

# OAKLAND GREEN INTERIORS

## **INTERIOSCAPE MAINTENANCE GUARANTEE**

During the period of the maintenance program on plants installed by Oakland Green Interiors we offer a replacement guarantee. Any plant which becomes defective due to decline from disease, insect attack, or improper watering is replaced. Plants remain healthy and attractive, or they are promptly replaced at no cost to the Client.

When this Agreement is for maintenance of plants not installed by Oakland Green Interiors there is still a possibility of a replacement guarantee. This guarantee will be based on the condition of the plants, discretion of Oakland Green Interiors and a request by the Client.

1. The Client or Owner will be responsible for the full cost of plant or container replacement in the event of damage caused by:
  - a. Watering or other well-meaning care by any client employees.
  - b. Accidental or malicious damage by employees, cleaning, or other personnel to either plants or containers.
  - c. Lack of building heat or air conditioning to the extent that plant health is damaged.
  - d. Theft or mysterious disappearance of plants and/or containers.
  - e. Moving of any plants to different locations that that initially specified without our prior approval.
  - f. Lowering of lighting levels below those which were originally specified as a basis for plant specification or below those existing at the time of our initial quotation for the maintenance contract.
2. Access to all plants for maintenance purposes during normal working hours unless negotiated otherwise. Should access not be available during the routine maintenance hours because of meetings in progress or locked premises, Client agrees to pay for an additional visit and guarantee of said plants would become void if visit is prohibited.
3. All replacement plants will be of the same quality and height as those originally specified and installed or those originally in place when we commenced maintenance. We reserve the right to replace any specified plant with another species of the same value, which will achieve essentially the same desired appearance and height.
4. Payments for plant maintenance services, leases, or plant rentals are billed monthly in advance. Balance due for purchased plants, delivery, and installation is billed immediately following installation. All invoices are due in 30 days.
5. We reserve the right to annually renegotiate our maintenance charges to reflect recognized and significant changes, if any, in operating costs, or inflation.

6. Payment Terms: Net Thirty Days. A service charge of 1 1/2% per month will be added to all invoices which are overdue more than 30 days from the date of initial invoice.
7. In the event Client fails to fully and timely perform all its obligations in this agreement, Oakland Green Interiors, Inc. may declare this agreement to be in default. In such an event, Client shall immediately pay Oakland Green Interiors the full amount of money due for the entire remaining term of this agreement.
8. Clients with balances 60 days overdue will not receive guaranteed plant replacement until their account is paid in full. Clients with balances 90 days overdue will receive notification of service termination and further appropriate action will be taken to collect the delinquent debt.
9. In the event that Client wishes to cancel/terminate their plant rental contract early, an early-termination fee will be assessed, dependent on date of cancellation. For 36 month contracts, with cancellation within the first year of the date of contract signing, the fee is 75% of the remaining value of the plant material and container rental price; for termination within the second year of the contract, the termination fee is 50% of the remaining value of the plant material and containers rental price; within the third year, the fee is 25% of the remaining value of the plant material and container rental price. For 24 month contracts, with cancellation within the first year of the contract, the fee is 75% of the remaining value of the plant material and container rental price; within the second year, fee is 50% of the remaining value of the plant material and containers rental price. This fee is merely an early-termination fee, should Client wish to terminate the contract early AND take ownership of the plants, the full remaining market value of the plants will be assessed to the Client.
10. This contract will automatically renew at the end of the contract period unless either party notifies the other in writing 30 days prior to the termination date.

## **EXTERIOR PLANT MAINTENANCE TERMS AND CONDITIONS**

Oakland Green Interiors will maintain planted exterior containers year-round, supplying the plant material, fertilizer, and all plant maintenance, including watering and pruning, deadheading, and standard pest control as needed. Our team shall make every effort to maintain the health and growth of all plant material. Oakland maintenance technicians will make sure that containers are clean and free from debris, and make sure that the area immediately surrounding the container is swept and clean.

1. Exterior plantings under maintenance with Oakland Green Interiors are guaranteed for 7 days after installation. After 7 days, there is no warranty for exterior container plants, due to the many factors that are beyond our control, which can affect plant health. These factors include, but are not limited to, theft, malicious damage or introduction of harmful substances, weather damage, animal damage (outside of typical plant pests treatable by Oakland Green Interiors), damage due to containers being moved or placed outside of initial scope of contract, well-meaning care by non-Oakland Green Interiors employees, etc.

2. Plants installed in containers that are not maintained by Oakland are not considered under warranty, due to the wide variety of conditions to which they can be subject, especially and including lack of sufficient water.
3. Oakland Green Interiors is not responsible for water stains on concrete, wood, or other surfaces from water draining from maintained planters.
4. Oakland Green Interiors will not be responsible for guaranteeing plant material under maintenance, except when we were obviously negligent in the performance of the work outlined herein. Replacements will be proposed and billed on a time and materials basis.
5. Plant material planted in the ground (not in containers, hanging baskets, window boxes, etc.) by Oakland Green Interiors is covered by the standard Oakland Nursery warranty:
  - a. Outdoor trees, shrubs and bamboo — 1 Year
  - b. Perennials, houseplants, bare-root stock and grasses — 30 Days
  - c. Roses — 6 months or until December 1.
  - d. Pond plants, annuals, bulbs, seeds, and sod — No Warranty
  - e. Evergreens sold between Thanksgiving & December 30 — No Warranty
6. Failure to make payment within thirty days of billing will void warranty.
7. Maintenance charges are subject to yearly increases to reflect changes, if any, in material costs, operational costs, and/or inflation.
8. Plants are changed seasonally, per contract, to provide continuous, year-round color and materials are based on availability, durability, and horticultural performance. Volume and varieties of rotation plantings are based on the monthly rate paid by the client and in most cases based on the design choices of the installation teams. Plant material can include spring pansies and other cool-weather annuals, assorted annuals and tropical plants in summer, mixed arrangements of fall foliage, colorful kale, and grasses, and evergreen foliage throughout the winter. Additions or changes to seasonal plantings will be charged to the client on a time and materials basis.

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