



## Landscape Services Agreement

Galion City Schools  
470 N Portland Way  
Galion, Ohio 44833

Nov 26, 2012

Attn: Kathy Jenny

Re: 2012-2013 Winter Services

Dear Kathy

Our mission at Oakstone Landscape is to stand above the competition by providing our customers with exceptional services. Our goal is to work with the highest standards of integrity and share the common goal of creating and maintaining satisfied clients. Our commitment is to our clients; providing them with assurance, confidence, and continued success in their respected industries.

We would like to thank for your landscaping business to date and we will continue our efforts to exceed your expectations to maintain our mutually beneficial relationship. With this in mind, we are pleased to be able to quote these services to you. Please see the attached quote for specific details regarding these landscaping services.

The enclosed proposal outlines the details of the proposed scope of services including an itemized price quote for services, specific findings at each location, as well a complete evaluation for the below mentioned properties:

1. The purpose of this Agreement is to set forth the terms and conditions under which *Oakstone Landscape* (hereinafter called "Contractor") will provide landscape maintenance service for Customer at the above address.
2. Contractor agrees to perform the following services as outlined in the Landscape Maintenance Plans\*. Service under this agreement will be:
  - o Mowing Plan o Weekly o Biweekly
  - o Standard Maintenance
  - o Custom Program
3. Contractor will furnish labor and equipment necessary to perform the above services. Customer will be charged for all material used.

4. Customer agrees to promptly notify contractor in writing of any dissatisfaction with the maintenance service to insure that maintenance is performed as agreed. Contact Ben Perkins at 419-466-9777 as well as in writing with any problems so that they can be addressed as soon as possible and resolved.

5. Contractor will bill Customer and Customer shall make payment within ten days of billing date. Customer agrees to pay a service charge of \$10.00/10 days overdue for all payments not made when due. In consideration of the extension of credit Customer will pay a minimum \$100.00 payment each month to keep in good faith.

6. The terms of this Agreement shall commence on Nov 1 2012 and shall continue in full force and effect thereafter until it is terminated by thirty days written notice by either party to the other.

7. This Agreement shall be governed by the laws of the State of Ohio and constitutes the entire agreement between the parties regarding its subject matter.

8. Should Contractor be required to engage the services of an attorney in connection with this agreement or to enforce payment hereunder, Contractor shall be entitled to his reasonable attorney's or collection fees.

10. Contractor guarantees that it will perform its service in a workmanlike manner. Should Customer's plantings be damaged by any failure of Contractor to fulfill its obligation under this Agreement, Contractor shall repair or replace such damaged plantings. Contractor shall not be liable for any damage due to Acts of God or Nature. Customer's right to repair and replacement are the exclusive remedies and Contractor shall not be liable for damages, whether ordinary, incidental or consequential other than as expressly set forth herein.

Once again we at Oakstone Landscape would like to thank you for this opportunity to provide you with our services, and look forward to discussing any questions you may find regarding this proposal.

Sincerely,

Ben Perkins  
Property Manager

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted By: \_\_\_\_\_  
For Oakstone Landscape LLC

Date: \_\_\_\_\_

Start Date: \_\_\_\_\_

Other Notes:



## Per Occurance

### 2012-2013 Winter Services Quote

Name	Store #	Address	City/Zip	Shovel Walks	Calcium Walks	Plow Lots	Salt Lots	Day Plow	Day Salt
Gallion City Schools			Gallion						
All Schools				\$300	\$600	\$1,008	\$1,260	\$404	\$504
High & Middle				\$189	\$378	\$635	\$794	\$255	\$318
Elementary				\$111	\$222	\$373	\$466	\$150	187

\*\* Quote Includes: Main drives, Parking lots around high school, middle school and board office, area behind school that leads to service drives and service drive up to the school entrance gate.

\* Snow removal services will begin once the snowfall amount reached a accumulation of 2" and will continue to be removed untill lots/drives are cleared to industry standards.

\*\* Will continue to keep all drives and accessible parking areas clear throughout the day when snowfall accumulation is 2".

\* Snow will be cleaned by 6am and 1:30pm on school days and 2 hrs prior to any scheduled sporting events during the week, weekend or holiday breaks.

\* Main drives and access to the kitchen areas will be cleaned first.

\* Contract is valled from Nov 1, 2012 thru April 30, 2013

Gallion City Schools: \_\_\_\_\_ Date: \_\_\_\_\_

Oakstone Landscape: \_\_\_\_\_ Date: \_\_\_\_\_

\* Multi-year contracts available with price lock in upon request

\* Monthly budget payment available upon request

\* Prices subject to change upon market fluctuations