

**PROPOSAL AND CONTRACT**

Contact:  
 Company:  
 Mailing Address:  
 City, State Zip:  
 Job Name, Address:

Date:  
 Phone:  
 Fax:  
 Email:

The undersigned agrees to furnish and provide necessary labor, materials, tools, implements and appliances to perform and complete in a good workmanlike manner the following:

Interior plant service as per specifications and addenda.

	<u>PURCHASE OPTION</u>	<u>LEASE OPTION</u>
I. Initial Installation	\$	\$
II. Plant & Container Purchase	\$	
Or		
Plant & Container Lease		\$ /month
III. Guaranteed Maintenance	\$ /month	\$ /month
IV. Color Rotation	\$ /month	\$ /month
 Total Monthly Cost:	\$ /month	\$ /month

All of the above work to be completed for the sum of:

--As Stated Above -----

Any alterations or deviations from the above, involving the extra cost of material or labor, will be executed only on written orders for the same and will become an extra charge over the sum mentioned above. All agreements must be made in writing.

ARBITRATION OF DISPUTES: Any dispute or claim arising from this Proposal and Contract or any resulting transaction shall be decided by neutral, binding arbitration in accordance with the rules of The American Arbitration Association and not by court action (except the filing and enforcement of mechanics liens). Both parties agree to waive their judicial rights to discovery and appeal.

Terms of payment shall be as follows: All invoices due net 30 days.

This proposal is void if not accepted within 30 days.

Respectfully submitted,

Job Number: TBD

\_\_\_\_\_  
 Authorized Signature, Gardeners' Guild, Inc.

**ACCEPTANCE**

You are hereby authorized to furnish all materials and labor to complete the work mentioned in the above proposal for which we agree to pay the amount mentioned in the said proposal and in accordance with the terms thereof.

Signed \_\_\_\_\_  
 Authorized Signature

Date \_\_\_\_\_  
 Effective Date \_\_\_\_\_

NOTICE: Under the Mechanics' Lien Law, "any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has the rights to enforce a lien against your property. This means that, after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remains unpaid."  
 GGI 1/1/96

## SITE NAME

### INTERIOR PLANT CARE SPECIFICATIONS

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#### **LOCATION OF WORK:**

; plants and containers as indicated on Addendum A.

#### **SCOPE OF WORK**

Gardeners' Guild, Inc. (GGI) shall furnish all labor, equipment, transportation, materials and supervision necessary to provide complete and continuous care of all included interior plants rotated color and other work connected thereto as specified below.

#### **1. PERSONNEL/SUPERVISION**

1.1. All included work shall be performed by persons directly employed and supervised by GGI. GGI shall provide management and technical supervision.

1.2. Subcontractors may be utilized to perform certain specialized functions within this contract and will be directly supervised by GGI.

1.3. All employees of GGI shall be U.S. citizens or resident aliens and each is subject to the approval of the Client as to professional appearance and performance.

1.4. All work shall be conducted in a manner so as to cause the least possible interference with or annoyance to others.

#### **2. MATERIALS**

2.1. Materials shall be of the highest quality available. The County Agricultural Commissioner's Office must, by law, be given a monthly record of all herbicides, insecticides and disease control chemicals used.

2.2. Client understands and acknowledges that, in the performance of their obligations herein, GGI will require the use of certain government-approved chemicals, which will be applied in accordance with manufacturer's instructions and government regulations.

#### **3. INTEGRATED PEST MANAGEMENT**

GGI's standard landscape management program is based upon an Integrated Pest Management (IPM) philosophy, which emphasizes a preventive approach to disease and insect problems in order to maintain optimum health and vigor of the plants. Through routine monitoring by our trained field staff, we identify disease and insect problems in their earliest stages. Pest problems are managed by integrating biological, cultural, physical, horticultural and chemical strategies.

3.1. GGI will pre-notify Clients of IPM treatment actions as needed. The on-site posting or removal of information regarding these IPM treatment actions is excluded and is the responsibility of the Client. GGI can perform this posting, if desired, at an additional charge upon approval of a separate Work Order.

3.2. MSDS (Material Safety Data Sheets) will be provided to Client for any product, which is to be used on site either prior to or along with pre-notification.

3.3. Certain IPM treatment actions require a written recommendation of a licensed PCA. These recommendations will be performed at an additional charge.

3.4. Unless specifically stated, all IPM treatment actions are included.

#### **4. INTERIOR PLANT CARE**

4.1. GGI shall water all included plants, according to their needs, on a weekly basis. Care will be exercised to ensure that plants are not over or under watered. Any spills, etc., will be cleaned up promptly.

4.2. Foliage, up to seven (7) feet in height, will be cleaned on a routine basis to remove dust accumulation and to enhance plant health. Cleaning of foliage above seven (7) feet in height is EXCLUDED and will be performed by separate Work Order.

4.3. Containers will be cleaned on a routine basis to maintain an attractive appearance. Major cleaning of containers, such as polishing brass or removal of accumulated mineral build-ups, etc. is excluded.

4.4. Moss or other mulch material will be maintained in containers to conceal staging materials. Staging material may consist of plastic saucer, sponge foam and/or styrofoam to stabilize plants in containers.

4.5. Pruning, pinching, shaping and removal of dead foliage will be done regularly to ensure attractive and healthy plants. Plants may be turned periodically to promote even growth. Staking will be maintained and adjusted as necessary.

4.6. Plants will be fertilized with a liquid or granular fertilizer regularly, according to the needs of the plants.

4.7. Plants, which decline due to GGI's negligence, will be replaced promptly at no cost to the Client.

4.8. Plants installed and maintained by Gardeners' Guild are covered by a warranty against defects and will be replaced at no additional charge if they fail to perform satisfactorily, in accordance with industry standards. This warranty is void if plants are cared for by other than GGI personnel, or if outside interference such as, but not limited to vandalism, accidental damage, failure of HVAC systems, lack of hot and cold running water, relocation of plants without GGI's knowledge or to less favorable situations (i.e. lower light level, draft, etc.), introduction of toxic chemicals to soil, or for any other conditions outside of GGI's control. Replacement of plants, which are performing satisfactorily, will require an additional cost to Client.

4.9. Any plant replacement covered by Guaranteed Maintenance Program will be of like size and variety. Changes in plant size or varieties may require a Contract Change Order to adjust the monthly price.

4.10. This contract covers plants and containers, which are specified as in Addendum A within this document. The monthly cost will be subject to adjustment upon installation of additional plants and containers, which are to be maintained by GGI.

## **5. COLOR AREAS**

Color (blooming plants) shall be maintained **in accordance with the Frequency Schedule attached** by the following:

5.1. Color shall be rotated as per Addendum C.

5.2. Color shall be 'detailed' weekly. This includes removal of dead or faded bloom, leaf, litter, etc.

5.3. Color shall be watered according to its needs. Care will be exercised to ensure that plants are not over or under watered. Any spills, etc., will be cleaned up promptly.

5.4. Color, which declines due to GGI's negligence, will be replaced promptly at no charge to the Client. Color which declines due to vandalism or any other condition outside of GGI's control, will be removed and replaced at an additional charge, upon approval of a separate Work Order.

5.5. This contract covers color that is specified within this document. The monthly cost will be subject to adjustment upon installation of additional color which is to be maintained by GGI.

## **6. LEASE PROGRAM**

An optional Lease Program for plants and containers is available for an additional monthly charge as noted on the signature page. Plants will be replaced under the same warranty conditions as stated in Section 4.9 above, throughout the lease term. Early termination of a lease will require a pro-rated buy-out, based upon the remaining amount of lease payments. At the end of the stated lease term, Client has the option to continue the lease, or may choose to purchase the plants and containers at an agreed upon price.

## **7. CLIENT RESPONSIBILITIES**

7.1. Access to all included plants and containers must be made available to GGI during normal business hours as well as hot and cold running water. GGI may not be held responsible for plants if access to maintain is not provided.

## **8. GENERAL CONDITIONS**

8.1. If desired, GGI shall walk the entire site each month with the Client to ensure that all operations are being performed satisfactorily.

8.2. Any removal and/or replacement of plant material or extra clean up caused by storm damage, acts of God, or any other condition outside of GGI's control, will be performed at an additional charge.

8.3. Client shall be billed monthly on the first of the service month. Payment is due net 30. Service charges of 1.5% may be charged on all balances, which are not received not less than five days past the due date.

8.4. GGI agrees, upon request, to provide certificate of insurance for liability, property damage and worker's compensation. Client requests for a "waiver of subrogation" clause on the workers compensation insurance will result in an additional charge.

8.5. GGI shall obtain all licenses and permits required by City, County and State authorities.

## **9. CONTRACT TERM**

The term of this contract is one year. It may be terminated by either party upon thirty (30) days written notice. Because the monthly rate is based upon an average billing amount over the one-year term, there may be an adjustment made for over or under billing if Client wishes to terminate prior to the end of the one-year period. At the end of a one-year period, the contract will continue on a month to month basis until a contract extension is implemented.

NOTE: No inference and/or responsibilities are implied other than those items specifically listed.

**ADDENDUM A**

**SITE NAME**

**Existing Inventory**

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## ADDENDUM B

SITE NAME

### Frequency Schedule of Maintenance Operations

Interior Plant Care	Weekly	Bi-Weekly	Monthly	X/Year	As Needed	Comments
Color Rotation						See color rotation schedule
Handwater Color	X					
Routine Cleaning of Plants	X					
Handwater Plants	X					
Detail Plants	X					
Replace Mulch					X	
Check/Adjust Staging					X	
Fertilize					X	
Integrated Pest Management						
a. Monitor	X					
b. Treatments					X	
Clean Containers					X	
Adjust Staking					X	
Replace Plants					X	

**ADDENDUM C**

**SITE NAME**

**Color Rotation /Initial Installation of New Interior Plants and Containers**

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