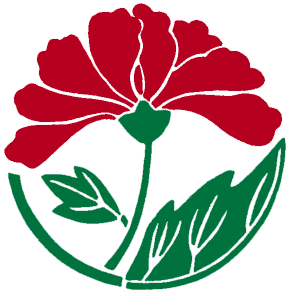
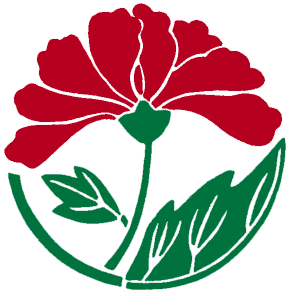
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**Welcome to**

**The Village Gardener**

**The Village Gardener, Inc.**

License No.: 506894

**About Us**

* Full service landscape design, installation and maintenance
* In business over 30 years
* Our Founder - Frank Niccoli
  + Adjunct professor at Foothill College – Environmental Horticulture Program
  + Resource Manager for CLCA
  + Speaks at local and statewide events
  + Teaches local and statewide seminars
* Our Staff
  + CLCA Water Managers on staff
  + Horticulturists on staff
  + Work closely with local Landscape Designers
* Fully insured, bonded & licensed

**Our Core Values**

* Reverence and Stewardship for the Earth.
* Devotion to Ethics, Integrity, Honesty, Excellence and Craftsmanship at all cost.
* A Holistic, Organic Approach to Landscape Challenges

**Construction**

* Masonry – patios and wall
* Planting Beds/Pots
* Boulder and Rock installation
* Lawn replacement
* Irrigation
* Lighting
* Retaining Walls
* Arbors/Trellis
* Water Features
* Xeriscaping

**Page 2**

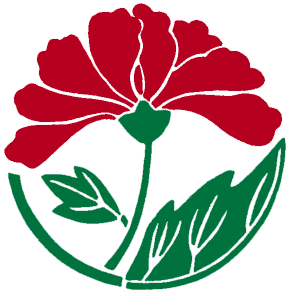
**Maintenance**

* Weekly/bi-weekly services
* Shrubs, Planting beds, Pots
* Small Tree Pruning
* Turf/Lawn
* Irrigation Water Management (monthly and consulting)
* Preventive Disease/Pest/Weed Control – “IPM”
* Use of state-of-the-art non-toxic techniques
* Compost and Worm Bins
* Green Waste Removal

**Special Services**

* Drainage Troubleshooting and Solutions
* Irrigation Installation and Repair
* Landscape Lighting
* Managing /Designing Small Installations
* Mulch Program
* New and Replacement Plantings
* [Seasonal Bulb Program](http://www.thevillagegardener.com/seasonal.html#bulbs)
* [Seasonal Color Program](http://www.thevillagegardener.com/seasonal.html)
* Compost and Compost Tea Program
* Edible garden projects
* Special Event Services
* Special Plant searches
* Power washing hardscapes



**The Village Gardener, Inc.**

License No.: 506894

**CONTACTING US**

Below you will find contact information for our staff to make it easy for you to convey requests, issues or concerns of any kind to the appropriate person in our office. We find e-mail the preferred method of your initial communication so that we have a hard copy of your request. But if e-mail is not convenient, feel free to give us a call. We are always happy to talk with our clients!

Senior Horticulturist, Water Manager, and Owner

Frank Niccoli frank@thevillagegardener.com Phone Ext: 102

Operations/Construction Management

Michelle Gaspar michelle@thevillagegardener.com Phone Ext: 105

Construction Project Manager

Michael Gladden michael@thevillagegardener.com Phone Ext: 113

Maintenance Division Manager, Water Manager, Horticulturist

Dee Wong dee@thevillagegardener.com Phone Ext: 103

Account Manager, Maintenance, Water Manager, Horticulturist

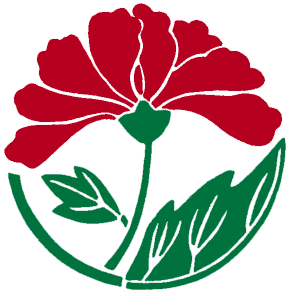
Suzi Weiskopf suzi@thevillagegardener.com Phone Ext: 104

Accounting/Billing & Office Management Phone Ext: 101

Christina Ryniewicz christina@thevillagegardener.com

Office Administrative Assistant Phone Ext: 112 or 0

Christopher Bennett christopher@thevillagegardener.com

**The Village Gardener, Inc.**

License No.: 506894

**2013 Holiday Schedule**

Listed below are the holidays that our company is closed in order to provide our employees time with their families. One of these days may fall on your maintenance day. We do not reschedule your service for another day. We will return on the regular maintenance day the following week.

Our monthly billing rates are based on four weeks of service. Occasionally your maintenance day will occur five times within one month. We do not bill extra for that -- it’s a freebie. Accordingly, we do not adjust your bill if a holiday falls on your maintenance day.

We realize that sometimes parties and other outdoor get-togethers are planned around holidays, and that you want to have your landscape in tip-top shape for these events. If you need to have service during a week in which a holiday falls on your maintenance day, please call and let us know. We will do everything we can to fit you in on another day. We appreciate as much advance notice as possible on any special requests.

# 2013 HOLIDAYS

**Date Day Holiday**

January 1 Tuesday New Year’s Day

January 16 Monday Martin Luther King Jr. Day

February 20 Monday President's Day

May 27 Monday Memorial Day

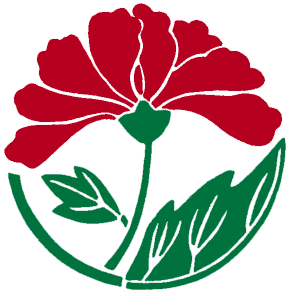
July 4 Thursday Independence Day

September 2 Monday Labor Day

November 21& 22 Thursday & Friday Thanksgiving

December 23 thru Jan 1 8 days Christmas and New Year

**Please note that it is considered an offense in the City of Palo Alto to use machinery such as gas or electric powered tools, on any public holidays. There will be no mowing or edging of the lawns or blowing out the landscape. On these days, we will hand raking as much as possible to achieve tidiness in the landscape.**

**The Village Gardener, Inc.**

License No.: 506894

Hourly Rates

The following are our rates for services other than normal landscape maintenance. These include such things as supervision and labor for special projects, irrigation and lighting work, and consultations by various members of our staff. Consultations may be needed from time to time in order to care for special problems that come up in your landscape, or to plan for and manage new landscape projects and special occasions.

SERVICE \*­RATE (per hour)

Consultation – Frank $150.00 / hour

Consultation - Michelle $100.00 / hour

Construction – Michael $100.00 / hour

Consultation - Dee $100.00 / hour

Constultation – Suzi $100.00 / hour

Irrigation/Lighting Work $75.00 / man hour

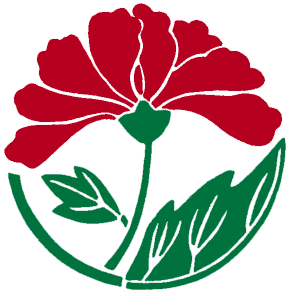
Pruning Specialist $65.00 / man hour

Crew Labor $58.00 / man hour

**\*Emergency/Non Business and After Hours: Will be billed 1.5 times the listed rates above with a minimum of 4 hours.**

**Original Signed Contract**

**The Village Gardener, Inc.**

****License No.: 506894

**LANDSCAPE MANAGEMENT CONTRACT FOR**

*(Routine maintenance of lawns, shrubs, trees, and gardens. Not to be used for construction.)*

This agreement is between The Village Gardener (“Landscape Maintenance Contractor”) and (“Contracting Party”). License number of Landscape Maintenance Contractor: 506894 Contracting Party’s mailing address: 975 Crooked Creek Lane, Los Altos, CA 94024. Landscape Maintenance Contractor will perform the landscaping and gardening work specified herein at the property listed below on behalf of the Contracting Party. Work to be performed at:

(Legal description and street address if known)

**1. Scope of Work**

Contractor will furnish all supervision, labor, material, equipment, and transportation required to preserve the landscape in an attractive manner according to the specifications below.

**2. Work Force**

The work force will consist of experienced personnel trained in landscape management.

**3. Ground Covers**

The following practices will be utilized to foster an attractive appearance:

a. Weeds will be controlled by manual removal and/or use of approved herbicides.

b. A cleared circle, 12 to 24 inches in diameter, will be maintained at the base of trees to reduce competition for nutrients by the ground cover.

c. Ground covers will be edged and trimmed as necessary to achieve an overall even appearance, to renew growth, and to improve plant density and attractiveness. Periodic mowing of certain types of ground covers is recommended; this is done with the approval of the Owner or Owner’s Representative and is billed as an extra.

**4. Tree and Shrub Care**

Pruning will be limited to trees and shrubs reachable from a fifteen-foot orchard ladder. Any trees beyond this scope of work will fall under an arborist’s care. If you need arboreal care for your bigger trees, we can make several suggestions.

a. Trees

Trees will be pruned to select and develop permanent scaffold branches that are smaller in diameter than the trunk or branch to which they are attached; to eliminate diseased or damaged growth; to eliminate narrow V-shaped branch forks that lack strength; to reduce topping and wind damage by thinning out crowns; to maintain a natural appearance.

Evergreen trees will be thinned out and shaped to enhance their natural appearance. The primary pruning of deciduous trees will be done during its dormant season.

All pruning cuts will be made to lateral branches or buds, or at the branch bark ridge of the trunk. "Stubbing" will not be permitted.

b. Shrubs

The objectives of shrub pruning will be the same as trees. Shrubs will not be clipped into balled or boxed forms unless such is required by the design in a formal garden.

**5. Lawn Care**

Lawns will be maintained in a healthy, growing condition by furnishing necessary services, including the following:

a. Mowing and Edging

Upright grasses, such as Fescue and Ryegrass, will be mowed to a minimum height of three inches in warm weather and two and one half inches in cool weather. Edges will be trimmed as needed for a neat appearance. Clippings will be swept, or blown off of sidewalks.

b. Lawn Aeration

Lawn aeration will be performed minimum once a year in spring lieu of mowing and edging of the lawn. We may, at our discretion, aerate again in fall depending on the condition of the lawn. There will be a $15 machine use fee for the aerator per occasion.

c. Weed, Insect, and Disease Control

If needed, broadleaf weeds will be controlled with selective herbicides. Approved fungicides and insecticides will be used as necessary. Because of varying needs, the materials used are considered an extra and will be billed accordingly.

**6. Weed Control**

Basins and areas between plants will be kept free of weeds. All trees in lawns should have open soil maintained around the base of the trunk. This will reduce damage to the trunk and roots from machinery and excess water.

**7. Insect and Disease Control**

A reasonable level of insect and disease control will be achieved with approved products that are organic and/or non-toxic or beneficial insects and materials used will be billed as extras.

**8. Fertilization**

The frequency and type of fertilization is weather-, site-, and plant-dependent. Needs will be assessed and a site-specific plan will be developed. Because of varying needs, fertilizer is billed separately.

**9. Irrigation Management**

As part of maintenance, programming of the irrigation controller will be managed, monitored and adjusted as needed. The maintenance crew can perform some minor irrigation repairs during maintenance time and all parts and materials used are billable items. Any repairs and/or checks that cannot be performed by the maintenance crew during the allotted maintenance time will be performed by qualified technicians and billed as an extra. Please see Special Provisions, Item e. It is best to have only one party manage the irrigation system, any changes made by the Owner or Owner’s Representative should be reported to our office to ensure continuity and avoid confusion.

**10. Special Provisions**

Additional work performed outside of regular maintenance time is chargeable. We provide estimates for your review and approval. We also bill separately for materials (such as fertilizer, herbicides, non-toxic snail bait, animal repellents, etc.) so we charge for what we actually use in your landscape rather than guessing for what we might use. This usually ends up being more cost effective for our clients.

a. Slug and Snail Control

Slug and snail bait will be applied as needed. It is considered an extra and will be billed accordingly.

b. Yellow Jacket Control

Yellow Jacket control can be provided at the request of the Owner or Owner’s Representative and will be billed as an extra.

c. Animal Repellents

Animal repellents and some biological controls may be used to discourage animals from disturbing the landscape. These products are applied as needed and billed as an extra. For problems that cannot be controlled with animal repellents, the Owner or Owner’s Representative will be referred to a landscape pest control company.

d. Consultations

Consultations for matters beyond general landscape management are billed as an extra. Please see #17, Hourly Rates.

e. Irrigation

Annual spring irrigation start-up at end of rainy season, and irrigation checks and repairs for malfunctioning systems are performed on a Time and Material basis and are billed as an extra.

f. Insect and Disease Control

A reasonable level of insect and disease control will be achieved with approved products that are organic and/or non-toxic or beneficial insects and materials used will be billed as extras.

g. Hand watering

Additional hand watering of non-irrigated areas is considered an extra when performed outside of maintenance time and will be billed accordingly.

h. Lawn Renovation

Over time, lawns may need to be renovated. Aeration of lawns, removal of thatch, reseeding, and fertilizing will be accomplished using approved horticultural methods. This is considered an extra and will be billed accordingly.

i. Flower Care and Replacement

At the request of the Owner or Owner's Representative, annual flowers will be installed to add seasonal color and interest to the landscape. The design, variety, and condition must be acceptable to the Owner or Owner's Representative. The seasonal changes of flowers are an extra and will be billed as such.

j. Fuel recovery charge

A fuel recovery charge will be applied to the monthly billing during increased gas prices in our area.

**11. Work Not Included**

a. Repairs or replacement of losses and damages beyond the company's control are not included.

b. Maintenance of parking areas, driveways, walks, etc., is not included except for clean-up of garden debris.

c. Maintenance of newly developed areas will require re-evaluation of the original contract price.

**12. Insurance, Licenses, Taxes, and Bonds**

a. Contractor agrees to maintain workers' compensation insurance, unemployment insurance, and any other insurance as required by law. Contractor will also carry general liability insurance to a limit required by law, including auto insurance for company vehicles.

b. Contractor agrees to pay for all licenses required by city, state, and federal governments.

**13. Contractor's License**

Contractor is required by law to have a valid C-27 State Contractor's License. Contractor will, at all times, maintain a valid California Landscape Contractor's (C-27) License. Upon request by Owner or Owner's Representative, photocopies of licenses will be provided.

**14.** **Cancellation of Service**

In the event the contract is to be terminated by either party, The Village Gardener will appreciate a notice of 30-days in advance and will honor the same.

**15. Payment**

Invoices will be sent by the 1st of the month for which the service is to be provided, and they will be due upon receipt. They will be considered overdue after the 15th of the month. Service will be suspended if payment is not received within 30 days of the invoice date. Accounts overdue 60 days or more may be sent to a collection service. Any collection fees will be the responsibility of the Owner or Owner’s Representative.

**16. Additional information**

Any additional crew labor hours will be billed at the rate of $58.00 per man-hour. Consultations by our management and supervisory staff outside of maintenance issues are charged at an additional rate. Please see #17 for Hourly Rates.

**17. Hourly Rates**

The following is our rates for services other than normal landscape maintenance. Consultations may be needed from time to time in order to care for special problems that come up in your landscape, or to plan for and manage new landscape projects, supervision and labor for special projects, irrigation and lighting work and special occasions for garden parties and events.

SERVICES \*RATE (per hour)

Consultation – Frank, Head Horticulturist & Owner $150.00 / hour

Consultation – Michelle, Horticulturist & Construction Manager $100.00 / hour

Consultation – Michael, Construction Manager $100.00 / hour

Consultation – Dee, Horticulturist & Maintenance Manager $100.00 / hour

Consultation – Suzi, Horticulturist & Account Manager $100.00 / hour

Irrigation/Lighting Technicians $75.00 / man hour

Specialty Pruning $65.00 / man hour

Crew Labor, Maintenance / Construction / Masonary $58.00 /man hour

\*Emergency/Non Business Hours: Will be billed 1.5 times the listed rates above with minimum of 4 man hours.

**19. Cost of Weekly Service**

1. **Landscape Service:**

We recommend a weekly maintenance service of three (3) man-hours, to achieve your vision for this garden. The cost of the proposed weekly service of three (3) man-hours per week is $790 per month, plus a 3% for fuel charge.

Please note that the hardscape paths will be hand swept, and this may take a little longer on some days, especially in fall. If the crew needs to stay a little longer to take care of the leaf litter or debris, we will bill accordingly at $58 per man-hour.

1. **Payment of monthly billing:**

Payment is to be made to **THE VILLAGE GARDENER, INC.** in the amount of $**790** per month for the three (3) man-hours weekly service plus fuel charge for services at 975 Crooked Creek Lane, Los Altos, CA 94024.

**TERM:**  The term of this agreement is 12 months from the date of execution of this agreement. This agreement shall automatically renew for another equal term unless notice of the Contracting Party’s intent not to renew is given to the Landscape Maintenance Contractor within thirty (30) days prior to the end of the term or subsequent extended term(s).

**TERMS AND CONDITIONS: The terms and conditions are expressly incorporated into this agreement.**

Contractors are required by law to be licensed and regulated by the Contractor’s State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractor’s State License Board, P.O. Box 26000, Sacramento, CA 95826.

**You, the buyer, may cancel this contract at any time prior to midnight of the third business day after the date of this transaction. See attached Note of Cancellation form for an explanation of this right.**

Accepted by or on behalf \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

by replying to this email confirming acceptance of contract

by typing or copy/past on subject line:

**“I,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, confirm acceptance of Contract 11461 attached in this email.”**

**OR by signing and dating below**

**As acceptance of this contract and return a copy to our office:**

Date:

Date: April 30, 2013

Electronic Signature