

RAMBLE GARDENS, LLC
TERMS & CONDITIONS
updated January 13, 2025

By submitting your deposit payment or signing the associated Ramble Gardens, LLC ("Ramble Gardens") proposal ("Proposal"), you ("Client") hereby acknowledge and agree that the following terms and conditions ("Terms & Conditions") collectively with the Proposal shall constitute the terms of the agreement ("Agreement") between Ramble Gardens and Client. This Agreement shall be effective as of the date contained within the heading of the Proposal (hereinafter the "Effective Date"). Please read carefully.

Proposal Timeframe. Proposals are valid for a period of 30 days following the Effective Date of the Proposal.

Services. All services to be performed by Ramble Gardens shall be performed in a workman-like manner in accordance with applicable industry standards.

Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, NO REPRESENTATION, WARRANTY, OR GUARANTEE OF ANY KIND, (EXPRESS OR IMPLIED), RELATING TO ANY WORK PERFORMED OR MATERIALS PROVIDED BY RAMBLE GARDENS IS INCLUDED OR INTENDED IN THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE).

Client Responsibilities. Client hereby agrees to cooperate with Ramble Gardens on a good faith basis and to provide: a) full and timely access to any project location, including without limitation, access to all service entrances and service elevators in buildings at required times, if applicable; b) complete, accurate and timely information and feedback, if requested by Ramble Gardens; and c) timely notice and access to any personnel or building staff that Ramble Gardens may require to complete a Scope of Work. Client shall be solely responsible for obtaining any applicable permits and/or any building approvals and paying any fees applicable thereto related to the Scope of Work. Ramble Gardens shall not be responsible for complying with any cooperative or condominium rules, if applicable, unless Client has provided such rules to Ramble Gardens in writing prior to any work being performed. Any costs incurred by Ramble Gardens as a result of Client's failure to comply with this Agreement shall be paid by Client.

Events Beyond Ramble Gardens Control. Ramble Gardens shall not be responsible for any delays incurred outside of the scope of its control, including without limitation, delays resulting from the Client, third parties, force majeure events, natural disasters or inclement weather. In such case, Ramble Gardens shall have the right to perform the work under this Agreement within a reasonable period of time beyond the originally agreed upon completion date and Client will pay Ramble Gardens any monies owed in full notwithstanding such delays.

Rescheduling, Cancellations, Delays & Termination. All work shall be scheduled by Ramble Gardens and Client upon mutually agreed-upon days and times, unless otherwise specified in the Proposal. Ramble Gardens reserves the right to charge Client an additional \$200.00 fee per occurrence, in the event Client reschedules and/or cancels any work within 24 hours from an originally agreed-upon scheduled day/time. This Agreement may be terminated by Ramble Gardens or Client upon thirty (30) days written notice. In the event of termination, Ramble Gardens shall be paid in full price set forth herein for services completed up to the effective date of termination.

Arbitration. All claims and disputes relating to this Agreement shall be subject to binding arbitration at the option of either the Client, or Ramble Gardens, in accordance with the Arbitration Rules of the American Arbitration Association. Written notice of demand for arbitration shall be filed with the other party to this Agreement and with the American Arbitration Association, within a reasonable time after the dispute has arisen.

Publicity. Ramble Gardens shall have the right to photo-document all work performed for Client for purposes of promoting its business, including without limitation, usage in connection with the Ramble Gardens website. All promotional rights granted hereunder shall be granted at no cost to Ramble Gardens.

Invoicing, Late Payments and Payment Options. Ramble Gardens will invoice Client as specified in its Proposal ("Payment Schedule"). Payment is due when the invoice is received and shall be deemed Past Due if payment is not made within 15 days. For this purpose payment shall be deemed made on the date of postmark if mailed, or date received for processing by UPS or FedEx, or the date of actual receipt by Ramble Gardens if delivered by other means. Ramble Gardens accepts cash, electronic bank transfer or check payments. If Client requests to pay by credit card, a 4% processing fee will be added to the associated invoice. Client's payment of an invoice without dispute shall be deemed Client's acceptance of the work performed by Ramble Gardens for the period covered by that invoice. Ramble Gardens may, with notice to Client, stop all work while Client's account is Past Due and the project completion date shall be extended accordingly. If payment becomes Past Due, Ramble Gardens will add a late fee of \$50.00 to the

amount Past Due. If any amount remains unpaid at the time the next regular invoice is prepared, Ramble Gardens will assess interest equal to 1.5% of the unpaid balance, including late fees. If an invoiced, undisputed amount remains unpaid more than 45 days after the invoice due date, Ramble Gardens may refer the unpaid amount, including late fees and interest, for collection. If the Client's unpaid invoices are referred to an attorney or collections agency, the Client shall pay all reasonable attorney's fees or collections agency fees in addition to the late fee and accrued interest.

Taxes. Client shall be responsible for any and all current and future applicable taxes (other than taxes based on Ramble Gardens' net income) incurred as a result of or otherwise in connection with this Agreement or the Scope of Work.

Work Changes. Any and all changes to the Scope of Work requested by Client shall be in writing signed by both parties ("Change Order") and Ramble Gardens shall not be responsible for performing any such work until a validly issued Change Order has been created, as stated herein. Ramble Gardens reserves the right to adjust the number of workers or number of hours while maintaining the same total labor-hours for a given labor charge.

Fuel Surcharge. Ramble Gardens reserves the right to assess a fuel surcharge during the proposal period when the weekly price of Central Atlantic regular gasoline listed on the [Department of Energy U.S. Regular Gasoline Prices \(dollars per gallon\)](#) increases 20% or more than \$3.122/gal. This base price per gallon equals the [Department of Energy U.S. Regular Gasoline Prices \(dollars per gallon\)](#) for Central Atlantic on 01/06/2025. The weekly price of gas equals the price at the beginning of the week in which the work takes place. The fuel surcharge will be calculated with the equivalent percent increase in gas, starting with a base fuel charge of \$20.

Indemnity. Client shall save, hold harmless, and indemnify Ramble Gardens, its officers, directors, agents, employees, and subcontractors from and against any and all claims, causes of action, liabilities, expenses, damages, losses and costs, including reasonable attorney's fees, whether sounding in contract or tort, resulting from the injury or death of any person or damage or destruction to any property arising out of or connected in any way with this Agreement and/or the work performed by Ramble Gardens hereunder, with the sole exception of those claims, causes of action, liabilities, expenses damages, losses and costs, directly and solely resulting from the gross negligence or willful misconduct of Ramble Gardens, or Ramble Gardens' officers, agents, subcontractors or employees.

LIMITATION ON LIABILITY. IN NO EVENT SHALL RAMBLE GARDENS OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AUTHORIZED REPRESENTATIVES OR SUBCONTRACTORS BE LIABLE TO CLIENT OR ANY THIRD PARTIES FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, TORT OR ANALOGOUS DAMAGES. THE PARTIES HEREBY AGREE THAT RAMBLE GARDENS MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT TO CLIENT SHALL NOT EXCEED THE TOTAL FEES ACTUALLY RECEIVED BY RAMBLE GARDENS FROM CLIENT, WITH RESPECT TO THE SERVICE PROVIDED TO CLIENT (EXCLUDING MATERIALS) DURING THE PERIOD OF THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO THE CLAIM OCCURRED.

NOTICE TO CLIENT. (1) Do not sign this contract before you read it. (2) You are entitled to a completely filled-in copy of this contract. (3) Under the law you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge, if applicable. (4) IN ADDITION TO ANY RIGHT OTHERWISE TO REVOKE AN OFFER, YOU MAY CANCEL THIS CONTRACT UNTIL MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DAY ON WHICH YOU HAVE SIGNED AN AGREEMENT OR OFFER TO PURCHASE RELATING TO SUCH CONTRACT. CANCELLATION OCCURS WHEN WRITTEN NOTICE OF CANCELLATION IS GIVEN TO CONTRACTOR. NOTICE OF CANCELLATION, IF GIVEN BY MAIL, SHALL BE DEEMED GIVEN WHEN DEPOSITED IN A MAILBOX PROPERLY ADDRESSED AND POSTAGE PREPAID. NOTICE OF CANCELLATION SHALL BE SUFFICIENT IF IT INDICATES YOUR INTENTION NOT TO BE BOUND.

Representations and Warranties. Client hereby represents and warrants to Ramble Gardens that he or she is the owner of the Project Location described in the Proposal where Ramble Gardens shall work, or Client has the express written authorization of said property owner, and has the power and authority to enter into this Agreement and perform all obligations in accordance with its terms. Ramble Gardens does not offer any warranties in connection with this Agreement or the Scope of Work, except for specified Plant Guarantees.

Assignment. Client shall not have the right to assign any of its rights or obligations under this Agreement to a third party without prior written consent of Ramble Gardens.

Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the state in which this Agreement or the Scope of Work takes place, without regard to conflicts of laws principles.

Integration; Amendment. This Agreement, and all exhibits attached hereto, constitutes the entire agreement between Client and Ramble Gardens pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto, including, without limitation, any prior proposed terms. Only those terms contained in a Proposal shall supersede any conflicting terms in these Terms and Conditions but only to the minimum extent necessary to harmonize the terms in such Proposal with the terms contained herein. Any amendment or modification of any provision of this Agreement must be in writing, dated, and signed by both parties.

Sever-ability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision, and (d) there will be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be practicable.

Execution and Delivery. This Agreement and any other related documents may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument binding on the parties hereto. Facsimile or electronic signatures shall be treated in all respects as having the same effect as an original signature.

Plant Selection and Substitutions. Ramble Gardens shall use its best efforts to ensure that plants proposed are correctly specified for their environment, and that the plants selected will be of a high-grade quality and be true to name. The selection of plants is subject to availability. Ramble Gardens may make plant substitutions without the approval of Client when certain varieties or species are unavailable for purchase. Ramble Gardens shall use its best efforts to provide plant substitutions that are similar in plant type, color, growth habit or other characteristics similar to the plants listed on the Proposal.

Plant Guarantee. Ramble Gardens offers a limited guarantee for SHRUBS AND TREES ONLY. This guarantee covers 100% of the original cost, sourcing, delivery, associated materials/services and planting labor of the replaced plant up to 6 months following the original planting date. This guarantee covers 50% of the original cost, sourcing, delivery, associated materials/services and planting labor of the replaced plant from 6 months to 12 months following the original planting date. This guarantee applies to a replacement plant and is not redeemable for a refund. In order for a plant to be covered by this guarantee, the plant must be installed with a temporary irrigation system provided by Ramble Gardens, or a Client's property must have a fully functioning permanent irrigation system approved by Ramble Gardens. The guaranteed plant in question must be deemed unviable by Ramble Gardens in order to be covered by this guarantee. This guarantee does not extend to plants damaged by pets, wild animals, insects, fungal infections, bacterial infections, force majeure, natural disasters or human-related activities.

Roof Drains. Ramble Gardens shall not be responsible for maintaining roof drains and scuppers unless explicitly agreed upon in a fully executed maintenance contract.

Irrigation, Fountains, and Water Supplies. Ramble Gardens offers irrigation and fountain winterization and start-up services for an additional fee. The scope of those services is exclusive to the irrigation or fountain system itself and does not include the water supply to the irrigation or fountain system. Ramble Gardens is not responsible for winterizing any building's exterior or interior water supply, hose bib, or plumbing. Ramble Gardens shall not be responsible for any irrigation and fountain winterization and/or start-up services unless explicitly agreed upon in a fully executed maintenance contract.

Natural stone, wood, and man-made products. In connection with any/all natural stone, wood and/or man-made products supplied to Client by Ramble Gardens or a Ramble Gardens supplier (collectively "Products"), color, patterns, and shade as well as percentage, size, and shape of markings will vary. Product samples and the statements in any brochures, advertising materials or product descriptions provided to Client are for informational purposes only. All Product sizes are nominal, not actual. Client hereby acknowledges and agrees that Products shall inevitably contain inherent irregularities and defects that are beyond the control of Ramble Gardens or its suppliers (despite the exercise of reasonable care), and no such Product, shall be deemed to be defective, and Client shall accept such Products "AS IS" and have no recourse against Ramble Gardens or any Ramble Gardens supplier for any irregularities or defects in such Products.