P.O. Box 3261
Newport Beach, CA 92659
949-230-5872
Fax -714-274-9926
Living_landscapes@yahoo.com
www.LivingLandscapes.us
CL# 932132

MAINTENANCE PROPOSAL

SCOPE OF SERVICES:

1- Service: Living Landscapes agrees to maintain on a weekly, bi-weekly or monthly basis, the specified plants in good health and appearance by proper trimming, watering, mowing, edging, cleaning, spraying, fertilizing and pest inspection. (Materials, and/or chemicals, etc billed sparately). All plant material will be on a specific fertilizing, and spray schedule depending on the type of plant material and the time of year.

2- Term: This agreement is on a month to month basis, with both parties having the right to cancellation with 30 day notice in writing. However if client fails to make any maintenance payment due here under within 10 working days of the due date(s) then Living Landscapes may, at its option, terminate this agreement or discontinue any plant maintenance service. Client shall remain responsible for any unpaid balances and all unpaid balances shall be paid within 30 days or account will be turned over for collection.

3- Price: Client agrees that during the term of this Agreement, the client shall pay to Living Landscapes the sum of $45.00 per hour for above listed services to be invoiced the first day of each calendar month and due upon receipt of invoice.

4- Additional Services: Above prices do not include chemicals used for fertilizing or pest control. Replacement color for borders in beds and pots will be billed as an additional charge, approximately every 3 months, if requested. Plant material and shrubs will be billed as an additional charge when needed and/or requested by client. Labor for planting will be billed as an additional charge. Staging for parties or special events will be billed sparately from the maintenance contract.

5- Access: Living Landscapes shall have the right of access to the client's location during normal business hours or any other pre-determined time to inspect and maintain the plants according to the schedule agreed upon with the client.

6- Warranty: During the term of this agreement, Living Landscapes will to the best of their ability maintain all installed plant material and accessories. Client assumes liabiity for all loss of said plants due to but not limited to:

A. Fire, flood, Earthquake or other Acts of God
B. Over or under watering due to power failures or extreme weather conditions
C. Accidental or malicious damage by Trespassers or the Public

This instrument constitutes the sole and only Agreement of the parties relating to the maintenance of said plants, until terminated by either party with 30 days notice in writing.

Living Landscapes	Date	Client
		Client
		Address
		Address
		Phone #