

PROPERTY MAINTENANCE SERVICE CONTRACT

THIS PROPERTY MAINTENANCE SERVICE AGREEMENT (the "Agreement")

Dated __ of, ____ 2016_ BETWEEN

, (the "Customer" or the "Owner")

- AND -

Greenbloom Landscape Design Inc.

(the "Service Provider" or "Contractor")

Agree as follows:

In consideration of the payments described in Schedule "A" attached hereto, the Contractor shall perform the work (the "Work") described in Schedule "A", at the lands and premises municipally known: ("Premises") during the period commencing the first week of April_ 2016 and ending the last day of November _2016 . Schedules "A", "B" and "C" are to be read into and form part of this Agreement.

2. If requested to do so by the Owner, the Contractor shall provide evidence of compliance with applicable workers' compensation legislation, including payments due thereunder. The Contractor shall maintain at its own expense Comprehensive General Liability insurance in the minimum amount of \$2,000,000.00 per occurrence for bodily injury, death and property damage and evidence of such insurance shall be provided by the Contractor to the Owner upon the request of the Owner.

3. The Contractor shall be responsible for and shall restore at its expense all damage to the property of the Owner caused by the Contractor in the performance of the Work which damage was not reasonably foreseeable as a consequence of the Contractor's performance of this Agreement. The Owner acknowledges that some damage to the property of the Owner is reasonably foreseeable as a consequence of the Contractor's performance of this Agreement, which reasonably foreseeable damage includes, but is not limited to, damage to concrete, asphalt, sod, grass and planting materials due to the nature of the work.

4. The Contractor shall indemnify and hold harmless the Owner, its agents and employees from and against any claim for damages arising from an occurrence of bodily injury or death or the destruction of tangible personal property provided that the damages are caused by the negligence or breach of this Agreement of the Contractor or anyone for whom the Contractor is responsible in law and provided that the Contractor is given notice of the claim by the Owner within a reasonable time following the occurrence but in any event within 48 hours of the Owner first acquiring knowledge of the circumstances of the claim. The Owner expressly waives the right to be indemnified by the Contractor and agrees to indemnify and hold harmless the Contractor, its agents and

employees from and against any claim for damages save and except those which arise due to the negligence or breach of this Agreement of the Contractor and as are described in this Article 4.

5. If there is a conflict within this Agreement, the Site Map (if any) takes precedence over the Drawings and Specifications, the Drawings and Specifications take precedence over Schedule "A" and Schedule "A" takes precedence over the remainder of the Agreement. This Agreement constitutes the whole of the agreement between the Parties and supersedes all prior negotiations, representations or agreements.

6. The Owner expressly acknowledges that it has physical possession of, is responsible for and has control over the condition of the Premises. If the Contractor is delayed in the performance of any portion of the Work by the application of a by-law, by a stop work order (providing the order was not issued as a result of an act or omission of the Contractor), by labour disputes, lock outs, fire, or by any other circumstance reasonably beyond the Contractor's control, including extremely heavy winter conditions, then the time for the performance of that portion of the Work shall be extended until the Contractor is no longer so delayed. If during any particular attendance the Contractor is unable to perform Work in an area of the Premises due to the presence of any vehicles, structures or equipment on the Premises, the Contractor will not be required to perform the Work in those areas until the Contractor's next attendance at the Premises.

7. Should the Contractor fail to comply with the requirements of this Agreement to a substantial degree, the Owner may notify the Contractor in writing that the Contractor is in default of its contractual obligations and instruct the Contractor to correct the default within 5 business days. If the Contractor fails to correct the default in the time specified or subsequently agreed upon, the Owner may correct the default and deduct the cost thereof from any payment due to the Contractor or terminate the Agreement. If the Owner so terminates the Agreement, the Contractor shall be entitled to be paid for the value of all Work performed to the date of the termination.

8. Notices under this Agreement must be in writing and must be delivered in person or sent by email, fax or registered mail to the Owner. A notice will be considered to have been given or made on the day that it is delivered, or, if mailed, five (5) business days after the date of mailing. Either party may give notice to the other of a change in the address set out above and if such notice is given the address specified in that notice will then apply for the purposes of giving notices under this Agreement.

Schedule "A" To The Maintenance Contract

1. Definitions

The Quote, Drawings and Specifications are attached as Schedule "B", form part of this Agreement and also include any site map prepared by the Contractor and approved, before or after execution of this Agreement, by the Owner (the "Site Map").

The Maintenance Areas are described in either the quote provided or the Drawings and Specifications and are those areas upon which Maintenance is to occur.

Grass Cutting Areas are those who require grass cutting only, by mower, line trimmer or other appropriate equipment.

Garden Areas and Garden Beds are those who require gardening services and tending to plants, shrubs and/or flowers.

Grass cutting areas and Garden areas are to be defined by the Contractor and/or Customer at the first site visit.

Gardening involves turning soil, trimming leafs and small branches, edging beds, and clearing debris to maintain the health of plants and esthetic appearance of plants.

Blowing involves the use of mechanical leaf-blowers to clear debris and plant material

2. Description of the Work

2.1 The Contractor will attend to the Premises at the specified frequency and preform either grass cutting, gardening, both grass cutting and gardening, or additional work if such is required by the estimate provided.

2.2 The Contractor will keep and maintain records to document its attendances on site, and will make those records available to the Owner upon reasonable request if the Owner pays the reasonable photocopying charges associated with the request.


3. Additional Work ("Extra Work")

3.1 It is not intended that the Contractor should perform any work or services not described in or properly inferable from this Agreement. The Owner may request that the Contractor perform extra work or services ("Extra Work") by contacting the Contractor and by confirming the request to the Contractor by email. The Contractor will not unreasonably withhold its agreement to perform Extra Work. If the Contractor agrees to perform Extra Work, the Contractor will do so with in a reasonable period of time having regard to the timing of the request and the volume of work the Contractor is otherwise committed to. The Contractor will be paid for Extra Work an amount as agreed , based on a quote from the Contractor.

4. Payment

4.1 In consideration of the performance of the Fixed Price Work the Owner will pay the Contractor the price of **XXXX** Canadian dollars (\$**_____**), plus applicable taxes, by way of **8** monthly payments of \$ **XXXX** + H.S.T. payable from **_____**, **2016** to **_____**, **2017**. The Contractor will also invoice the Owner for items of Additional Work and Extra Work, if any, monthly. All invoices are due and owing within thirty (30) days of the date thereon and unpaid invoices will attract interest at a rate of 2% per month, 24% per annum.

4.2 Should the Owner default in any payment of a monthly installment of the Fixed Price Work or invoice for Extra Work as aforesaid, the Contractor may give Notice of said default to the Owner and should said default remain uncorrected for a period of (5) five days thereafter, the Contractor without further notice to the Owner may stop work under this Agreement such that all of the Contractor's obligations hereunder will be suspended without limitation, the Owner will have the sole responsibility to engage a reasonable and effective system to monitor and manage the condition of the Premises, the Contractor will not be responsible for any damages or claims whatsoever relating to or caused in whole or in part by the failure to perform services to the Premises and the Owner will indemnify and safe harmless the Contractor and its agents and employees from and against any such claims.

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| <p>[CONTRACTOR]:</p>  <p>Date: 2016</p> | <p>[OWNER]:</p> <p>Date:</p> |
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Schedule "B" To The Maintenance Contract

See Quote number #