



Finished Plant Production and Distribution Agreement

The purpose of this document is to establish mutual expectations between Hort Couture Plants (HCP) and

Company Name:

Address:

City:

State:

Contact Person:

Position:

Office Phone:

Office Fax:

Other Phone:

Email:

Brand Statement:

The Hort Couture[®] (HC) brand uses a colorful, modern, fashion theme to target the upscale fashion conscious shoppers. This targets the market segment that does most of the buying and also targets a new generation of buyers. The brand offers the consumer appropriate plant choices to decorate with and execute unique container gardens.

Retail Branding requirement:

All Hort Couture[®] plant products sold to the consumer must be sold in a an approved Hort Couture[®] container and must be accompanied with an approved Hort Couture[®] tag

Grower Branding requirements:

All Hort Couture plant products produced for retail resale in individual pots must be produced in HC Pots and be accompanied by a HC tag.

Landscape and Display Garden Branding requirements - Branded pots and tags may not be required if Hort Couture plants are being produced to go directly into a landscape or display garden. A FashionScape[®] MAD fee of .12 will be assessed per plant. Orders must be noted at submission if the material is for landscape or display use and that no pots or tags are required.

Combination Planter Branding requirement: – Branded pots may not be required if Hort Couture plants are being produced to be used in large mixed containers for wholesale and retail sales. One branded tag per HC variety is required per container. A FashionScape MAD fee of .12 will be assessed per plant. Orders must be noted at submission if plants are being used for combination containers and no pots are required. The number of tags needed per variety needs to be noted on the order.

Distribution requirement:

Hort Couture[®] branded products can only be sold through Independent Garden Center (IGC) retail stores or landscape contractors and may not be sold to mass market or large grocery store chains. HCP will consider exceptions to the grocery store rule for independent/upscale chains; any authorization to distribute to grocery stores must be in writing.

Marketing and Plant Discovery (MAD) requirement:

Each Hort Couture[®] finish container is associated with a marketing and plant discovery fee, exclusive of the wholesale price, which is invoiced when the container is purchased.

Standard container sizes and associated MAD allocations for the spring program are:

9 cm pot @ .04	3 gal pot @ .30
11 cm pot @ .05	12 cm pot @ .06
17 cm pot @ .09	12" hanging baskets @ .28
FashionScape™ Program MAD @ .12 per plug or liner	

Hort Couture Plants Expectations of the Grower:

1) Produce a quality product. 2) Refrain from illegal propagation by any means or attempting to reproduce patented genetics or produce other products from patented genetics. 3) Sell and distribute only to Independent Garden Centers. 4) Sell at a premium price point for your region and maintain appropriate margins on sales and refrain from indiscriminate discounting. 5) Commit to the HC brand and the spirit of this document in good faith.

Grower Expectations of Hort Couture Plants:

1) Supply quality inputs of quantities ordered. 2) Support the HC brand with plant discovery and effective marketing and merchandising tools. 3) Conduct business in good faith and be diligent in open communication.

RETAIL GROWER

I am producing Hort Couture[®] products with the sole intention of selling them at retail in my own retail store(s).

I understand the branding requirement described in this document and agree to produce quality Hort Couture[®] products using HCP approved containers and tags.

I understand the Marketing and Plant Discovery allowance described in this document and agree to pay this fee as part of my HC container invoice.

This agreement is not transferable and is valid until December 31, 2017 however, either party may terminate the agreement by delivering a written notice to the other party if expectations are not being met.

Name

Date

2016/2017 Hort Couture Grower Agreement

WHOLESALE GROWER

I am producing Hort Couture[®] products with the intention of selling them at wholesale to retail stores.

I understand that Hort Couture[®] products can only be distributed to Independent Retail Garden centers. I will not sell HC products to mass market or grocery store chains.

I understand the branding requirement described in this document and agree to produce quality Hort Couture[®] products using HCP approved containers and tags.

I understand the Marketing and Plant Discovery allowance described in this document and agree to pay this fee as part of my HC container invoice.

This agreement is not transferable and is valid until December 31, 2017 however, either party may terminate the agreement by delivering a written notice to the other party if expectations are not being met.

Name

Date