



**APEX PROPERTY MANAGEMENT
1741 COMMERCIAL AVENUE
MADISON, WISCONSIN 53704**

Sales: Tyler Nelson

Apex Property Management-Mariners-Stone Refresh-25
5371 Mariner's Cove Drive Madison, Wisconsin 53704

Est ID: EST5679082

Date: Aug-27-2025

Alt's Operation proposes that all options and prices listed below are based on the materials and labor required to perform the detailed phases described herein. All work is to be completed in a workmanlike manner according to the practices stated within this proposal. Please see final pages for terms, conditions, and acceptance.

Upon signature acceptance of both parties and receipt of the required down payment, this proposal in its entirety is a binding contract.

Stone Refresh \$3,368.35

Refresh areas as indicated in meeting with Mike:

- Front right water feature
- Front left water feature
- Front of clubhouse
- Low spots around 200 Building (walkways)
- Low spots around 300 Building (walkways)
- Low spots and exposed weed barrier around 400 Building (Fire Lane Area)
- Low spots around 500 Building (walkways)
- Backside of 100 Building & Walkway to the water

Boulders**\$1,417.13**

Boulder Placement

- Front pond right (1 Boulder)
- Move boulder at front pond right & add 1boulder
- Lighthouse bay entrance add 1 boulder on the corner of the 300 building
- Fire lane at 400 building add 1 boulder
- Clubhouse move boulder up closer to the drive corner
- Clubhouse parking lot for left spot add boulder but set it back a few feet

Contract Credit**(\$2,590.00)**

9-25-2025 Marsha had opted into using the remaining contract hours (37) to be applied as a credit for this work.

37 hours x \$70 = \$2,590

Subtotal	\$2,195.48
Taxes	\$263.20
Estimate Total	\$2,458.68

Terms and Conditions

- The proposed work and services described will be installed in a substantially similar manner as per the specifications stated within this proposal.
- Final material selections, size, layout, and additional work requested will affect final price.
- Special attention will be made to leave the work site in substantially similar condition as pre-construction conditions.
- In no case is Alt's Operation responsible for pre-existing or damages from outside sources.
- Alt's Operation will enter a Diggers Hotline request for each applicable job in order to have public buried utilities located and marked on site.
- Alt's Operation is not responsible to mark or for damage caused to private buried utilities. Examples of these are but not limited to: irrigation, septic, well, LP tank, dog fence, lamp post, etc. To help minimize damage to these, the property owner is expected to clearly communicate and mark locations of all private buried utilities.
- Alt's Operation is responsible to care for plants for the duration of the landscape construction process. Maintenance and upkeep of all aspects of the installation following completion are the responsibility of the property owner unless previously contracted otherwise.
- Your estimated project start date is tentative and weather dependent.
- "Acts of God" (weather, pests, etc.) that may damage or compromise the project are not the responsibility of Alt's Operation.
- All job specific unused or surplus materials are the property of Alt's Operation unless previously agreed otherwise.
- A proposal may be withdrawn by Alt's Operation if not accepted within 30 days of delivery or presentation. All guarantees and warranties are void if payment is not made as specified.
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These Terms and Conditions shall be incorporated into any estimate, proposal or quote ("Estimate") and govern the contractual agreement between Alt's Operation LLC, a Wisconsin limited liability company ("Company"), and its client ("Client") (collectively, the "Parties"). The Terms and Conditions and the Estimate shall be collectively referred to as the "Agreement." Company is in the business of providing landscaping services, lawn maintenance/care and/or snow removal services. Client desires to retain Company to render the services described on the attached Estimate ("Services").

In consideration of the Parties' mutual covenants and promises, the Parties agree as follows:

1. **The Property.** Company shall perform the Services at the address listed on the Estimate (the "Property"). Client warrants and represents that it either owns the Property or has authority to engage Company to perform the Services at the Property.
2. **The Services.** Company agrees that it shall perform the Services in a workmanlike manner. Any drawings and/or details are to serve as a guide and shall be followed as closely as is practical, but minor on-site adjustments may be made at Company's sole discretion.
3. **Concealed Physical Conditions.** If subsurface or otherwise concealed physical conditions at the Property differ materially from those indicated by Client or from those ordinarily found to exist in the vicinity of the Property, including subsurface utilities, boulders, tree stumps, or construction debris, then the Estimate will be adjusted to account for any changes required to complete the Services, including any change in materials or method of work required to complete the Services.
4. **Timing; Force Majeure.** Company will take reasonable measures to complete the Services according to the timeline provided in the Estimate; however, Company will not be held liable for any delay beyond its reasonable control or caused by accident, bad weather, embargo, act of Client or third parties, labor disputes, transportation shortages, national emergency, pandemic, riots, non-delivery of suppliers, delays of carriers or delivery agents, inability to obtain labor, materials or manufacturing facilities, acts of God or government restrictions, prohibitions or requirements. REGARDLESS OF THE CAUSE, COMPANY SHALL NOT BE LIABLE FOR PENALTIES OF ANY NATURE AS A RESULT OF A DELAY IN COMPLETION OF THE SERVICES. Time is not of the essence with respect to Company's performances of the Services hereunder.
5. **Payment.** For Services provided to Client on a monthly basis, Company will send Client a monthly invoice for the balance due. For all other Services provided to Client, Company shall invoice Client according to the payment terms stated in the Estimate. Client shall pay Company the balance on any invoice within fifteen (15) days from the invoice date. Client shall pay a three and one-half percent (3.5%) transaction fee for any payment over \$10,000.00 made with a credit card. Any payment not received within fifteen (15) days of the invoice date will incur interest at the rate of one and one-half percent (1.5%) per month, or eighteen percent (18%) per annum.
6. **Client Obligations.** The Client shall be responsible for providing the following information to Company prior to commencement of the Services, and Company may rely on the accuracy and completeness of all such information and shall not be liable for damages or costs resulting from any errors or omission in that regard:
 - a. The location of the boundaries of the Property; and
 - b. The location of any personal underground lines on the Property, including but not limited to, pet fences, irrigation lines and landscaping lighting.
7. **Company Obligations.** In performing the Services, Company shall be responsible for the following, if applicable:
 - a. Locating and marking any public utility lines, such as electrical, telephone, gas and water lines; and
 - b. Procurement, at Client's expenses, of the materials to be purchased to perform the Services.
8. **Changes in the Services.** Changes in the Services must be requested by Client in writing and mutually agreed to by both Parties in writing. The price for any change in the Services must also be agreed upon in writing by the Parties. Payment for changes in the Services will be made according to Section 5.
9. **Warranties.**
 - a. **Limited Hardscape and Water Feature Installation Warranty.** For hardscape installations only, upon receipt of final payment from Client, Company will provide to Client a two (2) year limited warranty from the date of substantial completion against substandard settling, heaving, shifting and/or malfunction defect not present at time of purchase or installation. For water feature installations only, upon receipt of final payment from Client, Company will provide to Client a one (1) year limited warranty from the date of substantial completion against mechanical defect and leaking. This warranty is Client's exclusive remedy against Company and is forfeited by Client upon any conveyance of the Property by Client. This warranty does not cover, and Company has no responsibility for: (a) items covered under any subcontractor's or manufacturer's warranties provided to Client; (b) items not installed by Company or its subcontractors; (c) ordinary usage and normal wear and tear, normal deterioration, or failure by Client to properly maintain the Services; (d) shrinkage or cracking of materials due to natural tendencies of such materials to shrink and crack; (e) damage by exposure to weather conditions; (f) materials purchased by Client; or (g) consequential damages of any kind. Company shall perform warranty repairs or replacements, at its option, within a reasonable period of time after written notice from the Client during the warranty period. Application of de-icing agents (salt) or other corrosive materials to hardscape related work shall void any and all warranties provided by Company.
 - b. **Limited Landscape Installation Warranties.**
 - i. **Balled and Burlapped Trees.** Company will provide to Client a one (1) year limited warranty for a balled and burlapped tree that dies within one (1) year from the time it was purchased from and installed by Company. Company shall furnish labor and materials for a one-time replacement per tree under this limited warranty, provided the tree was purchased at full price and received proper care, as determined in Company's sole discretion.
 - ii. **Container Trees and Shrubs.** Company will provide to Client a one (1) year limited warranty for a container

tree or shrub that dies within one (1) year from the time it was purchased from and installed by Company. Company shall furnish a one-time replacement per tree under this limited warranty, provided the tree was purchased at full price and received proper care, as determined in Company's sole discretion. This limited warranty for container trees and shrubs does not include labor for replacement or installation.

- iii. **Perennials.** Company will provide to Client a ninety (90) day limited warranty for a perennial that dies within ninety (90) days from the time it was purchased from and installed by Company. Company shall furnish a one-time replacement per perennial under this limited warranty, provided the perennial was purchased at full price and received proper care, as determined in Company's sole discretion. This limited warranty for perennial does not include labor for replacement or installation.
- iv. **Dormant Plantings (Trees, Shrubs and Perennials).** Company will provide to Client a one (1) year limited warranty for plant materials installed during dormancy (late fall/early spring) if the plant does not leaf out in the following spring when weather conditions are conducive, provided that the plant material was purchased from and installed by Company. Company shall furnish labor and materials for a one-time replacement per plant under this limited warranty, provided the plant was purchased at full price and received proper care, as determined in Company's sole discretion.

c. **No Other Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NO OTHER WARRANTY IS PROVIDED BY COMPANY FOR ANY SOD/SEED, PLANTS, TREES, OTHER PLANT MATERIAL, LAWN MAINTENANCE, LANDSCAPE INSTALLATIONS, LANDSCAPING MAINTENANCE OR SNOW REMOVAL SERVICES. COMPANY MAKES NO OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER. COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. d.

d. **Exclusive Remedy.** Client's sole and exclusive remedy for breach of any warranty hereunder shall be the repair or replacement of any defective Services by Company as specified in this Agreement. Company shall have no liability under any warranty unless Client, at Client's expense, provides Company with a clear written statement describing the alleged defect within the applicable warranty period.

10. **Insurance.**

a. **Company's Policy.** Prior to commencing the Services under this Agreement, Company shall maintain commercial general liability insurance. Insurance coverage and certificates shall be provided upon request to Client prior to the commencement of any work.

b. **Client's Policy.** Prior to the commencement of the Services, Client shall obtain or maintain liability insurance for the Property on which the Services will be performed. This coverage can be purchased as a standalone general liability policy or, if there is an existing homeowners, commercial, condominium, HOA, property management or similar insurance policy, such coverage may be maintained under Client's current policy for the Property and certificates shall be provided upon request to Company prior to the commencement of the Services. 11.

11. **Termination and Suspension.**

a. **By Company.** Company shall have the right to suspend or terminate this Agreement for any reason upon providing Client at least fifteen (15) days written notice. In addition, Company shall have the right to suspend or terminate this Agreement immediately for cause if: (a) Client becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for the benefit of its creditors or files for protection from creditors under any bankruptcy or insolvency laws; (b) any representation or warranty made by Client herein or in any document or certificate furnished by Client in connection herewith proves to be incorrect in any material respect; or (d) Client materially fails to comply with any terms herein, including, but not limited to, failure to make any payment when due or to fulfill any payment conditions. If this Agreement is terminated by Company for any reason, Client shall pay Company for all materials provided to Client or ordered on Client's behalf, and for all Services performed before the effective date of termination. In addition, in the event of a default in payment by Client, Client shall also be liable to Company for any fees or costs incurred by Company related to the demand, commencement and/or prosecution of collection activities, including Company's actual attorney's fees, for such payment default.

b. **By Client.** Client shall have the right to terminate this Agreement only in the event of Company's material breach in its performance of the Services, and only if, prior to such termination, Company is given reasonable written notice of such material breach and an opportunity to cure. In the event of termination by Client, Client agrees to pay any outstanding balance owed to Company.

12. **Limitation of Liability.** Unless directly caused by the sole negligence or willful misconduct of Company, its agents, subcontractors or representatives, Company shall in no event be liable or responsible to Client for any damages, losses or liabilities arising from: (i) any natural causes or force majeure event; (ii) any unseen, unknown or concealed conditions in, on or about the Property or any condition at the Property that are not caused by the Services performed by Company; (iii) the performance of Services beyond the boundaries of the Property if the boundaries were not properly staked or marked by Client; (iv) use of products or performance of Services in conformance with any manufacturer directions, guidelines, warranty, standards or recommendations or otherwise in conformance with industry standards; (v) damage to items, including landscaping, curbing, concrete, asphalt or any paved surfaces, caused by the Company's snow removal equipment or salting, piling of snow or because such items are snow-covered or not visible; (vi) injuries to or damage suffered by Client or third parties resulting from slip and fall accidents related to snow or ice; (vii) Client's failure to fulfill any of its own obligations or responsibilities under the Agreement. If Company incurs any cost or expense attributable to any of the foregoing events, conditions or circumstances, such costs and expenses will be deemed additional work and billed to Client at Company's then-applicable hour rate(s). IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY

ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO COMPANY FOR THE SERVICES SOLD HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION, COMPANY SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER.

13. **Indemnification.** Client agrees to indemnify, defend, and hold Company harmless from and against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest penalties, fines, fees, costs or expenses of whatever kind (including reasonable attorneys' fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers) incurred by Company arising out of or related to Company's provision of the Services, any false or misleading information delivered by the Client pertaining to the Property, Client's failure to deliver relevant information to Company, or Client's own negligence, willful or intentional misconduct or breach of the Agreement. Client hereby grants Company permission to use Client's driveway for access and material storage, and Client shall hold Company harmless from any damage caused as a result. 14.
14. **Notice of Right to Cure.** Wisconsin law contains important requirements you must follow before you may file a lawsuit for defective construction against a contractor who constructed or completed your construction project. Section 895.07(2) and (3) of the Wisconsin Statutes requires you to deliver to the contractor a written notice of any construction conditions you allege are defective before you file your lawsuit, and you must provide your contractor the opportunity to make an offer to repair or remedy the alleged construction defects. You are not obligated to accept any offer made by the contractor. All parties are bound by applicable warranty provisions. Client hereby acknowledges receipt of the brochure required under Section 101.148 of the Wisconsin Statutes.
15. **No Modification Unless In Writing.** No modification of this Agreement shall be valid unless in writing and agreed upon by the Parties.
16. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin and shall be subject to the exclusive jurisdiction and venue of the courts of Dane County, Wisconsin.
17. **Waiver.** The failure of either party to insist on strict performance of this Agreement by the other, according to the terms and understanding herein, shall not be construed as a waiver of the right to insist on such performance and no waiver by either party of any breach by the other of any provisions shall be deemed a waiver of any other prior or subsequent breach.
18. **Severability.** Each provision of this Agreement shall be considered severable, and if for any reason any provision or provisions of this Agreement are determined to be invalid and contrary to any existing or future law, the invalidity shall not affect or impair the operation of those portions of this Agreement that are valid, or the application of such provisions in situations in which they are not invalid.
19. **Entire Agreement; Binding Effect.** This Agreement is the entire agreement between the Parties with respect to the transaction contemplated herein and supersedes all previous written or oral negotiations, commitments and writings. No promises, agreements, representations or warranties with respect to said transaction have been made by any of the Parties except as set forth herein. This Agreement shall bind and benefit the Parties and their respective personal and legal representatives, heirs, successors and permitted assigns.
20. **NOTICE OF LIEN RIGHTS. AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, COMPANY HEREBY NOTIFIES CLIENT THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON CLIENT'S LAND MAY HAVE LIEN RIGHTS ON CLIENT'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS IN ADDITION TO COMPANY ARE THOSE WHO CONTRACT DIRECTLY WITH THE CLIENT, OR THOSE WHO GIVE THE CLIENT NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, CLIENT PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVE TO THE MORTGAGE LENDER, IF ANY. COMPANY AGREES TO COOPERATE WITH THE CLIENT AND THE CLIENT'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.**

NOTICE OF CONSUMER'S RIGHT TO RECEIVE LIEN WAIVERS

If a consumer requests lien waivers, a seller of home improvement services must provide lien waivers from all contractors, subcontractors, and material suppliers. This Wisconsin law protects consumers from having liens filed against their property. Lien waivers prevent the filing of a lien on your home in the event that a remodeler does not pay suppliers or subcontractors. For more information about home improvement law, contact the Wisconsin Consumer Protection Bureau at 1-800-422-7128 or www.datcp.wi.gov. By signing below, Client acknowledges that it has received notice of its right to receive lien waivers.

Please sign below and return signed contract to Alt's Operation with a 50% down payment. Remaining balance is due upon project completion or other agreed upon terms listed in this contract.



Alt's Operation
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Verona, Wisconsin
53593

P.608-497-0010

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Office@altsoperation.com

Contractor: Tyler Nelson
Tyler Nelson

Client: M. Klause

Signature Date: 10/01/2025

Signature Date: 10/06/2025

Email: tyler@altsoperation.com

M. Klause