

**CLIENT SERVICES AGREEMENT FOR MAINTENANCE  
GREENBLOOM LANDSCAPE DESIGN INC.**

This Agreement is made on \_\_\_\_\_ (the “Effective Date”), BETWEEN \_\_\_\_\_, (the “Client”), and GREENBLOOM LANDSCAPE DESIGN INC., a corporation incorporated under the federal laws of Canada (“Greenbloom”) (collectively, the “Parties”, individually the “Party”).

**NOW THEREFORE for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following terms and conditions:**

**1. Services and Fees**

- (a) **Schedule A** to this Agreement describes the services that Greenbloom shall perform (the “Services”) and the cost for the Services (the “Fees”) pursuant to a quote that the Client has accepted from Greenbloom (the “Quote Number”).
- (b) In performing the Services, Greenbloom may rely on drawings and specifications pre-approved by the Client (the “Drawing and Specifications”).

**2. Term, Renewal and Termination**

- (a) The term of this Agreement shall commence on \_\_\_\_\_ and end on \_\_\_\_\_ unless terminated earlier in accordance with the following: (the “Term”)
  - i. Either Party may terminate this Agreement without notice if:
    - I. The other Party fails to perform its obligations hereunder or materially breaches any terms or condition of this Agreement, and the breaching Party, upon **FIVE (5) DAYS** written notice does not remedy said breach; or
    - II. The other Party provides written consent.
  - ii. If the provision of the Services or relevant part of the Services is prohibited by law or court order, Greenbloom may unilaterally suspend the Services or terminate this Agreement.
  - iii. Unless otherwise specified in this Agreement, the Client may terminate this Agreement for any reason with THIRTY (30) DAYS written notice to Greenbloom.
- (b) If this Agreement is terminated for any reason, the Client shall pay Greenbloom the full amount of the Fees owing for the Services rendered up to the date of termination. If this Agreement is terminated due to the fault of the Client, the Client will also be responsible for any damages and out of pocket expenses, including legal fees, incurred by Greenbloom.
- (c) Notwithstanding anything to the contrary in this Agreement, the payments due under **Schedule A** to Greenbloom shall survive the termination of this Agreement, regardless of how such termination has occurred.

**3. Payment**

- (a) Upon execution of this Agreement, the Client shall promptly provide Greenbloom with its credit card information for the purpose of paying the compensation due hereunder.
- (b) The Client shall be invoiced for the Services on a monthly basis, payable in advance pursuant to **Schedule A**. The Client will be required to pay GREENBLOOM the invoiced amount monthly by pre-authorized credit card, unless otherwise agreed by the Parties. Late payments shall incur interest of **TWO PERCENT (2%)** compounded monthly. Late or

insufficient payments exceeding THIRTY (30) days will void any warranties and guarantees provided in this Agreement. All compensation for the Services is non-refundable. This provision shall survive termination of this Agreement.

#### **4. Relationship of Parties**

Greenbloom shall retain independent professional status throughout this Agreement and shall use its own discretion in performing the tasks assigned, subject to the availability of the Client. Greenbloom is not an employee of the Client and is ineligible for any Client employee benefits, employment insurance or payroll deductions. Greenbloom may accept assignments or employment with third parties so long as they do not interfere with the Greenbloom's obligations under this Agreement. Nothing herein or in the performance hereof shall imply an employee-employer relationship, joint venture, partnership or principal and agent relationship between the Parties.

#### **5. Limited Liability of Greenbloom**

- (a) The parties agree that the professional responsibility of Greenbloom under this Agreement shall be limited to direct and actual money damages effectively incurred by the Client, the claims for which must be brought by the Client within **ONE (1) YEAR** from the date of the specific service giving rise to the claim, regardless of when the Client had knowledge of the potential for making the claim. The liability of Greenbloom hereunder shall not in the aggregate exceed the Fees paid to Greenbloom for the Services, regardless of the number of claims and the liability of which must be brought and such liability shall not in any case extend to any of Greenbloom's officers, directors or employees.
- (b) In no event shall Greenbloom be liable for failure or delays in performance that arise from accumulate causes beyond its control, including the untimely performance by the Client nor lost profits, loss of goodwill or other special, incidental, exemplary, punitive, indirect or consequential damages, even if Greenbloom has been notified or should have known of the possibility of these damages being incurred or of any such claim. The Client waives any claim and recourse against Greenbloom in these instances.
- (c) In no event shall Greenbloom be liable for damages caused by the accumulation of ice or damage to existing irrigation and/or garden lighting systems. The Client acknowledges that if applicable, Greenbloom has recommended that such systems be redone to accommodate the Services.

#### **6. Indemnification by the Client**

The Client agrees to indemnify and save Greenbloom harmless from and against all losses, expenses, legal fees, disbursements and damages relating to claims of any kind which third parties ever had, now have, or may in the future have against Greenbloom or the Client by reason of any cause, whether known or unknown, arising from, connected with, or in any way related to the Services, the performance of this Agreement, any misrepresentation by the Client pertaining to the Premises or any omission of information relevant to the Services by the Client unless such claim is incurred as a result of the wilfull misconduct of Greenbloom. This provision shall survive termination of this Agreement.

#### **7. Obligations of the Client**

- (a) Prior to the commencement of the Services, the Client shall provide Greenbloom with information as to the location of property lines and all subsurface utility and service lines, including but not limited to electrical, telephone, cable, hydro and gas lines and water and

irrigation pipe-lines and conduits. Greenbloom shall rely on the accuracy and completeness of all such information and shall not be liable for damages or costs resulting from any errors or omissions in that regard. The Client shall be liable for all claims and damages arising from the Client's failure to provide such information accurately.

- (b) Unless otherwise provided for herein, the Client shall be responsible for obtaining any municipal building permits required in relation to the performance of the Services and all associated expenses.
- (c) The Client shall reimburse Greenbloom for or pay all costs related to the removal of items obstructing the performance of the Services including but not limited to removal of buried rocks, stumps and foundations.

## **8. Obligations of Greenbloom**

- (a) Greenbloom shall supply all labour, tools, equipment and machinery, heat and other services necessary to perform the Services.
- (b) Unless otherwise specified herein, all materials for the Services (the "**Materials**") shall be new.

## **9. Ownership Rights**

- (a) All intellectual property rights related to the Drawings and Specifications that are contemplated, developed, and accomplished by Greenbloom pursuant to this Agreement during the Term (the "**Intellectual Property**") and the Materials, is deemed to be Greenbloom's absolute property until Greenbloom has been paid in full for the Services rendered under this Agreement after which such ownership rights are deemed to be the Client's property.
- (b) The Client authorizes Greenbloom to take photographs of the Premises for the sole use of promoting Greenbloom'S business and grants all intellectual property rights related to such photographs.

## **10. Non-Solicitation**

During the Term of this Agreement and for a period of SIX (6) MONTHS thereafter, each party agrees that it will not, without the prior written consent of the other Party solicit, recruit nor hire any person of the other party, or any former person who was employed during the term of this Agreement, for placement in any other organization.

## **11. Insurance**

Greenbloom, at its sole cost and expense, shall maintain appropriate insurance as outlined in **Schedule B** attached hereto.

## **12. Warranties and Guarantees**

- (a) Greenbloom represents and warrants to the Client that it has the experience and ability to perform the Services; that it will perform the Services in a professional, competent and timely manner; that it has the power to enter into and perform this Agreement; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, provincial and municipal laws including but not limited to intellectual property laws.

(b) The Client warrants that it owns the Premises and that the Services and its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, provincial and municipal laws including but not limited to intellectual property laws

### **13. Force Majeure**

Greenbloom shall have no obligation, and shall not be liable for any damages, to the Client in the event that performance is beyond Greenbloom's reasonable control for any reason whatsoever including, without limitation, the following: unfavourable weather, delays in obtaining permits, vandalism, strikes, work stoppages, fire, water, governmental action, acts of God (including, without limitation, earthquakes, rains, floods or lightning), or public enemy, delays of suppliers, subcontractors, failure or stoppage of electricity, software, telephone, internet or other utility.

### **14. Assignment and Enurement**

The rights and obligations in this Agreement shall be assignable in Greenbloom's sole and absolute discretion. Neither this Agreement nor any right or obligation under this Agreement may be assigned by the Client without the prior consent of Greenbloom. This Agreement enures to the benefit of and is binding upon the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

### **15. General**

The Parties agree that in the event that any part of this Agreement is deemed unenforceable by a court of law, the remaining provisions shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada. No amendment or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. Headings are solely for convenience of reference. This Agreement, together with the Schedules attached hereto, constitutes the entire agreement between the Parties and supersedes all prior agreements and may only be amended or modified only by a written instrument signed by both Parties.

### **16. Notices**

Any notice provided for under this Agreement shall be in writing and shall be sufficiently given if delivered personally; shall be deemed to have been sufficiently given within **FORTY-EIGHT (48) HOURS** if sent by registered mail; or shall be deemed to have been sufficiently given upon confirmation of receipt if transmitted by electronic mail or delivered personally, to the following address or such other address as either Party may specify hereinafter by giving notice to the other Party in accordance with the procedure outlined in this section:

**For Greenbloom:**

Attention: Yahel Nov

E-mail: office@greenbloom.ca

Address: 165 Geary Avenue, Toronto, ON M6H 2B8

**For the Client:**

Attention:

E-mail:

Address:

**17.Independent Legal Advice**

The Client acknowledges that it has read, understands and agrees with all of the provisions of this Agreement, and acknowledges that it had the opportunity to obtain independent legal advice with respect to it.

**IN WITNESS WHEREOF**, each of the Parties has executed and delivered this Agreement as of the date first set out above.

_____	)	_____
Witness:	)	CLIENT NAME
	)	
	)	<b>GREENBLOOM LANDSCAPE DESIGN INC.</b>
	)	
_____	)	_____
Witness:	)	Per: YAHEL NOV, President
	)	I have authority to bind the corporation

**Schedule A  
Description of Work**

**1. Services and Fees**

GREENBLOOM shall render the followings services to the Client on the lands municipally known as \_\_\_\_\_ (the “**Premises**”) in return for the monthly fee stated below (the “**Monthly Fee**”) and other reasonable out of pocket expenses (collectively the “**Fees**”):

<b>SERVICES</b>	<b>FREQUENCY/MONTH</b>	<b>MONTHLY FEE</b>	<b>QUOTE NUMBER</b>

**GREENBLOOM reserves the right to modify its Monthly Fee at any time upon providing THIRTY (30) DAYS’ advance written notice to the Client.**

**2. Expenses and Additional Work**

(a) The above Fees constitute GREENBLOOM’s entire remuneration for the Services under this Agreement.

(b) Any additional work not contemplated by this Agreement shall be billed to the Client **at a rate mutually agreed upon by the parties in writing.**

## **SCHEDULE B INSURANCE**

Greenbloom shall maintain the following insurance policies at its sole cost and expense while this Agreement is effective:

- (a) Commercial General Liability Insurance covering public liability and property damage in a combined single limit of not less than **TWO MILLION (\$2,000,000.00) DOLLARS**; and
- (b) Adequate insurance covering its employees including if applicable, workplace safety and insurance coverage.