

# FLOWBOY LANDSCAPES, INC.

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## MAINTENANCE PROPOSAL AND AGREEMENT

THIS AGREEMENT IS BY AND BETWEEN FLOWBOY LANDSCAPES INC. HEREAFTER CALLED  
"CONTRACTOR" AND OWNER OR OWNER'S AUTHORIZED REPRESENTATIVE.

PROJECT NAME: \_\_\_\_\_

PROJECT REPRESENTATIVE : \_\_\_\_\_

CONTRACTOR AGREES TO FURNISH ALL LABOR, SUPERVISION, TOOLS AND EQUIPMENT NECESSARY TO  
MAINTAIN THE LANDSCAPED AREAS.

**PAYMENTS** - CONTRACTOR SHALL PROVIDE LANDSCAPE MAINTENANCE SERVICE IN  
CONFORMITY WITH THIS AGREEMENT, FOR THE PRICE OF \$ \_\_\_\_\_ PER MONTH.  
INVOICES ARE PAYABLE BY THE TENTH DAY OF EACH CALENDAR MONTH IN WHICH THE  
WORK IS TO BE PERFORMED.

CONTRACTOR SHALL MAINTAIN THE LANDSCAPED AREAS IN ACCORDANCE WITH THE FOLLOWING  
SPECIFICATIONS AND CONDITIONS:

**I. WATER AND/OR IRRIGATION** - OWNER SHALL PROVIDE ALL WATER NECESSARY FOR IRRIGATION.

**AUTOMATIC IRRIGATION** SHALL BE APPLIED ON A SCHEDULED BASIS WITH SUCH FREQUENCY AND QUANTITY AS TO PROMOTE  
HEALTHY GROWTH. THIS SHALL BE ACCOMPLISHED BY ADJUSTING AUTOMATIC CONTROLLER; BASED ON CHANGES IN RAINFALL  
AND TEMPERATURE.

**MANUAL IRRIGATION** SHALL BE APPLIED TO PROMOTE HEALTHY GROWTH USING THE SAME CRITERIA ABOVE.

**HAND WATERING OF LANDSCAPED AREAS NOT COVERED BY EITHER MANUAL OR AUTOMATIC SPRINKLER SYSTEMS SHALL BE THE SOLE  
RESPONSIBILITY OF THE CONTRACTOR.**

**IRRIGATION REPAIR** - CONTRACTOR IS RESPONSIBLE TO REPAIR IRRIGATION LATERAL SYSTEMS INCLUDING LABOR &  
MATERIALS.

**EXTRA** - MAINLINE, VALVES, WIRING AND CONTROLLER WORK WILL BE BILLED ON A TIME AND MATERIAL BASIS AS AN EXTRA  
COST. FOR SYSTEM UPGRADES OR IMPROVEMENTS, THE OWNER PAYS MATERIAL COSTS, THE GARDENERS PROVIDE THE  
INSTALLATION LABOR.



**2. TREES, SHRUBS AND VINES** - PRUNING, THINNING AND TRIMMING OF SHRUBS AND TREES, AND TRAINING AND TRIMMING OF VINES SHALL BE ACCOMPLISHED ON A REGULAR BASIS TO MAINTAIN A NEAT APPEARANCE AND PROMOTE HEALTHY GROWTH. WORK WILL INCLUDE REMOVAL OF SUCKERS, CROSS BRANCHES AND DEAD WOOD. EXISTING STAKING AND GUYING OF TREES SHALL BE INSPECTED REGULARLY AND CHANGED AS REQUIRED TO PERMIT GROWTH EXPANSION AND TO PREVENT DAMAGE FROM CHAFING. THE GENERAL EMPHASIS WILL BE TOWARDS PRUNING SHRUBS TO NATURAL FORMS.

**EXTRA** - PRUNING OF TREES ABOVE (20') SHALL BE ACCOMPLISHED BY A PROFESSIONAL TREE SURGEON UPON APPROVAL BY OWNER AND SHALL BE BILLED AS AN EXTRA.

**3. GROUND COVER AND FLOWER BED MAINTENANCE** - SHALL CONSIST OF TRIMMING GROUND COVER WHERE NEEDED AROUND TREES, SHRUBS, ETC. BEDS TO BE WEDED AND CLEANED OF LEAVES AND DEBRIS ON A REGULAR BASIS TO MAINTAIN A NEAT AND CLEAN APPEARANCE.

**4. MOW ALL LAWNS ON A SCHEDULE BASIS** - TO MAINTAIN A NEAT APPEARANCE AND TO PROMOTE HEALTHY GROWTH. THE GRASS SHALL BE EDGED TO ITS LOCAL CONFINES, E.G. AROUND ALL TREES, SPRINKLERS, FENCES, LIGHTS, ETC. AFTER MOWING AND EDGING, THE CLIPPINGS SHALL BE REMOVED FROM THE SIDEWALKS, DRIVEWAYS AND CURBS.

**5. FERTILIZER** - SHALL BE APPLIED AS NECESSARY TO MAINTAIN HEALTHY GROWTH. APPLICATION SHALL BE DETERMINED BY THE TIME OF YEAR, SOILS, TYPE, AND CONDITION OF PLANTS. ANY PRE-EXISTING CONDITIONS THAT ARE DETRIMENTAL TO PLANT GROWTH ARE NOT THE RESPONSIBILITY OF THE CONTRACTOR.

**6. HARDSCAPED AREAS** SHALL BE CLEANED OF DEBRIS.

**7. INSECTS, DISEASE, WEEDS, FUNGUS AND OTHER PESTS** - ON TREES, SHRUBS, GROUND COVERS, AND LAWNS SHALL BE CONTROLLED. CONTROL OF THESE SHALL BE ACCOMPLISHED AS NECESSARY. ANY PRE-EXISTING CONDITIONS THAT ARE DETRIMENTAL TO PLANT GROWTH ARE NOT THE RESPONSIBILITY OF THE CONTRACTOR.

**EXTRA** - TREE SPRAYING IS EXTRA PERFORMED BY AN ARBORIST.

**8. SITE INSPECTION** - UPON REQUEST, A MONTHLY INSPECTION OF THE GROUNDS COVERED BY THIS AGREEMENT SHALL BE MADE BY CONTRACTOR AND OWNER. THIS MONTHLY SITE INSPECTION WILL BE DOCUMENTED IN A WRITTEN REPORT.

**9. GENERAL** - THE OWNER SHALL CONTINUOUSLY FURNISH AND PAY FOR UTILITIES SUCH AS WATER, POWER, AND ON SITE TRASH CONTAINER. CONTRACTOR SHALL FURNISH AND OWNER SHALL PAY FOR ADDITIONAL PLANT MATERIALS AND ANNUAL COLOR. CONTRACTOR SHALL FURNISH SPRINKLER PARTS, FERTILIZER, CHEMICAL OR WEED AND INSECT CONTROL. OWNER TO PROVIDE LANDSCAPE STORAGE AREA AS NEEDED.

**10. EXCLUSIONS** - THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR VANDALISM, THEFT, ADVERSE NATURAL CONDITIONS, OR ANYTHING BEYOND THE CONTROL OF THE CONTRACTOR. CONTRACTOR CANNOT GUARANTEE THE HEALTH OR LIFE OF ALL PLANTINGS.

## **11. WORKING DAY SCHEDULE** - CONTRACTOR RECOGNIZES

THE FOLLOWING HOLYDAYS:

**PRESIDENT'S DAY, GOOD FRIDAY, MEMORIAL DAY, 4<sup>TH</sup> OF JULY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS & NEW YEAR'S**

CONTRACTOR WILL DO WHAT JOBS ARE POSSIBLE ON RAIN DAYS. NO PRO-RATING OF BILL FOR LOST TIME IS ALLOWED.

CONTRACT BASED ON (      ) **HOURS PER WEEK** SUPERVISION AS NEEDED.

**12. WORK STOPPAGE** - THE CONTRACTOR SHALL HAVE THE RIGHT TO STOP WORK IF ANY PAYMENT SHALL NOT BE MADE TO CONTRACTOR UNDER THIS AGREEMENT. THE CONTRACTOR MAY KEEP THE JOB IDLE UNTIL ALL PAYMENTS DUE HAVE BEEN RECEIVED. SUCH ACTION BY THE CONTRACTOR SHALL NOT, IN ANY MANNER, BE DEEMED A BREACH OF THIS CONTRACT BY THE CONTRACTOR.

**13. INSURANCE** - CONTRACTOR SHALL MAINTAIN FULL GENERAL LIABILITY, PROPERTY DAMAGE AND WORKERS COMPENSATION INSURANCE. CERTIFICATES OF INSURANCE SHALL BE FURNISHED UPON REQUEST.

**15. LEGAL FEES** - ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH THEREOF WILL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE NON-PREVAILING PARTY TO THE ARBITRATION AGREES TO PAY TO THE PREVAILING PARTY ALL COSTS AND EXPENSES OF THE ARBITRATION INCURRED BY THE PREVAILING PARTY, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY=S FEES FOR ALL LEGAL COUNSEL, DEPOSITIONS, WITNESS FEES, TRAVEL AND LODGING AND OTHER EXPENSE INCURRED IN CONNECTION WITH THE ARBITRATION, AND IF THE PREVAILING PARTY SHALL RECOVER JUDGMENT IN ANY ACTION OR PROCEEDING, THE COSTS, EXPENSES, AND ATTORNEY=S FEES SHALL BE INCLUDED AS PART OF THE JUDGMENT.

**16. DEFAULT NOTICE** - IN THE EVENT THAT ITEMS OR CONDITIONS ARE TO BE CORRECTED OR REMEDIED OWNER AGREES TO PROVIDE CONTRACTOR WITH ADEQUATE NOTIFICATION OF SAID ITEMS. OWNER FURTHER AGREES TO ALLOW CONTRACTOR ADEQUATE TIME TO REMEDY THOSE ITEMS OR CONDITIONS.

17. THE TERM OF THIS CONTRACT IS (1) YEAR. A (3%) ANNUAL INCREASE WILL BE APPLIED. THE CONTRACT IS ONLY REVOKED IF ARBITRATION DEEMS THE CONTRACTOR IS IN DEFAULT. THIS CONTRACT AUTOMATICALLY RENEWS ANNUALLY, UNLESS SPECIFICALLY REVOKED IN WRITING.

TO ACCEPT THIS CONTRACT OWNER MUST SIGN AND DATE BELOW AND DELIVER AN ORIGINAL SIGNED COPY TO CONTRACTOR.

**WE HAVE READ, UNDERSTAND AND AGREE TO ALL TERMS OF THIS CONTRACT AND WE ACCEPT THIS PROPOSAL AND AGREE TO BE SO BOUND.**

          **Plowboy Landscapes, Inc.**            
NAME OF CONTRACTOR

\_\_\_\_\_  
SITE CONTACT PERSON

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
ADDRESS

          **DOUG WASSON**            
SALESMAN

\_\_\_\_\_  
PHONE

\_\_\_\_\_  
CONTRACTOR SIGNATURE

\_\_\_\_\_  
OWNER - BUYER SIGNATURE

**CONTRACTOR'S LICENSE # 598795**

