

CLIENT SERVICES AGREEMENT FOR PROJECTS GREENBLOOM LANDSCAPE DESIGN INC.

This Agreement is made on _____, 20____ (the “Effective Date”), BETWEEN [CLIENT], (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 in relation to a certain project (the “Project”)
- (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) Unless terminated earlier in accordance with the below, the term of this Agreement shall commence on the Effective Date and terminate on the date that the Client executes the Project Acknowledgement Form in the form attached hereto as **Schedule D** (the “Term”).
- (b) This Agreement may be terminated upon the occurrence of one of the following:
 - 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.
- (c) If this Agreement is terminated for any reason, the Client shall pay Greenbloom the full amount of the Actual Compensation and the Reimbursements 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.
- (d) Notwithstanding anything to the contrary in this Agreement, the payments due under **Schedule A** to Greenbloom, including without limitation the Actual Compensation and the Reimbursements, 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) Upon execution of the Project Assignment, upon the request of Greenbloom in its sole discretion, the Client shall pay Greenbloom a non-refundable deposit of 50% of the Estimated

Compensation as indicated in the Project Assignment (the “**Deposit**”) via credit card, after which Greenbloom shall schedule with the Client time to complete the Project.

- (c) Upon execution of the Project Acknowledgement Form, the Client shall be invoiced for the Actual Compensation minus the Deposit. The Client shall be required to pay Greenbloom such invoiced amount by the deadline indicated in **such invoice** by pre-authorized credit card, unless otherwise agreed to by the Parties. Late or insufficient 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. 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 (which for greater certainty, excludes the Disbursements and Reimbursements) 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 Customer 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 Project (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
- (c) Greenbloom warrants all hardscape workmanship and hardscape materials supplied pursuant to this Agreement for **two (2) years** after completion of the Project, against defects.
- (d) For house plant material supplied by Greenbloom, Greenbloom guarantees a one-time, free repair or replacement of each Service using such material within forty-five (45) days.
- (e) For all other plant material supplied by Greenbloom except for annual plants, Greenbloom guarantees a one-time, free repair or replacement of each Service using such material within six (6) months
- (f) Upon the Client providing Greenbloom with notice of a proper warranty claim under this Agreement, Greenbloom shall have THIRTY (30) days to respond to such warranty, or such other reasonable period of time as is required in the circumstances.

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 the Client:

Attention:

E-Mail:

Address:

For Greenbloom:

Attention: Yahel Nov

E-mail: office@greenbloom.ca

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

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:)
)
)
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)
)
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Witness:)

CLIENT NAME
GREENBLOOM LANDSCAPE DESIGN INC.

Per: YAHHEL NOV, President
I have authority to bind the corporation

**Schedule A
Services and Compensation**

Project Assignment

FROM: GREENBLOOM LANDSCAPE DESIGN INC.

TO:

DATE:

PROJECT NUMBER:

1. Services

Greenbloom shall perform the following services on the lands municipally known as _____ (the “**Premises**”) for the Client (the “**Services**”):

2. Permits

The following permits, certificates and licenses are required for the Services and shall be obtained and paid for by the Client at the fees listed in section 3 below:

[LIST OF PERMITS or N/A]

3. Estimated Cost

The Parties agree that the **estimated cost** of the Services shall be calculated as follows: (the “**Estimated Compensation**”)

i. Items on which the price is set:

PERMITS, CERTIFICATES AND LICENSES \$

ii. Items on which the amount is estimated: \$

Total (the “**Disbursements**”) \$

iii. Greenbloom’s estimated fee for the Services (the “**Fees**”): \$

Total Estimated Fees and Disbursements \$

4. Actual Compensation

- (a) If the actual Fees and Disbursements for the Project (collectively, the “**Actual Compensation**”) exceeds the Estimated Compensation by less than 10%, the additional cost shall be paid by the Client.
- (b) If the Actual Compensation exceeds the Estimated Compensation by more than 10%, then the additional cost shall be paid by Greenbloom unless Greenbloom has obtained the prior approval of the Client in writing.
- (c) Notwithstanding anything to the contrary in this Agreement, if such additional cost is due to a change in the materials or services required to perform the Project due to a misrepresentation or omission of the Client including but not limited to in relation to the subsurface or otherwise latent defect of the Premises, the Estimated Compensation shall be adjusted to account for any changes required to this Project Assignment, Materials or method of work required to carry out the Services.

5. Reimbursements

In addition to the Actual Compensation, the Client agrees to pay for or reimburse Greenbloom for the following items (the “**Reimbursements**”):

- i. removal of items obstructing the performance of the Services including but not limited to removal of buried rocks, stumps and foundations;
- ii. **[ADD AS NEEDED]**

6. Termination

- (a) Unless otherwise specified in this Agreement, the Client may terminate this Project for any reason with **TEN (10) DAYS** written notice to Greenbloom.
 - (b) This Project shall be deemed terminated if the Client is not responsive to Greenbloom’s requests to schedule time to perform the Project for a consecutive period of **TEN (10) DAYS** excluding reasonable delays including vacation and unfavourable weather.
 - (c) If this Project 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.
7. Any amendment to the terms of this Project Assignment shall be mutually agreed to by the Parties in writing.
8. Upon termination of the Agreement, this Project shall be deemed terminated.

APPROVED BY THE CLIENT ON: **[DATE]**

WITNESS:

[CLIENT NAME]

Note: This Project Assignment is covered by the terms of a Service Agreement in effect between Greenbloom and the Client (the “**Agreement**”) In the event that any item in this Project Assignment is inconsistent with the Agreement, the terms of this Project Assignment shall govern, but only with respect to the services set forth in this Project Assignment.

**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 _____ (\$_____.00) DOLLARS;
and
- (b) Adequate insurance covering its employees including if applicable, workplace safety and insurance coverage.

**SCHEDULE C
PROJECT ACKNOWLEDGEMENT FORM**

TO: GREENBLOOM LANDSCAPE DESIGN INC. (“Greenbloom”)

RE: [PROJECT NAME]

The undersigned, client, hereby confirms that the above-noted project has been completed by Greenbloom in compliance with the specifications listed in the project’s associated statement of work.

[DATE]

[CLIENT COMPANY NAME]

Per: [NAME][TITLE]