

TERMS OF SERVICE/CLIENT CONTRACT

TERMS AND CONDITIONS

Garden Secrets, LLC shall perform the work and services described in Proposals, Estimates, Designs, Drawings and Specifications issued by Garden Secrets and accepted in writing by the Client at the premises given by the Client.

ESTIMATES/PROPOSALS

With the sole exception of designated managers, employees performing work at a particular job site may not provide quotes, estimates or pricing. If specific questions, concerns or additions regarding a current project taking place at their home, they may either call the Garden Secrets office or request any crew member to put them in contact with a manager who can accurately address their needs. Any price quotes, estimates or assertions pertaining to costs or timing by general field crew members will not be accepted unless specifically endorsed by a member of the management team. Garden Secrets will make reasonable effort to accurately estimate the materials needed to complete the Contract. However, Client acknowledges that there may be differences between the estimate and the final price.

CONSULTATION

For an initial on-site consultation regarding maintenance, installation, small project design, seasonal décor or containers are 30 minutes free of charge. Professional Services – personal shopping, design, lighting, design modifications and additional onsite consultations beyond the scope of any existing agreement will be billed at \$50 per hour for all work performed, with a 1 hour minimum.

COPYRIGHTS

Garden Secrets, LLC shall have the right to access the Premises for the purposes of taking photographs prior to and after completion of the Work and shall have and retain all copyrights in said photographs which may be used by Garden Secrets, LLC at its sole discretion in reference and promotional materials, portfolios and/or publications. Garden Secrets owns all copyrights for drawings, designs, virtual 3D imaging and specifications and shall not be used on any other project. The Owner may retain copies of the drawings, designs, virtual 3D imaging and specifications for information and reference provided Garden Secrets has been paid in full for services rendered under this Contract.

INSURANCE

Garden Secrets shall maintain at its own expense Comprehensive General Liability Insurance and Automobile Insurance with respect to all licensed vehicles owned and used in the performance of the Work. Evidence of this insurance shall be provided to the Owner upon the request.

UNDERGROUND LINES & JOB HAZARDS

Prior to the commencement of the Work the Client shall provide Garden Secrets with information as to the location of any underground lines/wires to sprinkler systems, cable lines, invisible pet fences and outdoor lighting. Garden Secrets may rely on the accuracy of such information and shall not be liable for damages or costs resulting from any errors. Garden Secrets is responsible for contacting GOPHER STATE ONE CALL whenever larger holes will be dug so we have reasonable assurance as to the location of existing electric, gas, phone, sewer and water lines. Client agrees they have reported or are not aware of any trip hazards or other safety concerns on said property that may put Garden Secrets and its employees at harm or in risk of danger.

JOB SCHEDULING AND IMPLEMENTATION

An estimate of the number of days to complete the contracted work and an expected start date are provided as a courtesy. There may be delays in the beginning date and completion date due to weather, plant availability or some other unforeseen condition beyond the control of Garden Secrets. Those delays will not alter or invalidate any part of this Contract, nor will they entitle Client to additional rights under the Contract. Client agrees to allow full access to the property for Garden Secrets and all subcontractors without notice during business hours for performance of the Work. A minimum trip charge may be assessed if required access is not available at time of service. Client agrees to have any animal properly contained while Garden Secrets is performing any work on Premises. Client signatures are required on the Contract prior to any work being performed.

SOFTSCAPE SERVICES

Garden Secrets performs softscape services, which means working with landscape elements that do not involve construction. We do not perform hardscapes services such as lawn care, patio installations, tree, shrub or stump removal, tree trimming or installing balled & burlapped trees. Our softscape services that we offer include tree care and assessment, stepping stone pathways, soil conditioning, new plantings, minor garden edging and repair, small tree and shrub installation.

GENERAL LABOR RATES

Labor is charged at a rate of \$50.00 per man hour (1 person/1 hour) for all work performed, with a 2 hour minimum charge for each date of service.

DELIVERY FEES

Delivery fees are applicable for materials loaded and transported to the Premises by Garden Secrets. Fees are variable depending upon the quantity and type of materials delivered as well as the number of deliveries required. Garden Secrets attempts to minimize delivery fees whenever possible.

WASTE DISPOSAL FEES

Disposal fees are variable for each project/visit and are determined based upon the quantity of debris to be removed from the site, as well as fees associated with plastics and other materials recycling. Disposal Charges are \$40.00 per truck load. Disposal fees applied are representative of the actual dumping and labor costs incurred. In the event that the amount of debris for a particular project/visit is uncharacteristically large, Garden Secrets will make all efforts to contact the Client to inform them of the situation prior to moving forward with disposal.

TERMS OF PAYMENT

The following terms of payment are agreed upon between Client and Garden Secrets: Maintenance fees are billed at an hourly rate of \$50.00/hr. There is a minimum two (2) hour charge for each date of service. All routine maintenance jobs are invoiced in advance on the 1st of every month. Disposal fees will be billed following each month of service and added on to your next monthly invoice or on your final invoice total. Balance and payment is due upon receipt of the invoice and within 15 days of the invoice date. Added taxes as may be applicable to for some services and added in addition to estimate. If the total balance is not received by Garden Secrets by the end of the 15-day period, a finance charge of 1.5% (18% per year) will be applied for every 30 days balance is overdue. Failure by Client to pay the remaining balance within 105 days will constitute breach of this Contract. Upon breach of this Contract, Client agrees to pay all costs of collecting any remaining balances, including attorney's fees. No warranties will be issued until full payment is received. Should there be any questions or concerns over an invoice it is the Clients responsibility to contact Garden Secrets no later than 7 days after receipt of invoice.

CREDIT CARD AUTHORIZATION

Garden Secrets, LLC accepts VISA, MASTERCARD, AMERICAN EXPRESS and DISCOVER. To protect your personal information, we take reasonable precautions and follow industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or destroyed. If you provide us with your credit card information on our website, the information is encrypted using secure socket layer technology (SSL). Although no method of transmission over the Internet or electronic storage is 100% secure, we follow all PCI-DSS requirements and implement additional generally accepted industry standards.

MODIFICATIONS TO SERVICES AND PRICES

Prices for our products and services are subject to change without notice. We reserve the right to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service. Job site unknowns including, but not limited to, sub-surface conditions/obstacles that create unforeseen labor, equipment, material or disposal charges may require additions charges to occur.

WARRANTY

Garden Secrets, LLC warrants all trees, shrubs and evergreens exclusively, for a period of one year from the date of installation by Garden Secrets. A one-time only replacement of any tree, shrub or evergreen, provided that the plant has been cared for as instructed, and not misused. Client shall promptly provide a written notice to Garden Secrets upon discovery of the defect within the one year warranty period. The warranty takes effect from the date Garden Secrets submits the invoice for final payment, provided the Owner has paid Garden Secrets in full for all Work performed under this Contract. Garden Secrets will not replace plants killed by animals, rodents, insects, mechanical damage, neglect, natural disasters, vandalism or other reasons over which Garden Secrets has no control. Garden Secrets reserves the right to substitute warranty plant materials based upon availability at time of replacement. The following are excluded from this warranty:

- Annuals, tropical plants, ground covers, wildflowers, seeds, bulbs, roses and non-winter hardy plants.
- Plant material installed in planters, pots or other above-ground containers.
- Existing plant material transplanted or moved.
- Plants purchased at a discounted, sale or special price.
- Winter Protection: All evergreens, broadleaf evergreens and delicate plants that must be burlapped by client in their first season to validate warranty.
- Plant Seasonality: Various plants, bushes, shrubs, and trees have ideal times for planting. Planting out of season at the request of Clients will void any warranty for those plants.
- Plant Availability: In some instances, some plants, shrubs, bushes, and trees may not be readily available to procure in time for the required planting period associated with the Contract. In that event, we will work closely with the Client to provide an approved substitution(s) – subject to availability.
- Weeds: We use our best efforts to minimize any weeds, however, we shall not be required to inspect or otherwise ensure that there is no weed or other unwanted plant matter upon the Client's property in any soil or root balls/planting container of plant materials, nor shall it provide warranty for the removal of existing weeds.

CONTRACT TERMINATION

If either party wishes to terminate the Contract when there has been no breach by either party, they may do so within 30 days from when the Contract was signed. Notice shall be in writing and given to both parties. In the case of termination, the Client shall pay Garden Secrets any sums due for work performed up to and including the effective date of termination. If there is any dispute over whether the work has been done to industry standard in the area, the Client shall provide written notice to Garden Secrets and offer Garden Secrets the opportunity to resolve the problem. Client agrees that refusal of payment is not an acceptable mechanism for dispute and will be considered a breach of Contract.

CHANGES

If Client wishes to change any part of this Contract after both parties have signed, but prior to commencement of Work, whether the changes result in additional time or delays in completion, additional labor or materials costs or neither, changes must be made in writing and signed by both parties. Any said costs will be added to the remaining balance of this Contract and billed as part of the original Contract. Client accepts that proposal is an estimate and that total amount may differ slightly from proposal. Garden Secrets will notify client before continuing any work if total invoice will be 10% or higher than the original proposal. Any additional amounts will be added to the final payment due to Garden Secrets. If the actual price is less than the estimated Contract Price, that amount will be discounted on the final payment due to Garden Secrets.

REPORT A PROBLEM OR CONCERN

Garden Secrets is committed to providing quality services with honesty and integrity in a safe environment. Any person who seeks additional information or to discuss any concerns may contact Katie Hesse, Owner of Garden Secrets, LLC by phone at (507) 217-3044. Confidentiality is assured.

PHOTO CONSENT

I hereby give Garden Secrets, LLC the rights to use any photos, design images of said property and my customer feedback survey, on the Internet, in print publications, videos, displays, public relations, marketing and/or designs. I understand that the images may be used for display or advertisement for a website and/or literature published. I hereby waive the right to inspect the images prior to any form of usage. I understand that the images may be modified to be used as design elements. I will not hold Garden Secrets, LLC responsible or liable for any use or misuse, errors or negligence when editing or displaying these photos/images. Garden Secrets, LLC will not publish, display or use any photos that lists street addresses, house numbers or any photos containing people. This agreement is a permanent licensing agreement that allows Garden Secrets, LLC to use any photos, images or reviews for publishing purposes.

CONTAINER AGREEMENT

I acknowledge that Garden Secrets, LLC has the right to design and set-up the container(s) on said property listed on this Agreement. The container(s) will be set-up and delivered by Garden Secrets, LLC on and after May 15th depending on weather to the address provided by Customer. Garden Secrets, LLC will return to pick up containers at the end of the season. Due to the availability of materials and the limitations associated with natural growing seasons, items in our packages are subject to availability. All pictures used on our website and social media are for illustration purposes only. Actual designs may vary due to material availability or the layout of your home's outdoor space. I agree I shall be responsible for any loses or damages on the container while this agreement is in effect. I will also be responsible for payment of the replacement value of \$35.00 each of said container(s), if any loses or damages occur or if item is not available on return for pick-up. Except for damages, claims or losses due to acts or negligence, to the extent permitted by law, will indemnify and hold Garden Secrets, LLC, property, free and harmless from any liability for losses, claims, injury to or death of any person or for damage to property arising from renting the above listed décor items.

SEASONAL DÉCOR AGREEMENT

By purchasing a Fall or Winter Décor Package through Garden Secrets, you agree to the following terms of service:

1. As part of our sustainable approach to our seasonal décor, all décor items that are provided by Garden Secrets must be made available to be picked up by our team upon arrival for clean-up, unless otherwise specified.
2. To maintain affordable pricing for our packages and service, delivery and clean-up dates are based on your location. While we do our best to accommodate requests whenever possible, unfortunately, we cannot provide custom delivery or clean-up dates. By purchasing a package from Garden Secrets, you agree to have your package delivered and cleaned up during the following time period.
3. Fall Décor Packages will be delivered between September 23rd and October 4th. Clean-up dates will begin November 16th and continue until November 25th. Winter Décor Packages will be delivered between November 25th and December 6th. Clean-up dates will begin January 13th and end January 24th. Weather may cause delays in delivery and clean-up schedules.
4. Due to the availability of materials and the limitations associated with natural growing seasons, items in our packages are subject to availability.
5. All pictures used on our website and social media are for illustration purposes only. Actual designs may vary due to material availability or the layout of your home's outdoor space.
6. We reserve the right to refuse delivery and/or clean-up service if your property presents any threat to the safety of our team or prevents us from being able to conduct the service. This includes excessive garbage, animals that are not contained and/or entryways that are unstable or in need of repair.
7. I agree to rent container(s) from Garden Secrets and other décor items listed as in this agreement.
8. I agree that full payment is due in full prior to container being assembled or dropped off at the address listed in this agreement.
9. I acknowledge that Garden Secrets, LLC has the right to design and set-up the container(s) on said property listed on this Agreement.
10. I agree I shall be responsible for any loses or damages on the container while this agreement is in effect. I will also be responsible for payment of the replacement value of \$35.00 of said container(s), if any loses or damages occur.
11. Except for damages, claims or losses due to acts or negligence, to the extent permitted by law, will indemnify and hold Garden Secrets, LLC, property, free and harmless from any liability for losses, claims, injury to or death of any person or for damage to property arising from renting the above listed décor items.

ENTIRE CONTRACT

This Contract constitutes the entire Contract between the parties and supersedes all prior negotiations, representations or agreements. No representations, promises, terms, conditions, obligations or warranties whatsoever referring to the subject matter hereof, other than those expressly set forth herein, shall be of binding legal force or effect. No modification of this Contract shall be made unless in writing, signed by both parties. This Contract shall be constituted in accordance with the laws of the State of Minnesota.

_____ Date: _____
Client's Signature

_____ Date: _____
Garden Secrets, LLC Authorized Signature