



1231 N 1<sup>st</sup> Street, San Jose, CA  
[www.baymaples.com](http://www.baymaples.com) (408) 642-1860  
Contractors #977639

## Garden Management Agreement

Proper management of native gardens sustains the quality and health of the plants and preserves the intended design concept. Bay Maples garden designs are intended to provide an overall aesthetically pleasing appearance for the Garden Owner and the surrounding community.

The plants in your garden have been chosen for their natural shape and growth habit. All cultural practices should encourage and enhance the natural form of the plants. Trimming and pruning should not alter this form unnaturally.

The following is to serve as required specifications and to provide guidance in the management of your native garden.

**Garden Owner:** \_\_\_\_\_

**Garden Address:** \_\_\_\_\_

**Best contact phone number :** \_\_\_\_\_

**Email:** \_\_\_\_\_

The agreement is for garden management services for the property located at the address listed above.

Agreement start date: \_\_\_/\_\_\_/\_\_\_

Management visits are available either monthly (12 visits for year-long contract) or seasonally every three to four months as indicated.

Monthly     Bi-monthly     Seasonal (Every 3-4 months)     \*By request

\*Maintenance customers may also contact us outside of their scheduled maintenance for special occasions or if it looks like their landscape needs extra care. We will do our best to accommodate availability.

The amount due for the below listed services is \$150 per hour (2 person crew), or \$75 per hour per worker, with a one hour minimum per visit for the term listed above and is payable the last day of each month for the service that was provided. The Garden Owner will receive a garden management invoice at the end of each service visit and receipt of payment is due within 10 business days from the date of the invoice or last day of that month. All additional charges that are unscheduled will be billed separately and will be due 10 days from receipt of the additional invoice or the last day of that month.

The Garden Owner and Bay Maples hereby agree and promise to do the following items:

Bay Maples will provide the services as detailed below. A garden management update will be supplied to the Garden Owner with each invoice, detailing the specific work completed during that billing period along with a suggested list of work to be done during the next visit. The Garden Owner will pay all charges as specified below.

### Pruning

1. All trees and shrubs will be allowed to grow to their natural genetic form and size, unless otherwise requested by the Garden Owner.
2. All trees and shrubs will be pruned to promote structural strength and to accentuate the natural form and features of the plants.
3. Plant material will be trimmed as needed to permit unobstructed passage to pedestrians, motor vehicles, or sight restrictions.
4. Individual shrubs will not be clipped into balled or boxed forms, except where specifically instructed.
5. Vines will be pruned to control growth and direction, and will not be allowed to grow over windows, doors, or other structural features, unless so instructed.

### Grass/meadow areas

1. Newly planted grass/meadow areas may be mowed monthly to encourage spreading and filling in.
2. Established grass/meadow areas will be mowed 2-3 times per year, as necessary.

### Pest and disease control

1. Pest and disease control will be performed according to Integrated Pest Management (non-toxic) standards.
2. Weeds will be removed manually each visit.
3. Healthy plants should be able to withstand minor disease and insect damage without controls. Routine applications of pesticides (albeit organic) will not be practiced, as it destroys the natural predator-prey relationship.

### Irrigation

1. Garden irrigation will be operated at an appropriate seasonal schedule, using the least amount of water necessary to maintain the growth, health, and vigor of all garden plant materials.
2. Irrigation controllers will be re-programmed seasonally to match plant material water needs to the irrigation applied.
3. Bay Maples will maintain a log of current irrigation station times. A copy of the log will be given to the Garden Owner.
4. When a sufficient amount of rainfall has occurred, Bay Maples will turn off the irrigation system until it is necessary to water again.
5. Repairs to irrigation equipment damaged by equipment operated by Bay Maples will be the responsibility of Bay Maples.

### Debris Removal

1. Green waste will be disposed of in the green waste bin or curbside location designated by the Garden Owner.
2. Hardscape (i.e. sidewalks, patios, driveways) will be manually swept free of debris on each visit, unless the use of a blower is specifically requested.

### Plant replacement policy

For a period of 6 months from the project completion date or signing of this agreement, plant material determined no longer viable will be replaced, one time per plant, at no additional charge under the following conditions:

- Accounts are current and fully paid. Payments are due upon receipt.
- Bay Maples was informed as soon as plant material showed symptoms of stress.
- Plant care instructions, provided upon installation, have been properly followed, including adequate irrigation.
- Sod/meadow plantings installed during the months of June – September are not guaranteed.
- All recommended garden management procedures were properly followed, including adequate watering.
- Substitutions of equal or greater value may be made, depending on plant availability.
- Bay Maples reserves the right to determine the best time to replace the plant material according to planting season.
- Bay Maples does not guarantee any *transplanted* plant material.
- Plants will only be replaced (1) time

\*\*Plants damaged by weather, animals, vehicles, theft, vandalism, or mechanical damage shall not be replaced under this contract.

Additional planting and extra work

1. All plant material added at the request of the Garden Owner, as well as other tasks outside the aforementioned scope will be invoiced separately as extra work. Extra work that extends beyond the original management agreement will be billed in 30-minute increments at the rate of \$75 per hour per worker.

Signature of the Garden Owner: \_\_\_\_\_

Print name: \_\_\_\_\_ Date \_\_\_\_\_

Signature of Bay Maples: \_\_\_\_\_

Print name: \_\_\_\_\_ Date \_\_\_\_\_