

CALL: (813)523-8045

Lawn Maintenance Terms of Service

This is an agreement between AAA Lawn Service, LLC, hereinafter referred to as the Contractor and/or we, and you, hereinafter referred to as the Client and/or you.

Contractor and Client hereby promise and agree to the following: The contractor agrees to provide the lawn maintenance services as agreed, and the Client agrees to pay the charges that were verbally agreed upon during the initial visit or by phone.

Automatic Sprinklers/Irrigation Systems: Do not water the night before or the day of your scheduled service. The cut will not be satisfactory — grass blades lay over when wet and blow off debris is almost impossible.

Sprinkler Repairs: Properly designed and installed irrigation systems are *not* damaged from routine lawn service. (If installed properly) All irrigation systems require regular maintenance and will inevitably begin causing issues resulting in inefficient watering without it. Here at AAA Lawn Service we are happy to test your systems seasonally and make repairs when necessary for an additional fee. Irrigation maintenance is *not* part of the weekly lawn maintenance services; it is seasonal and we will not pay/reimburse for 3rd party repairs. It needs to be brought to our attention if you would like to have your irrigation system seasonally serviced or it will not get done.

Other Damage: We are very careful when we service your lawn, but if a covered accident does happen, we will repair the damage. Contact us **immediately**, no later than 24 hours after the service where damage occurred. Damages that occur during the performance of our services shall be the sole responsibility of AAA Lawn Service. All repairs will be made by us or by a contractor approved by us, repairs made by others without our consent will not be our financial responsibility.

Damages we will not cover include, but are not limited to: air conditioning wiring, bird baths, bird houses, benches, chairs, play sets, concrete, dog beds, downspouts, drainage, shade structures, fences, fence posts, fence stain, flower boxes, holiday décor, improperly installed irrigation components, irrigation valve covers, metal edging, path lighting, pottery, outdoor curtains, vinyl siding, retaining walls, stone edging, (brick and/or stone), stone pathways, toys, unprotected trees, trampolines, plastic pools or other swimming pools, screenes, windows. exposed cables/wires, invisible fence dog lines, or sprinkler components/lines normally found below the surface of the lawn, disease or damage to lawns, any item hidden in the landscape and not clearly marked.

If we are required to move objects to service your lawn and/or landscape, such as, but not limited to: benches, bird baths, basketball goals, playhouses, lawn furniture, trampolines, etc., we will

not be responsible for damages caused by moving the object to and or from where we need to provide service.

We are NOT RESPONSIBLE for damage to items left on the lawn. The teams do their best to avoid running over hoses, toys, paper, dog bones, etc. However, these items are sometimes difficult to see, so please take a moment and collect all objects on the lawn before the service team arrives.

WINDOW DISCLAIMER: We are not responsible for any type of window and/or glass breakage while providing maintenance on your property from rocks, objects left in the yard, flying debris, etc. Window damage and expenses shall be the sole responsibility of the customer. *You accept our service with these terms.*

Season to Season Continuing Service: We consider you our loyal customer from season to season unless we receive appropriate written communication.

Lawn Debris: Removal of lawn debris is included as part of your routine maintenance service. Lawn debris includes anything left behind by Mother Nature (sticks, twigs, misplaced ground cover, etc.). PLEASE NOTE: We do not remove grass clippings.

Other items *not* included in our definition of lawn debris are man-made trash items — newspaper, packing peanuts, plastic bottles, paper cups, etc., We are not a trash company.

Larger amounts of lawn debris caused by inclement weather, or brush piles collected by clients as a result of your own yard work efforts may require an additional fee for removal. Removal requests must be made directly to the office, and the pile will need to be viewed and priced before any removal can take place. Please do not approach your crew and insist that they do this as a part of your regular maintenance routine — they do not have appropriate room on their trucks to accommodate these requests, nor are they to be held responsible for doing work outside the realm of regular routine maintenance.

Rain: Sometimes it rains on and off and we continue to work. Sometimes your day is rained out and missed. We will make an attempt to return once the grass has dried. Due to weather and conditions beyond our control from time to time, your mowing service may be off schedule. In the event of record rainfall that keeps us from safely and effectively visiting properties, service days may be missed entirely with no chance of a visit before the next scheduled service day. *There will be **No** credits or pricing adjustments offered as a result of missed days — we will resume regular visits when the weather allows, and we will do all that is necessary to get your property back up to excellent condition.*

Holidays: Schedules may be moved forward or back due to a weekday holiday. The following holidays are observed : Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas, New Year's Eve, and New Year's Day. Our business is closed between Christmas and New Year's Day each year, and no regular service visits will occur during this time. Monthly costs are prorated over the course of the contract for simplicity in billing and payment.

Fuel: We are greatly affected by the cost of fuel. If fuel costs can be reduced by creating a more efficient route, rather than increasing our prices, your service day may be affected. Fuel surcharges may apply as fuel rates fluctuate.

Inaccessible Yards: Once the service team arrives we begin our systematic approach to servicing your lawn. In order to provide timely, efficient, and dependable service WE DO NOT CALL OR KNOCK on the door if a yard is inaccessible. We do not offer credits or makeup visits for missed areas due to inaccessible yards. Inaccessible Yards include, but are not limited to: locked gates, broken gates, ongoing projects, moving vans, too many parked cars, pets outside, outdoor parties, irrigation running, construction material, or workmen in a yard.

Locked Gates: Our service teams are careful about locking and closing gates. If security is a concern, please make a quick check of the gate and lock for closure after your yard has been serviced and we are off property to be certain the gate is secured. Please contact us if you find the gate/lock open, and we will remind the service team to lock every time! However, we cannot guarantee a gate will latch and the lock stays in place. *You accept our service with these terms.*

Pets: Our service teams love pets, but not all pets love us! We are careful about locking and closing gates, but we cannot guarantee a pet will not escape. We recommend keeping your pets inside on service days, and checking the gate for closure after service to ensure it is latched before releasing your valuable pets into the yard. Excessive animal waste in our work is cause for a \$10 fee for every week it remains in the yard. I can understand animals need to go when they go but more than one pile is excessive. AAA Lawn Service reserves the right not to cut until the excessive animal waste is removed and still bill accordingly. *You accept our service with these terms.*

Changes, Complaints, and Communications: Please make all communications, changes to service, or complaints to the office and not the service team. There is a possibility that your team leader may forget, be off the next day, or misunderstand the information. *Contacting the office directly allows us to be certain that your changes or needs are noted correctly in your customer file and are placed on work orders, and it is the only approved way to request a change to service or additional services.*

Please Note: The team is authorized to perform **only** the work listed on their work order for the day. We schedule all seasonal yard tasks according to proven best practices timelines — Assuming that you know when a certain task is to be performed and interrupting the team to demand that task be done immediately is not effective, nor is it the way we run our business. All additional work requires authorization and approval of the office before proceeding. *You accept our service with these terms.*

Billing Procedure: AAA Lawn Service only invoices for work that has been performed — we do not bill a month ahead. That said; please lend us the courtesy of keeping up to date with your monthly payments. We run invoices on the last day of the month, and account balances are due by the 15th of the following month. Upto a \$25 late fee can be added to unpaid balances for each month that such balance remains, plus all costs incurred on collection, along with reasonable attorney fees.

Cancellation Policy: This contract may be terminated for any reason by either party upon receipt of a written thirty (30) day notice of intent to cancel (non-payment of two consecutive months of service fees constitutes notice). If a notice of less than thirty (30) days is given by a customer, then AAA Lawn Service reserves the right to either bill for services in lieu of notice,

or agree to termination based upon justifiable cause. Any seasonal cancellations may be subject to price increases.

How to Contact Us:

Cell#: 813-523-8045

Email: aaalawnservice813@gmail.com

We start our days from 9am to 5pm, Monday through Friday. We will do our best to return your call by the end of the day if you called before 5pm Monday through Friday. Messages are checked on a regular basis.