

Lambert's Fine Gardening Program

Mr. and Mrs. John Smith

August 1, 2008

LAMBERT'S FINE GARDENING PROGRAM is performed as specified below by a highly experienced horticulture team. The following services will be performed fifty-one weeks per year.

LANDSCAPE MAINTENANCE

Services To Be Performed

- Mow all turf areas weekly with a rotary mulching mower during the growing season and as needed throughout the dormant season, including leaf drop. All grass clippings are to be returned to the soil to provide organic plant nutrients. All grass areas are to be mowed at the appropriate height dependent on the time of year and prevailing weather conditions.
- Trim all turf areas around trees, fences, utility standards, irrigation heads and steel edge borders weekly during the growing season with a line trimmer.
- Edge all hard surfaces weekly during the growing season with a hand-held edger to insure a crisp neat appearance. Planting bed edges are to be kept clean and well defined from adjacent turf areas.
- Mechanically aerate all turf areas twice per year to relieve soil compaction as well as improve air, water and nutrient movement into the root zone of the turf.
- All planting beds will be hand-weeded and general debris will be removed weekly.
- Clean all hard surfaces of debris with the use of 'reduced noise' blowers one (1) time per week.
- Hand rake all gravel paths once per month.
- Trim all shrubs, groundcover, and non-flowering vines as necessary using the appropriate pruning technique to maintain the desired shape and size of the plant material.
- All applicable groundcover plantings will be mowed once during the early spring to shape and remove winter damage.
- Provide four granular organic fertilizer applications to all turf, groundcovers, vines, and shrub plantings in early spring, early summer, summer and fall.
- Remove tree and shrub branches to provide adequate clearance for walks and drives.
- Hand water non-irrigated containers as needed, while the crew is on site.

HORTICULTURAL SERVICES

Services To Be Performed

- "Soft/Pick" prune all shrubs, flowering vines and specialty specimens such as ornamental trees, flowering shrubs and groundcover when necessary to promote the design intent and growth characteristics of the individual plant materials. All associated debris will be removed.
- Pinch back and deadhead annual color. Deadhead, stake, thin, and divide perennial color as needed to promote blooms and plant density.
- Spot fertilize individual plants with organic materials as needed to encourage proper development and a healthy, vigorous appearance.
- Apply organic materials as necessary to control damaging populations of insects and/or diseases.
- Set and monitor the irrigation system to ensure proper operation and water availability to all irrigated landscaped and garden areas. Labor and materials required to perform minor head and nozzle adjustments are provided twice per year.

GARDEN MANAGEMENT

Services To Be Performed

- Provide on-going horticultural consultation and "on-site" supervision of the above mentioned landscape maintenance and horticultural services.
- Four (4) formal client meetings per year to review the property and plan for the following season.
- Design and supervision of annual color installation and container plantings and procurement of required special materials.
- Coordination of additional landscape related services as required by the client such as: small garden design, landscape revisions, irrigation service, pool service, and tree care.
- Assistance, when possible, with the coordination of other professionals who provide exterior property services not offered by Lambert's.
- Coordination with the client's Landscape Architect to insure compliance with the original design intent.

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PROPOSAL SUMMARY

Landscape Maintenance

0.00 est. hrs* per month @ \$ = \$ per month + materials & sales tax

Horticultural Services

0.00 est. hrs* per month @ \$ = \$ per month + materials & sales tax

Garden Management

0.00 est. hrs* per month @ \$ = \$ per month + materials & sales tax

Total Program Price

0.00 est. hrs* per month \$ per month + materials & sales tax

Contract Period: 8/1/2008-7/31/2009

** Note - monthly hours are approximately equal to 1/12 of the estimated annual hours budgeted for the work described above and are inclusive of travel time. Hours expended in any given week / month will vary by season, weather conditions, scheduling requirements, etc.*

CONTRACT PERIOD

A highly experienced horticulture team will perform the above work from August 1, 2008 through July 31, 2009. Either party may cancel this contract upon thirty days written notice.

Lambert's,

By: _____
Mary Beth Riddle – Garden Services Enhancement Manager

Date: _____

The undersigned has read and accepts this proposal and all its terms and conditions listed above and ON THE REVERSE SIDE of this document as a binding contract.

Signature: _____
Mr. and Mrs. John Smith

Date: _____

Please authorize by signature and return in the enclosed envelope

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Please retain this copy for your records

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Other Available Services

The following services are not included in this proposal but are available at an additional cost upon request.

1. Additional hand watering of non-irrigated landscape plantings and stored containerized materials.
2. Turf over seeding with cool season grass seed.
3. Replanting due to: vehicle or mechanical damage; vandalism; improper drainage; fire and/or acts of God such as hail, windstorms, lightning, flood and freezing temperatures.
4. Garden Design and/or landscape revisions including mulching, topdressing and/or seasonal color installation.
5. Tree care services including pruning of material over 12' in height, pest management, specialty fertilization and/or removal of tree litter from gutters, drain lines, etc.
6. Maintenance of interior/greenhouse plant materials.
7. Non-organic weed and/or other pest control treatments.
8. Power washing of hard surfaces.
9. Irrigation design, installation and repairs of underground and/or significant revisions to above grounds system components.
10. Special event coordination.

Terms of Payment

1. This contract shall be billed after the first of each month for that month's service with payment due upon receipt of invoice. All payments shall be made in Dallas, Texas.
2. Any amount not paid within 15 days shall be considered past due and are subject to a finance charge of 1.5 % per month from due date until paid or the maximum legal permitted by law, whichever is less.
3. The Company further reserves the right to revoke all warranties in the event of a delinquent account.
4. This agreement is the sole agreement of the parties and supercedes any prior written or oral agreements and cannot be amended except by written instrument signed by both parties.

Conditions of Proposal

1. This proposal may be withdrawn by Lambert's if not accepted within 30 days.
2. All material on proposal to be as specified or equal.
3. All work to be completed in a workmanlike manner according to commonly used practices.
4. Any alteration to contract or specifications shall be at additional cost and shall be performed only after issuance and signing of a change order.
5. This proposal is based upon all labor being performed during regular hours of work. Any additional cost incurred (including insurance and overhead costs) for work beyond regular hours requested by Client or his agent shall be paid as an extra.
6. Client shall furnish to us, without charge, a sufficient quantity and flow of water and sufficient electrical service in the form of 110 volt or 220 volt receptacles for our requirements at convenient locations.
7. Lambert's reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. Either party may cancel this contract upon thirty days written notice to the other party.
9. Lambert's shall make every effort to maintain the health and vigor of all plant materials including trees and turf plantings. However, Lambert's shall not be responsible to guarantee plant materials, trees or turf that was not installed by Lambert's unless obvious and agreed upon negligence occurred in the performance of our work as outlined in this contract.

Notice to Client

1. Irrigation in Texas is regulated by the Texas Commission of Environmental Quality, P.O. Box 13087, Austin, Texas 78711-3087.
2. Texas Department of Agriculture, P.O. Box 12847, Austin, Texas 78711, 800-835-5832, has jurisdiction over individuals licensed under the Texas Administrative Code, Title 4, Chapter 7, and Agriculture Code, Chapter 76, Pesticide and Herbicide Regulation.
3. The Client authorizes Lambert's to use photographic images of the Client's garden for use in current and future marketing materials. Lambert's will not identify the Client nor the Client's property by name or address.
4. Credit cards are processed through Lambert's Tree division, Moore Tree Care. Subsequent entries are moved to the correct billing division. Amounts invoiced will reflect on clients' statement as Moore Tree Care. All charges over \$5,000 dollars will be charged an additional 2.5% on the total balance to cover the processing fee. MasterCard or VISA accepted only.
5. Lambert's is the trade-name for Environmental Investments, L.P., a Texas limited partnership. The general partner of Environmental Investments, L.P., is Landscape Industries, LLC, a Texas limited liability company. The person signing this agreement is signing on behalf of the general partner of Environmental Investments, L.P. as an officer.