circumstances, the maximum liability of the Service Provider, its directors, officers, employees, design agents and affiliates ("MLP Parties"), to the Client for damages for any and all causes whatsoever, and Client's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the amount paid to the Service Provider by the Client for the work under this Agreement. In no event shall the Service Provider be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damage arising out of or relating to the materials or the services provided by the Service Provider, even if the Service Provider has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.
- b) *Force Majeure* - MLP and the Client shall be excused from performing their respective obligations under this Agreement in the event that normal operations are interrupted by an occurrence beyond the reasonable control of either MLP or the Client, such as, and by way of example and not by way of limitation, acts of God, action by any governmental authority (whether valid or invalid), fires, floods, wind storms, explosions, riots, natural disasters, wars, sabotage, labour problems (incl. strikes, lock-outs, and slow-downs), inability to obtain power, material, labour, equipment or transportation, or court injunction or order; provided that written notice of the occurrence shall be given by the party affected to the other party within ten (10) days of the occurrence.
- c) *Modification* - This Agreement may not be amended without the signed written consent of both parties hereto.
- d) *Jurisdiction* - This Agreement shall be construed and enforced in accordance with and governed by the laws of the Province of Ontario without regard to its conflict of laws principles.
- e) *No Assignment* - Neither this Agreement, nor any interest herein, may be assigned by either party without the prior written consent of the other party.
- f) *Entire Agreement* - This Agreement, as the same may be amended or modified in writing, constitutes the entire agreement between the Parties. This Agreement supercedes all prior understandings, transactions, communications, and writings with respect to the subject matter of this Agreement.
- g) *Interpretation* - Any word herein contained importing the singular number shall include the plural and vice versa; any wording importing gender shall include all genders.
- h) *Additional Conditions* - The Parties shall sign such further and other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.
- i) *Counterparts* - This Agreement may be executed in several counterparts, each of which so executed


shall be deemed to be an original and such counterparts together shall be one and the same instrument.
j) *Enurement* - This Agreement shall enure to the benefit of and be binding upon the parties and their respective legal personal representatives, heirs, executors, administrators or successors.

k) *Time of the Essence* - Time shall be of the essence of this Agreement and of every part hereof and no extension or variation of the Agreement shall operate as a waiver of this provision. It should also be noted that any deadlines provided by MLP are only estimates and MLP will not be held liable for failing to meet such deadlines.

l) *Severability* - If any section, or any portion of any section of this Agreement is determined to be unenforceable or invalid for any reason whatsoever, that enforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this Agreement and such unenforceable or invalid section or portion thereof shall be severed from the remainder of this Agreement.

This Agreement is effective from : _____ date

The Client: (sign) _____ (print) _____

MLP: (sign)  _____ (print) _____ Jason Tello _____

Witness: (sign) _____ (print) _____