



TO: Plymouth District Library Board

DATE: 02/04/2026

RE: Interior Plant Purchase

FROM: Melanie Bell,

Assistant Director

As part of our interior refresh we are adding 16 plants with an annual maintenance agreement to the building assets. We reached out to three different vendors for quotes and would like to recommend Ambius. Ambius has extensive experience in this industry and gave us a discount on larger pots.

VENDOR	Quote
Grayes Greenhouse	\$5,000.00
Ambius	\$6,486.00
English Gardens & 4 Seasons Design	\$8,182.00

RESOLVED BY _____, SECONDED BY _____, TO AWARD THE PURCHASE OF
INTERIOR PLANTS AND THEIR ANNUAL MAINTENANCE TO AMBIUS FOR A COST OF
\$6,485.00



Your Ambius Agreement

PROPOSAL #29488

Prepared by **Ahmed Elhakim**



PROPOSAL #29488

Purchase with Guaranteed Maintenance 1 Year Agreement

Date 12/2/2025**Customer** Melanie Bell | Plymouth District Library | 223 South Main Street | Plymouth, MI 48170**Property** Plymouth District Library | 223 South Main Street | Plymouth, MI 48170

UP FRONT INVESTMENT

INTERIOR PURCHASE

Items	Quantity	Price
Ficus lyrata Standard 14" - Installed 14"	8.00	\$2,071.16
Ravenea (Majesty Palm) Multi 14" - Installed 14"	4.00	\$868.23
Sansevieria 'Zeylanica' 14" - Installed 14"	4.00	\$845.44
Phoenix (Grand) Cylinder 17.8" L X 17.8" W X 15" H - Matte Black GP 14"	16.00	\$1,315.00

Interior Purchase \$3,650.00

Subtotal \$3,650.00

ANNUAL SERVICES PAID MONTHLY

GUARANTEED MAINTENANCE

Guaranteed Maintenance \$2,836.08

Subtotal \$2,836.08

PAYMENT SCHEDULE FOR ANNUAL SERVICES (EXCLUDES UP FRONT INVESTMENTS)

SCHEDULE	PRICE BEFORE TAX
December	\$236.34
January	\$236.34
February	\$236.34
March	\$236.34
April	\$236.34
May	\$236.34
June	\$236.34
July	\$236.34
August	\$236.34
September	\$236.34
October	\$236.34
November	\$236.34
	\$2,836.08

ADDITIONAL PROPOSAL DETAILS

Scope of Work: Purchase

COMPANY RESPONSIBILITIES

1. Company shall be responsible for sourcing all specified materials, staging components, and managing the logistics necessary for a seamless installation process. Materials are ordered upon contract signature.
2. The minimum time from contract signature to installation is approximately three weeks. Customer may request expedited delivery of products or services outside of the standard turnaround times outlined in this Agreement. Such expedited requests will incur additional fees, including but not limited to, costs for labor and materials associated with the request.
3. Company will coordinate and confirm the installation date and time with the Customer. Delays to the agreed-upon installation date may incur additional charges for the Customer.
4. Company will stage the plants and containers at the local design center unless noted in the proposal. Staging materials, including saucers, foam, and/or sponge, are used to stabilize plants for optimal transport and installation. Company will ensure that containers are defect-free before delivery. Company will ensure plants are clean and free of pests.
5. Company will position products according to the schematics of the proposal at Client location.
6. Company will remove all debris and packaging materials, leaving the installation area clean and orderly upon completion.
7. The availability of specific plant species and varieties is not guaranteed and remains subject to market conditions and other factors beyond Company's control. Company reserves the right to select and substitute plants at its sole discretion and without penalty to ensure the best options for Customer's space. In making this decision, Company shall consider factors such as light requirements, humidity, water needs, and overall environmental conditions, meanwhile always striving to maintain the original design aesthetic and intent.

CUSTOMER RESPONSIBILITIES

1. Customer is responsible for ensuring the installation site is prepared according to Company's specifications prior to the scheduled installation date. This may include, but is not limited to, wall preparation and ensuring clear access.
2. If an installation date has been mutually agreed upon, the Customer will be responsible for any fees and expenses incurred in the event Company attempts to render service at the Customer's property but is unable to complete the work due to reasons outside of Company's control (e.g. site unreadiness, lack of access, or other Customer-attributable reasons). Additional fees will apply if Company needs to return on a different date due to such circumstances.

PRICING

1. The initial price for the purchase and installation of materials is set forth in the Quote of this Agreement.

PAYMENT

1. Products and Materials set forth in the Quote will be invoiced upon initial installation. Payment for services are due upon receipt of invoice.

TERM

1. All equipment and products ordered by Company on behalf of the Customer are considered non-returnable and non-refundable. If Customer cancels this Agreement after items have been ordered but prior to installation, the full purchase price of those ordered items is due to the Company.

WARRANTY

1. Company warrants that the installation will be performed in a professional and workmanlike manner. Company guarantees that the interior plants and green walls will survive for a period of thirty (30) days from the installation date, provided Customer adheres to Company's instructions.
2. This warranty is void and does not cover damage caused by circumstances beyond Company's control, including but not limited to:
 - accidental or malicious damage, including unauthorized handling, relocation, tampering or vandalism;
 - damage from cleaning solutions or other chemicals;
 - well-meaning care by employees (watering, pruning, etc.);
 - physical impact, theft, or unauthorized alterations by Customer or third parties;
 - environmental conditions beyond Company's control (e.g., insufficient light or airflow, extreme weather, including humidity or dryness, direct prolonged sunlight, pests, disease) or any deviation from manufacturer specifications that may affect the longevity of preserved materials.
3. Company is not responsible for any property damage or other damages, including but not limited to water damage, arising from or related to the use, installation, or failure of materials or equipment provided by the Customer (e.g. Customer-purchased containers, built-ins, or planters). This limitation of liability applies unless the Customer has specifically contracted with Company for services explicitly designed to prevent such damage, such as waterproofing or professional sealing, and those services are detailed in an applicable Scope of Work.

Scope of Work: Guaranteed Maintenance**COMPANY RESPONSIBILITIES**

1. Plant Maintenance service frequency shall be **BI-WEEKLY**.

Company shall water all plants in inventory, according to their needs. Care will be exercised to ensure that plants are not over or under-watered.

Containers will be cleaned on a routine basis to maintain an attractive appearance.

Moss or other top-dressing materials will be maintained in containers to conceal staging materials.

Pruning, shaping, and removal of dead foliage will be done regularly to ensure attractive and healthy plants.

Plants may be turned periodically to promote even growth. Staking will be maintained and adjusted as necessary.

Plants will be fertilized with a liquid or granular fertilizer as needed.

Plants that decline will be replaced with plants of equal size and value, per the original specifications at no cost to the Customer.

CUSTOMER RESPONSIBILITIES

1. Customer will provide access to water and unrestricted access to plants during normal working hours.

Cost of replacements will be the responsibility of the Customer if plants and/or containers are damaged by circumstances beyond our control. These are:

- Temperature extremes: acceptable temperature is 60-80 degrees Fahrenheit.

Lowering light levels below health requirements of plants (including relocation by Customer)

Catastrophes such as fire, freeze, explosion, flooding, etc.

Accidental or malicious damage, such as damage from cleaning solutions, vandalism, and theft.

Well-meaning care by employees (watering, pruning, etc.)

Relocation of plants and containers by Customer

Containers outside manufacturer's warranty.

PRICING

1. The price for services is set forth in the Quote of this Agreement.

Company reserves the right to annually increase the amount charged for the Services, which shall be communicated by written notice to Customer, which notice may be by invoice.

PAYMENT

1. Customer agrees that invoicing for guaranteed maintenance services will occur on a monthly basis as outlined in this Scope of Work, regardless of the volume or number of individual maintenance services completed within that billing period.

Payment for services are due upon receipt of invoice.

TERM

1. The Agreement will be for one year and will renew automatically for successive one-year terms thereafter, unless either party provides the other with written notice of non-renewal at least 60 days before the expiration of a term then in effect.

TERMINATION

1. The Agreement may be terminated by either party for convenience by giving at least sixty (60) days written notice of termination to the other party, providing all accounts are current.
 - To the extent that Customer cancels this Agreement prior to the expiration of the term then in effect, for no fault of Company, Customer will be required to pay fifty percent (50%) of the amount to be invoiced for the remainder of that term. This amount constitutes liquidated

damages and not a penalty, and is in recognition of the difficulty for Company to establish the amount of damages or costs for any such early termination.

If, for whatever reason, the Customer is dissatisfied with the service provided, the Customer will provide reasonable notice and allow Company a period of no less than forty-five (45) days to remedy the problem. If Company fails to resolve the problem to the Customer's commercially reasonable satisfaction within the 45-day period, the Customer may terminate the Agreement by giving Company thirty (30) days' written notice.

In cases of Customer nonpayment or entering bankruptcy or insolvency per the Bankruptcy Code, Company reserves the right to terminate the Agreement upon immediate written notification.

WARRANTY

1. Company warrants that its maintenance of interior plants and green walls will be performed in a professional and workmanlike manner.

Subject to Customer's responsibilities as outlined herein, if Customer identifies any issues directly resulting from Company's maintenance services within seven (7) days of the service date, Company will, upon Customer's written request and at Company's sole discretion, re-perform the specific non-conforming service at no additional cost.

TERMS OF SERVICE

AGREEMENT.

"Customer", as further identified in the signature line, and Rentokil North America, Inc. d/b/a Ambius ("Company") hereby agree to the following terms and conditions in connection with the services identified in the Scope of Work of this agreement (hereinafter referred to as "Agreement").

STANDARD OF CARE.

Company will use its professional expertise to deliver all items and services as further described and specified, for the prices set forth on the attached Quote and Scope of Work.

CUSTOMER RESPONSIBILITIES.

Effective service requires the cooperation of the Customer. The Customer, therefore, warrants full cooperation with Company during the lifetime of this Agreement. The Customer agrees to give Company timely, unobstructed, and safe access to all areas of the property as may be required to enable effective service and maintenance. Any warranties provided herein may be voided in the event that Customer does not provide reasonable access to Company in order to provide required service and maintenance.

Company shall not be responsible for damage or harm to walls or structures, to the extent any material is required to be removed or taken down after being attached.

In order to maintain the optimal performance of the products and services, the Customer may be required to provide and maintain readily accessible and functioning water and electrical hook-ups during all business hours, along with a secure on-site storage area for the Company to store tools required for the services.

MODIFICATION.

Any deviation from the requirements outlined that involve extra cost of material and labor will result in extra charges. If conditions require Company to use specialized equipment or products, Company shall advise the Customer of the additional costs. Company will not use equipment provided by the Customer, including, but not limited to portable and/or stationary ladders, aerial lifts, and fall protection devices, unless Company, in its sole discretion, determines it is reasonably safe to do so.

PRICING.

The price for services is set forth in the Quote of this Agreement. The Customer agrees to pay for the services described in the Scope of Work, plus any applicable sales tax. Prices in the Quote may be subject to annual increases. Company will notify the Customer in writing (which may be by invoice) of such increases.

TERM.

This Agreement will be for the term(s) ("Term") set forth in the Scope of Work.

TERMINATION.

This Agreement or an individual Scope of Work may be terminated in accordance with terms contained herein or the specific termination provisions set forth in the applicable Scope of Work agreed upon by the parties. In the event of any conflict or inconsistency between the termination provisions in this Agreement and the termination provisions in a particular Scope of Work, the termination provisions in the Scope of Work shall govern with respect to the services covered by that specific Scope of Work.

1. **Termination for Cause.** Either party may terminate this Agreement or any individual Scope of Work immediately upon written notice to the other party if the other party commits a material breach of this Agreement or the applicable Scope of Work and fails to cure such breach within thirty (30) days after receiving written notice of the breach. This written notice must include specific details regarding the alleged breach.
2. **Termination for Convenience.** Either party may terminate this Agreement or any individual Scope of Work for convenience at any time upon sixty (60) days' written notice to the other party, providing all accounts are current. In the event this Agreement or an individual Scope of Work is terminated prior to the expiration of the Term then in effect, for no fault of Company, Customer will be required to pay a termination fee as specified in the applicable Scope of Work. Such termination fee constitutes liquidated damages and not a penalty, and is in recognition of the difficulty for the Company to establish the exact amount of damages or costs resulting from any such early termination.
3. **Termination for Bankruptcy/Insolvency.** Either party may terminate this Agreement or any individual Scope of Work immediately upon written notice to the other party if the other party: (a) files a petition for bankruptcy; (b) has a petition for bankruptcy filed against it that is not dismissed within thirty (30) days; (c) becomes insolvent or generally unable to pay its debts as they become due; (d) makes an assignment for the benefit of creditors; (e) goes into liquidation or receivership; or (f) dissolves or ceases to do business in the ordinary course.

PAYMENT.

Payment for services are due upon receipt of invoice or in accordance with the terms agreed upon in the Scope of Work. Customer agrees to remit payment in one of the acceptable forms of payment detailed in the Agreement or invoice.

1. Invoices shall be generated and transmitted in electronic format to the email address provided by the Customer. If the Customer requests paper invoices, an administrative fee will be applied.
2. The Customer is responsible for ensuring Company has the most current and accurate billing contact email address. Should the billing contact change, Customer must inform Company prior to the next invoice date.
3. Payment Disputes. Any dispute with an invoice or invoices must be brought to the attention of Company by written notice within 120 days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. In the event full payment is not made within thirty (30) days after invoicing, a finance charge per month will be added to the unpaid balance, up to the maximum allowed by law. Late fee charges may also be applied. Additionally, the Customer is responsible for all collection costs, including reasonable attorneys' fees, for any invoices not paid by the due date.
4. Acceptable Payment Methods. All payments due under this Agreement, including any associated Scope of Work, shall be made via online portal by credit card or Automated Clearing House (ACH) transfer, unless otherwise mutually agreed upon in writing by both parties.

WARRANTY.

EXCEPT FOR ANY EXPRESS WARRANTIES SET FORTH IN AN APPLICABLE SCOPE OF WORK, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

CONFIDENTIAL INFORMATION; CONFIDENTIALITY.

"Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable

law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

LIMITATION OF LIABILITY.

IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.

FUEL SURCHARGE.

Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

INSURANCE.

Public liability and property damage insurance against injury to members of the public from accidents that may arise from operations will be carried by Company, and evidence of insurance will be issued to the Customer upon request.

ANTI-BRIBERY AND ANTI-CORRUPTION.

Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

RIGHT TO SUBCONTRACT.

Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

FORCE MAJEURE.

Company shall not be liable for any delay or failure in performing the services due to any cause beyond its reasonable control.

CHOICE OF LAW.

Any and all disputes, claims or lawsuits related to this Agreement or to the services shall be determined in accordance with the laws of the Commonwealth of Pennsylvania.

MANDATORY ARBITRATION.

Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.

CLASS ACTION WAIVER.

Where permitted under the applicable law, Customer and Company agree that each may bring claims against the other only in each party's individual capacity and not as a plaintiff or class member in any purported class or representative action. Unless Customer and Company both agree, no action, or court of law, may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

INTELLECTUAL PROPERTY.

Except as expressly set forth herein, between Company and Customer, each is and shall remain the owner of all Intellectual Property that it owns or controls as of the Effective Date, or that it develops or

acquires thereafter. This shall be binding upon all successors of the Customer's business.

DATA PRIVACY.

Company shall process personal data in relation to this agreement in accordance with applicable law and its privacy notice located at <https://www.rentokil-initial.com/site-services/cookie-and-privacy-policy/privacypolicy.aspx>.

THIRD PARTY AND MARKETING DISCLOSURE.

The Customer agrees to permit Company to use the Customer's name, address and electronic mail (email) address for sharing with Company's affiliates. Company will never sell this data. It is to be used to improve the Customer's experience with Company. Additionally, unless Customer notifies Company otherwise or opts out in writing, Customer agrees to and accepts the receipt of periodic marketing and sales information relating to Company's service offerings including via electronic email.

ASSIGNMENT.

The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.

NOTICES.

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed effectively given on the next business day after being sent, unless the sender receives an automated message that the email has not been delivered. If such notice is provided to Customer, such notice shall be sent to Customer's email address for such notices and communications as set forth in the signature block of this Agreement (or to such other email address as Customer shall from time to time designate in writing to Company). If such notice is provided to the Company, such notice shall be sent to support@ambius.com.

ENTIRE AGREEMENT.

This Agreement, together with the Quote and Scope of Work, constitutes the entire agreement between the parties, supersedes all proposals, oral or written, and all other communications between the parties relating to such subject matter and no other representations, statements, or agreements will be binding upon the parties. This Agreement may not be modified or amended in any way without the written consent of both parties. In the event that Customer requires Company to utilize a third-party billing or compliance portal which necessitates the use of click-through acceptance agreements, the terms of those agreements will not be binding on the Company and the terms of this Agreement will prevail.

SEVERABILITY.

If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

All correspondence should be sent to Support@Ambius.com.

By _____

By _____

Date _____

Date _____

Ambius

Plymouth District Library



Spring is coming and we need a vendor to maintain our exterior native Centennial Gardens. Our Facilities Coordinator Loreen Graham sought out three quotes from a variety of different vendors. Those quotes are listed below. This cost is part of regularly budgeted repairs and maintenance costs and is already accounted for in our current budget.

We are recommending Michiganense Native as they specialize in native plants, are local, and have great references.

VENDOR	Quote
Michiganense Natives	\$5,600.00
Feral Floral	\$12,000.00
Transitions	\$9,829.36

RESOLVED BY _____, SECONDED BY _____, TO AWARD ANNUAL
MAINTENANCE OF EXTERIOR PLANTS TO MICHIGANENSE NATIVES FOR A COST OF
\$5,600.00



Michiganense Natives sent you an estimate

Thanks for choosing Michiganense Natives!

Customer

Loreen Graham

lgraham@plymouthlibrary.org

(734) 453-0750

Estimate #000016

February 4, 2026

[Hide full details](#) 

2026 Annual Native Garden Maintenance Plan

Service date: March 1, 2026

Habitat Manager NGMP (\$425.00 ea.) × 12	\$5,100.00
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Budget allotment for mulch, stone, additional plants	\$500.00
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Subtotal	\$5,600.00
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Sales tax	\$30.00
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Total	
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 Text us

Michiganense Natives
8820 N. Lilley Rd.
PLYMOUTH, MI 48170
contact@michiganensenatives.com
+1 (734) 335-0421

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