



CONSTRUCTION CONTRACT

This Agreement is made between:

CONTRACTOR:

**Peregrine Landscape Construction Inc. ("Contractor")
Regina, Saskatchewan**

and

The undersigned Client ("Client"), whose details are as specified in the approved quote.

1. INCORPORATION OF QUOTE:

- 1.1. The approved digital quote, including all selected work areas and specifications, is incorporated as part of this agreement.
- 1.2. All project specifics, including costs, timeline, and scope of work, are as detailed in the approved quote.
- 1.3. Any modifications to the approved quote must be agreed upon in writing by both parties.

2. PAYMENT TERMS:

- 2.1. The total project cost is as specified in the approved quote.
- 2.2. Standard In-Season Payment Terms:
 - a) Initial Design Fee (as specified in quote, paid prior to contract)
 - b) Design Build Credit (as specified in quote, applied to Initial Down Payment)
 - c) 25% Initial Down Payment (due upon quote approval)
 - d) 50% Materials Deposit (due 7 days before project start)
 - e) 15% Construction Payment (due on agreed upon in-construction date)
 - f) 10% Final Payment + Taxes for the entirety of the project (due upon project completion)
 - g) Change Orders (due upon agreed upon payment terms as per change order quote)
- e) Alternate terms may be agreed upon as outlined and approved in the approved digital quote



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2. PAYMENT TERMS CONTINUED:

2.4 Next-Season Payment Terms:

- a) Initial Design Fee (as specified in quote, paid prior to contract)
- b) Design Build Credit (as specified in quote, applied to Project Reservation Top-Up Payment)
- c) 10% Project Reservation Payment (due upon quote approval)
- d) 15% Project Reservation Top-Up Payment (due Jan.1 of Next-Season)
- e) 50% Materials Deposit (due 7 days before project start)
- f) 15% Construction Payment (due on agreed upon in-construction date)
- g) 10% Final Payment + Taxes for the entirety of the project (due upon project completion)
- h) Change Orders (due upon agreed upon payment terms as per change order quote)
- i) Alternate terms may be agreed upon as outlined and approved in the approved digital quote

2.4. All payments are due within 7 days of invoice date.

2.5. Payments can be made via online invoice payment system, e-transfer, or cheque as arranged with Contractor.

3. PROJECT TIMELINE

3.1. Project scheduling follows a first-approved-first-served basis.

3.2. Specific timeline will be communicated by the assigned foreman.

3.3. Timeline adjustments may occur due to weather conditions, material availability, or other factors beyond Contractor's control.

4. WARRANTY TERMS

4.1. See Approved Standard Warranty Terms attached to the approved digital quote
OR

4.2 See Approved Extended Warranty Terms attached to the approved digital quote

5. CLIENT RESPONSIBILITIES

5.1. Provide accurate property information

5.2. Ensure proper access to work areas

5.3. Maintain proper irrigation and landscape care as instructed

5.4. Promptly communicate any concerns during construction

6. CONTRACTOR RESPONSIBILITIES

- 6.1. Obtain necessary permits
- 6.2. Follow industry installation standards
- 6.3. Maintain safe work environment
- 6.4. Provide weekly progress updates
- 6.5. Clean work area upon completion

7. CANCELLATION AND TERMINATION

- 7.1. Cancellation after quote approval may result in forfeiture of paid deposits
- 7.2. Contractor may terminate for non-payment or unsafe conditions
- 7.3. For cancellations on jobs that are for the following calendar year and fall under the "Booking Structure" document, the terms outlined in the Booking Structure document shall supersede these terms.

8. DISPUTE RESOLUTION

- 8.1. Parties agree to mediation before pursuing legal action
- 8.2. Any legal proceedings shall be filed in Saskatchewan

9. INSURANCE AND LIABILITY

- 9.1. Contractor maintains comprehensive liability insurance
- 9.2. Contractor maintains workers' compensation coverage for all employees
- 9.3. Client responsible for property insurance

10. ACCEPTANCE OF TERMS

By signing and approving the digital quote, the Client acknowledges they have read and understood this agreement, and agree to be bound by its terms and conditions. This agreement is subject to and incorporates the approved digital quote referenced above.