

INTERIOR PLANTSCAPE MAINTENANCE AGREEMENT

This agreement for interior landscape maintenance services is made between OAKLAND GREEN INTERIORS ("Contractor") and ABC Company located at 123 High St. Columbus, OH

Oakland Green Interiors offers a complete plant maintenance program designed to insure the health and appearance of the Client's plants. We assume total responsibility for care of the plants and include, when appropriate, a replacement guarantee.

SERVICES

Watering: Proper water for all species is provided.

Fertilizing: Feeding will generally take place via water soluble or slow release methods during months of active growth. Soil and foliar tests will be made when necessary.

Problem Prevention: Preventative measures (spray or systemic) for insect and disease control are provided as needed. We are licensed by the State of Ohio for pesticide application. We practice Integrated Pest Management.

Plant Area Cleaning: All planters are kept clean of leaves and debris. Container exteriors, with the exception of metals, will be kept clean. Brass, chrome, etc. can be cleaned at an additional charge.

Trimming and Pruning: The aesthetic grooming of the plants is done as necessary, according to standard horticultural practices, to maintain each plant in the space allocated, and to promote plant health and longevity.

Foliage Cleaning: Dusting, wiping, or washing shall be done regularly, for both aesthetics and continued growth. Leaf polish is not used as a substitute for foliage cleaning.

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.

TERMS AND CONDITIONS

- 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.



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TERMS & CONDITIONS CONTINUED

- 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 10 days.
- 5. We reserve the right to renegotiate annually our maintenance charges to reflect recognized and significant changes, if any, in operating costs, or inflation.
- 6. Payment Terms: Net Ten 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 of its obligations in this agreement, Oakland Interiorscapes, Inc. may declare this agreement to be in default. In such event, Client shall immediately pay Oakland Interiorscapes 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. 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.

This agreement covers the maintenance and guarantee of all plants on the attached plant list.

at a cost of <u>Beginning:</u> and continues for one-year <u>Terminating:</u>

Oakland Interiorscapes	ABC Company
Submitted By:	Accepted By:
0 Sales/Business Development	Date:

greeninteriors@oaklandnursery.com