



Miami Vertical Garden Inc.
info@miamiverticalgarden.com
www.miamiverticalgarden.com

PO Box 552 Miami FL 33257
T: 305-562-5864

WARRANTY AND MAINTENANCE STATEMENT

1. INSTALLATION REQUIREMENTS:

It is critical that the living wall is to be installed under the following conditions:

- 1.1. The pre-planted living wall panel is a finished product to be installed on-site. It is an installation of the live fragile decorative art.
- 1.2. The living wall installation area is only ready for the installation of the pre-planted living wall panels when all dust and debris, paint spraying related construction activities have been concluded in the area and adjacent areas, such as grinding, paint spraying, pressure cleaning, digging, compacting. Those activities may affect the plant adaptation and is likely to cause plant damage.
- 1.3. The living wall installation requires uninterrupted electric power. Any minor, including testing, power outages will result in irrigation system reset and require manual recalibration. Such situations are treated as emergency and requires service at extra cost to minimize damage caused by the third party.
- 1.4. The living wall installation requires uninterrupted water supply. Any minor, including testing, water stoppage by the third party may cause the living wall damage. Turning the water on and off during the construction activities can create undetectable living wall failure. Such situations are treated as emergency and requires service at extra cost to minimize damage caused by the third party.

2. COMPLIMENTARY 30-DAY POST-INSTALLATION SERVICE:

30-Day Complimentary Post-installation includes:

- 2.1. 24/7 remote monitoring via Remote monitoring sensor
- 2.2. Week 2 upon installation – Quality Control visit #1
- 2.3. Week 4 upon installation – Quality Control visit #2 and Full maintenance.
- 2.4. Thereafter Regular Monthly Maintenance as per regular Monthly Maintenance Plan terms.

The living wall is ready for the Final Acceptance upon completion of the 30-Day Post-installation period, and not based on TCO or any other formal inspection deadlines.

3. WARRANTY:

- 3.1. The living wall Pocket-Based System comes with a 10-year Manufacture's General Warranty.
- 3.2. The irrigation equipment and parts come with a 1-year Warranty.
- 3.3. The installation includes a 30-day post-installation 24/7 remote monitoring.
- 3.4. The installation includes a 30-day post-installation maintenance service and warranty as per specific terms and conditions of the "Maintenance Plan" by Miami Vertical Garden Inc.
- 3.5. Thereafter, the warranty is contingent upon monthly maintenance service by Miami Vertical Garden Inc. as per specific terms and conditions of the "Maintenance Plan".

4. MONTHLY MAINTENANCE:

- 4.1. After 30-Day Post-installation period the Regular Monthly Maintenance Plan will be in effect accordingly irrespective of the ownership and/or management of the property.
- 4.2. The terms and conditions are specified in the following Maintenance Plan.



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MAINTENANCE PLAN

Miami Vertical Garden Inc. presents the following Maintenance Agreement to the property owner The Project Property is located: _____.
Property Folio: _____.

THIS AGREEMENT is executed and made effective as of _____ by and between Miami Vertical Garden Inc. ("Contractor"), PO Box 552, Miami FL 33257 and the property owner _____. The Project Property is located: _____ ("Owner").

In consideration of the covenants hereinafter set forth, and intending to be legally bound, the parties hereto mutually agree as follows:

ARTICLE I - CONTRACT DOCUMENTS

1.1 Description

This Agreement consists of this contract document and the following exhibits, attached hereto all of which shall be in the English language:

- EXHIBIT A: **Scope of Work**
- EXHIBIT B: **Schedule**
- EXHIBIT C: **Fee Proposal**

1.2 Entire Agreement

This Agreement, as defined in Section 1.1, sets forth the full and complete understanding of the parties as of the date first above stated, and it supersedes any and all agreements and representations made or dated prior thereto. Any written and signed agreements dated subsequent to the date of this contract document shall constitute modifications hereof, even though this contract document may have been actually executed subsequently.

1.3 Conflicting Provisions

In the event of any conflict, inconsistency, or variation between this contract document and any of the exhibits hereto, the terms and provisions of this contract document shall control. In the event of any conflict, inconsistency, or variation among the exhibits, the exhibit of the latest date shall control.

1.4. Contract Termination

Both parties have the right to terminate this Contract by giving 30-day written notice.

1.5. Additional Terms

The owner of the Property allows Miami Vertical Garden Inc. to take images of the installation for record purposes and in company's marketing communications regarding the fact that Miami Vertical Garden Inc. is the installer of and currently maintaining the Living wall.



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EXHIBIT A: SCOPE OF WORK

The following horticultural services will be offered to the Owner in order to properly maintain the living wall through the duration of 12 months after 30-day complimentary post-installation service:

- Trimming and cleaning of all foliage and seasonal floral units, removal and proper disposal of diseased or unattractive plant debris from the wall.
- Inspections for insect pests, diseases and other such infestations. *Note:* if pest insects are located on premises, the owner will be contacted to discuss a proper treatment protocol. This contract does not include any treatments necessary for removing pest insect and an additional fee will be determined as soon as a proper protocol is assessed and approved by the Owner.
- Maintaining proper growing medium nutrient levels through use of fertilization system and replenishment of nutrients on a monthly basis.
- Inspection and maintenance of irrigation equipment, excluding the cost of equipment parts.
- Replacement of dead plant material as necessary throughout the duration of the Agreement. *Note: **Please see Waiver of Contractor's Plant Replacement Warranty for provisions.***

WAIVER OF CONTRACTOR'S PLANT REPLACEMENT WARRANTY

In the event of the below listed situations, the Owner shall release the Contractor from their plant replacement warranty, as specified above. Any resulting plant replacements shall be made at an additional cost to the Owner.

- On site equipment failure caused by external factors and third parties, short-term or long-term power outage (any electric power malfunction resets the irrigation clock resulting in miscalibration of the proper irrigation cycle), fire, theft, vandalism, flood, hurricane, extended periods of freezing, explosion, accident, or act of God.
- Moving of any plant(s) to different locations than that initially specified without Contractor's prior approval.
- Inaccessibility and or inconsistent access to any plant(s) for horticultural services during agreed business hours, unless agreed otherwise.
- Lowering of lighting levels, at the Project site, below those that were originally specified as a basis for plant specifications.
- Watering or other well-meaning care by Owner's employee(s), unless requested by Contractor's horticultural personnel.
- Accidental or malicious damage to plants, containers or related landscape materials by the Owner, employee(s), or any third party.
- Introduction of any liquids into the plants' soil or irrigation solution such as cleaning chemicals, alcohol, etc. or the use of toxic gases such as strong ammonia from floor



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cleaning and stripping.

- Damages caused by Mother Nature, for example, hurricane, tornado, extreme low and high temperatures etc.

EXHIBIT B: SCHEDULE

Owner shall facilitate the Contractor's Horticultural Services Program by providing access to the Project premises during both off hours and during regular business hours, as is necessary, so that The Contractor can conduct both regular scheduled horticultural services, any special services and emergency services.

- The Contractor shall establish and maintain an effective communication system with the Owner.
- The Contractor shall have an access to the premises and equipment for the following types of visits:
 - Quarterly Quality Control,
 - Monthly Regular Service visit,
 - Emergency Visit upon the need
- The Owner shall notify the Contractor in advance of any change(s) in his normal hours and shall inform the Contractor of any future changes in or any immediate emergency situations regarding the environmental conditions at the Project premises.
- The Owner retains the right to continue the Horticultural Services Contract for an additional term.

PROJECT SCHEDULING TO COMMENCE AS OUTLINED:

1. Regular Monthly Maintenance (12 Months Contract): Servicing will occur monthly, during last week of the month. Routine monthly maintenance will include inspection of the irrigation equipment, replenishing water and nutrient solution, pruning and trimming, pest inspection and management, and minor dead plant replacement.

2. Additional costs may include:

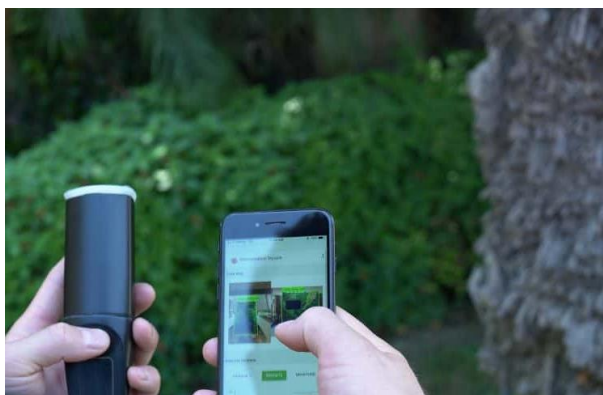
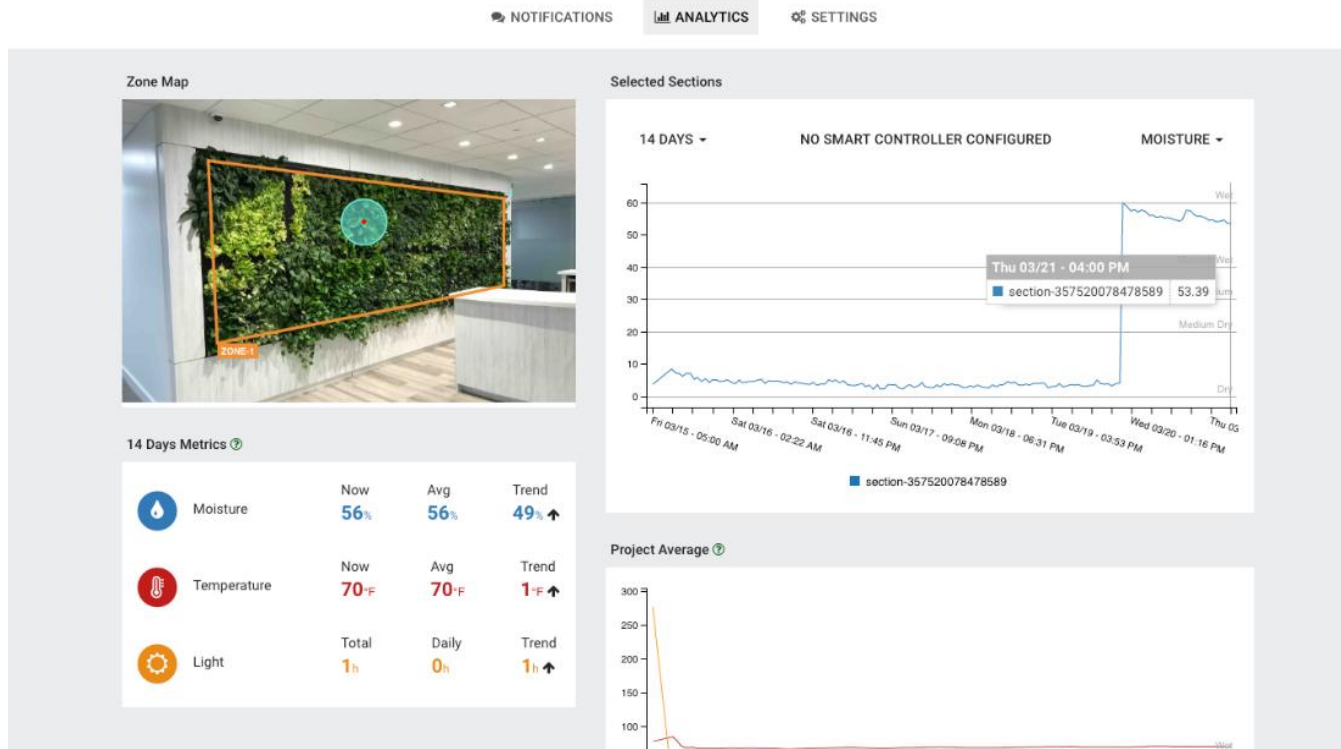
- Irrigation equipment replacement including the cost of equipment parts. If necessary, irrigation repairs will be completed on a time and materials basis with prior approval of the Owner.
- Costs resulting from Waiver of Contractor's Plant Replacement Warranty.
- Any changes in plant design initiated by the Owner.

3. Additional Terms:

- The Contractor will take a professional photo upon final installation for marketing purposes. The Contractor is allowed to take pictures of the living wall and equipment during quality control and regular maintenance visits for Internal Record keeping purposes.

EXCLUSIVE BENEFIT - REMOTE LIVING WALL MONITORING: INCLUDED

Miami Vertical Garden Inc. GUARANTEES "Automated Irrigation with Precision". Special IQ technology allows remote monitoring of four most critical factors: moisture, temperature, nutrients and lighting via sensors, which maximizes living wall eco-system control, minimizes water consumption, plant failure and plant replacement rate.





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EXHIBIT C: FEE PROPOSAL: MONTHLY

Type of Maintenance	Frequency	Price	NOTES
1. Regular Maintenance INCLUDING plant material cost* (up to 15 plants/month when needed). 2. Plant allowance excludes Bromeliads, any flowering plants such as Anthuriums and other seasonal flowering plants, vegetables and herbs. 3. Plant replacements resulting from vandalism or 3 rd party interference are excluded 4. Any additional plant needs are at extra cost.	Monthly: 1 visit a month	\$375/month	
5. Remote Monitoring Sensor: 1 sensor @ \$250	One-time fee	\$250.00	WAIVED UNDER MONTHLY PLAN, in case of contract cancelation this preventive sensor is removed
6. Remote Monitoring Sensor Data: 1 sensor @ \$50/month	Monthly	\$50/month	WAIVED UNDER MONTHLY PLAN, in case of contract cancelation this item is N/A
7. Emergency Visit due to situations listed under WAIVER OF CONTRACTOR'S PLANT REPLACEMENT WARRANTY or upon Owner's request, EXCLUDING plant material and repair and parts cost	Upon request / need	\$175.00	PER NEED
TOTAL MONTHLY		\$375.00	

FOR ACCEPTANCE OF PROPOSAL PLEASE SIGN BELOW

CUSTOMER:

MIAMI VERTICAL GARDEN INC.

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____