WINTER SERVICE AGREEMENT

THIS WINTER SERVICE AGREEMENT (the "**Agreement**") is entered into as of , the date stamped on signed Estimate (Exhibit A), by and between **D.S. Landscapes, LLC** ("**DS**") with an address of 33 Howland Terrace, Worcester, MA 01602, and the Customer set forth on Exhibit A, Winter season of 2021-2022 for the purpose of setting forth the scope of services and terms and conditions that shall apply to the services DS will provide to the Customer.

1. **Term and Termination**. This Agreement will commence on the date first written above, and continue for one (1) year, unless sooner terminated. Customer may terminate this Agreement upon one (1) weeks' written notice to DS. DS may terminate this Agreement at any time. In the event of termination by Customer, payment is immediately due for any unpaid balance on Customer's account.

2. **Services**. DS agrees to render the winter services (the "**Services**") to the Customer as set forth in Exhibit A.

3. **Billing and Payment**. A bill will be provided to Customer for services per storm, multiple storms may be on one bill depending on the recurrence of storms. Customer shall make payment at the time of Services. Customer makes payment for these Services by credit card*, DS will notify Customer on the day the card will be charged allow 2-4 business days for processing. There is a 3% charge for credit card payments above $800.00. If payment is declined or not received at the time of Service, a 20% charge will be added to the invoice in question. Customer shall be responsible for all costs incurred by DS, including legal and attorneys' fees, if DS must pursue legal or other formal measures to enforce this Agreement.

4. **Miscellaneous**. Customer shall remove all personal items, including, but not limited to vehicles, furniture, toys, hoses, pets and pet droppings. DS reserves the right to charge Customer extra if extra work is needed to complete the Services; including, but not limited to, removal of branches or any excessive debris on lawn from a storm, or debris left on the walkways, driveways or lawn such as rocks, toys, or furniture. Customer shall clearly mark all property line stakes, hidden rocks, and any other hazards that may be in the plowing, snow blowing or shoveling path or close to them. DS shall not be responsible for damage to improperly installed driveways, loose or cracked asphalt or concrete, sprinkler heads, valve/outlet boxes or covers, above ground wiring, or any other obstruction when the standard of installation should be at or below the soil line. DS shall not be responsible for damage resulting from lack of, or improper irrigation or drainage.

5. **Limitation of Liability**. DS' AGGREGATE CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT IS LIMITED TO THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER FOR THE SERVICES PERFORMED UNDER THIS AGREEMENT. DS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ARISING FROM ITS PERFORMANCE OR NONPERFORMANCE UNDER THIS AGREEMENT.

6. **Force Majeure**. If DS' performance of its obligations under this Agreement are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of DS, then DS's obligations under this Agreement shall be excused or delayed until such time as any such event is remedied and DS shall not have any liability to Customer under or in connection with this Agreement.

Please note: That by signing the estimate, you agree to all terms and conditions in accordance with the above, Winter Service Agreement.

*If Customer pays for the Services by credit card, Customer's signature hereon authorizes DS to charge the credit card on file for the Services in accordance with this Agreement. 2 4815-7978-4801, v. 1