



"Dedicated to Superior Designs & Service"

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11/09/2023
Page 1 of 2
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University of Illinois - College of Education

Paul Deckard
1310 S 6th Street
Champaign, IL 61820

Service Location:

University of Illinois - College of Education
1310 S 6th Street
Champaign, IL 61820
Samantha Lindgren salindgr@illinois.edu
(217) 550-9689

2023 Interior Plantscape Proposal

Green Wall

MATERIALS

- 150 - 04" Austral gem fern
- 150 - 04" Pothos golden
- 150 - 04" Pothos neon
- 150 - 04" Schefflera arboricola 'luseane' dwarf
- 150 - 04" Ficus robusta ruby
- 1 - GSky Green Wall 9'W x 14'H Tank and Pump System

PRICING SUMMARY

GUARANTEED MAINTENANCE SERVICE AMOUNT	\$14,160.00
2 year agreement (24 months)	
ONE TIME CHARGES	
Purchase of Plants (estimate)	7,203.00
Purchase GSky Wall and Components	16,412.00
Sales Tax (7.50%) - <i>client is tax exempt</i>	
TOTAL PURCHASE OF MATERIAL	\$23,615.00
LABOR (one-time charge for preparation, delivery, & installation)	\$6,450.00
PROJECT TOTAL	\$44,225.00

A 50% deposit for the purchase of materials is due in the amount of \$11,807.50 at time of signing. The balance for the purchase and labor will be invoiced when the installation is complete. The monthly maintenance amount can be prepaid upfront in the full amount of \$14,160.00 or we can invoice you monthly in the amount of \$590.00.



AGREEMENT



DATE: 11/09/2023
CLIENT: University of Illinois - College of Education
ADDRESS: 1310 S 6th Street
CITY, STATE, ZIP: Champaign, IL 61820

CONTACT: Samantha Lindgren EMAIL: salindgr@illinois.edu
GUARANTEED MAINTENANCE AMOUNT: \$14,160.00
PURCHASE OF MATERIAL: \$23,615.00
LABOR: \$6,450.00
PROJECT TOTAL: \$44,225.00

TERMS AND CONDITIONS

This Agreement (the "Agreement") is entered into as of the date indicated below between All America-Phillip's Flower Shop, Inc., dba Phillip's Interior Plants & Displays ("Phillip's") and the client specified above ("Client"), who hereby agree as follows:

- 1. Phillip's fees include all charges for design, preparation, delivery and installation of all itemized plant material, accessories, and labor including applicable sales, rental, or similar taxes. All Prices are firm for 30 days from proposal date. Unless otherwise stated, Phillip's monthly fees cover complete plant care and guaranteed plant replacement. Plant care includes watering, pruning, insect and disease management, fertilizing, cleaning and dusting by a horticultural technician. If a plant should become unhealthy, overgrown, or generally unattractive, it will be replaced by Phillip's with the same or similar type of plant described in the original proposal, order, or Agreement, with the type and size of plant determined at the reasonable discretion of Phillip's. Any additional materials or services not specified in the initial proposal will be priced at current market price at the time of order. 3rd party fees incurred to manage COI, invoices, etc. will be billed monthly to the Client as an admin fee. Photographs taken by Phillip's may be used for marketing and social media purposes, unless specifically instructed otherwise by client in writing. A 3% processing fee will be applied for credit card payments of \$1000 or more.
2. Phillip's shall have access to the plants, as well as hot and cold water within a reasonable distance from the plants, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Any exceptions to these hours are subject to an additional charge negotiated between Client and Phillip's. Adequate levels and duration of light, as determined by Phillip's, must meet the required needs of the plants, prior to installation of plants.
3. All construction will be substantially completed, furnishings in place and environmental conditions stabilized at client's property prior to delivery of plants. Phillip's will have free access to all necessary areas of the building, passageways and freight elevators. Installations outside the hours above or requiring special handling due to architectural limitations will be discussed with Client in advance to identify additional costs that may be incurred by Client. Phillip's is not responsible for delays caused by extreme weather conditions affecting nurseries in Florida and transportation routes from the nurseries, local conditions preventing safe delivery of perishables to the property, or other conditions, including acts of God, beyond the control of Phillip's. In the event of such conditions, Phillip's will notify client promptly and reschedule installation as soon as conditions permit. Should client need to delay the installation date, any additional costs incurred by Phillip's will be paid by Client.
4. Client is responsible for replacement cost of any plant or container that must be replaced for any of the following reasons: technician is unable to service due to a locked office, private meeting in progress, etc.; plant material was moved without Phillip's knowledge and approval; well-meaning care by anyone other than Phillip's; extreme temperature damage (outside 65-80 degrees F); substantial change in lighting from initial levels; damage due to fire, flooding, explosions, or any other physical or environmental impact; damage caused by cleaning agents, coffee, soda pop, or similar chemicals; theft or damage by Client's staff or the general public; any other harmful condition over which Phillip's has no control.
5. This Agreement shall commence on the date indicated below and shall continue from the installation of product or commencement of service, with charges for any partial month prorated, through the next 24 calendar months (the "Initial Agreement Period"), with the next renewal date defined as the first day of the next calendar month thereafter. Should an early termination of this Agreement be requested by Client, Client shall be responsible for all remaining payments through the end of the contract or rollover term plus any unpaid balance on the account. Reduction or termination of blooming plant installations requires at least 30-day advance written notice. A one time redesign fee may be charged when significant design changes are made to an existing plant program.
6. This Agreement will automatically renew for 12 calendar months at the end of the Initial Agreement Period and each year thereafter unless Phillip's or Client provides written notice at least 30 days in advance of the renewal. All charges specified are guaranteed for the Initial Agreement Period, but are subject to change at any time in subsequent renewal periods upon 30 days' notice by Phillip's.
7. Decorative containers and other accessories purchased from Phillip's are covered by the manufacturer's warranty only. Phillip's makes no representations or warranties regarding such non-perishable materials. Phillip's liability for such accessories shall not under any circumstances exceed the purchase price of the accessories. Special orders require a 50% deposit and cannot be cancelled. Whether an order is deemed a special order will be determined at the reasonable discretion of Phillip's. Contracted items that are returned may incur a restocking fee.
8. Plants purchased from Phillip's without a maintenance agreement are guaranteed to be healthy at the time of delivery. If such plants show signs of disease or insect infestation they will be replaced within the first 30 days only. Other than guaranteed maintenance provided for under this Agreement, Phillip's makes no guarantee about a plant's longevity, no further warranty is expressed or implied and Phillip's liability for such plants shall not under any circumstances exceed the purchase price of the plants.
9. Phillip's accepts no responsibility for care or replacement of plants on Client's premise that are not covered under this Agreement. Unless otherwise specified in the proposal document or subsequent mutual agreement, any additional bulk soil or pruning/cleaning of specimen plant material or other products and services provided by Phillip's shall be approved by Client and billed on a time and materials basis.
10. Client agrees to pay all charges under this Agreement within 30 days of the billing date and payments not received by the next billing date are subject to 1.5% per month (18% annual) service charge. Accounts over 90 days past due are subject to cancellation by Phillip's and Client will remain liable for all unpaid amounts owed, as well as all reasonable costs of collection, repossession, and legal fees. Payment is required in advance or upon delivery except for ongoing purchases or services, in which case credit will be extended upon approval of a credit application. Purchases on credit are billed at the time of delivery and charges for ongoing services under this Agreement are billed in advance. Purchase orders are subject to all the terms and conditions of this Agreement.
11. In the event that Client relocates from the installation site to other facilities during the term of this Agreement, Phillip's shall move the plants and accessories as required and such moving costs shall be fully paid by Client based on Phillip's then current rates. A 30-day notice is required prior to relocation.
12. All materials rented to Client remain the property of Phillip's and if repossession becomes necessary Phillip's will be allowed free access to Client's premises between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, for the removal of such materials. Phillip's is not responsible for repairs to walls when rented green walls are removed.
13. In the event of default by either party, such defaulting party shall pay all reasonable legal fees and other costs of the prevailing party in enforcing any of its rights and remedies under this Agreement.

The individuals signing this Agreement represent and warrant that they have full power and authority to enter into this Agreement on behalf of Client and Phillip's and hereby obligate both Client and Phillip's to all provisions of this Agreement, including any typewritten or handwritten additions or amendments agreed to by both parties. All of the provisions of this Agreement are hereby binding upon and shall inure to the benefit of the successors and assigns of the parties hereto. If any term or provision of this Agreement, or its application to any party or circumstance, is invalid or unenforceable, all other terms, provisions, and applications of the Agreement shall remain valid and enforceable to the fullest extent permitted by law.

CLIENT SIGNATURE: _____
PRINT NAME: _____
DATE: _____

PHILLIPS SIGNATURE: Shannon McCormick
PRINT NAME: Shannon McCormick
DATE: 11/09/2023