

BLADE & BLOOM

a d/b/a of Top Turf Lawn Solutions LLC · bladeandbloom.co

TERMS & CONDITIONS — SERVICE AGREEMENT — LIABILITY WAIVER

These Terms & Conditions ("Agreement") govern all lawn care, landscaping, turf renovation, and related services ("Services") performed by Top Turf Lawn Solutions LLC, d/b/a Blade & Bloom ("Company," "we," "us"), whether performed directly or through a subcontractor engaged by Company, for the property owner or authorized occupant requesting Services ("Customer," "you"). By scheduling, accepting, or paying for any Service, Customer agrees to be bound by this Agreement in full.

1. Scope of Services

Company provides lawn care and turf maintenance services which may include, without limitation, mowing, fertilization, herbicide and pesticide application, core aeration, slice/slit seeding, overseeding, and related turf renovation work ("Services"). Company uses mechanized equipment, including but not limited to mowers, core aerators, slit seeders, and power rakes, which penetrate or interact with the soil surface in the ordinary course of performing these Services. Certain specialty work, including grading, drainage, or fill delivery, may involve heavy equipment as described in Section 10 and may be performed by a subcontractor on Company's behalf.

2. Customer Responsibility to Identify and Mark Underground and Concealed Items

Customer acknowledges that mechanized turf equipment used by Company penetrates the ground and can strike, sever, or damage utilities, irrigation components, and other items that are buried, concealed, or otherwise not visibly apparent at the surface. Customer is solely responsible for locating, identifying, and clearly marking all of the following prior to any scheduled Service:

- All privately-owned underground utility lines, conduits, and cables located on the property, including but not limited to electrical, gas, water, sewer, propane, low-voltage lighting, invisible/electronic pet containment ("dog fence") wiring, data/internet/cable lines, and irrigation supply lines, that are buried at a depth of six (6) inches or less below grade.
- All irrigation system components, including sprinkler heads, valve boxes, backflow devices, drip lines, and control wiring, regardless of depth, whether or not they are visible above grade or obscured by turf, thatch, mulch, or other groundcover.
- All septic system components (including tanks, distribution boxes, and leach/drain fields), well caps and wellheads, utility service covers, meter pits, drainage components, and similar fixtures at or near grade level, regardless of whether visible or obscured by vegetation.
- Any known utility, line, or fixture belonging to, running to, or shared with a neighboring or adjacent property — including but not limited to a neighbor's invisible pet fence wiring that crosses onto or runs along Customer's property — to the extent Customer is aware, or reasonably should be aware, of its existence or approximate location.
- Any other item, utility, object, cable, wire, belonging or artifact buried at a depth of six (6) inches or less
- Any property line, boundary marker, or survey stake relevant to the Service area, where precise boundary work is expected.

Marking standard. Items must be marked using clearly visible flags, stakes, marking paint, or other unmistakable physical markers placed directly above or immediately adjacent to the item's actual location. A verbal or written description of an item's approximate location is not an adequate substitute for physical marking, and Company shall have no liability for damage resulting from Customer's reliance on such a description in lieu of physical marking.

Six-inch standard. Company's Services, including aeration and slit seeding, are performed at depths that may reach six (6) inches below grade. Customer is responsible for ensuring that any item Customer wishes to protect that is buried at six (6) inches or less is marked in accordance with this Section, regardless of who installed it or when. This includes utilities that a third party (such as a utility company, prior landscaper, or prior homeowner) may have installed at a shallower depth than code or industry standard requires.

Concealed or overgrown fixtures. Customer is responsible for identifying and exposing or flagging any at-grade or near-grade fixture (such as a utility or irrigation service cover) that has become overgrown, covered, or obscured by turf, creeping groundcovers, mulch, or landscaping since installation. Company is not obligated to inspect the entire property for concealed fixtures prior to performing Services.

Recommended: Call 811 / Dig Safely New York. Customer is strongly encouraged to contact New York's "Dig Safely New York" service (811) in advance of any aeration, slit-seeding, or heavy equipment service to have public utility lines located and marked, in addition to marking the private items listed above, which public utility locate services do not cover. This service is free.

3. Wells, Water Bodies, and Environmentally Sensitive Areas

3.1 Disclosure requirement. Customer must disclose, and clearly mark, the location of any private drinking water well, wellhead, cistern, spring, pond, stream, drainage swale, wetland, or other body of water located on or immediately adjacent to the property (including on a neighboring parcel, to the extent Customer is aware of it) before Company performs any chemical application, aeration, seeding, grading, or fill work.

3.2 Required buffers. Company will make observe any setback or buffer distance required by the applicable product label or New York State Department of Environmental Conservation regulations when applying herbicide, pesticide, or fertilizer products near a disclosed well or water body. Company is not responsible for maintaining a buffer around a well or water body that Customer failed to disclose or mark, and is not liable for the consequences of an inaccurate or incomplete disclosure.

3.3 Runoff and drainage. Company is not liable for the natural movement of water, sediment, or applied product that results from rainfall, existing site drainage patterns, or grade conditions that predate the Service, provided Company applied products and performed work in accordance with the applicable label and reasonable industry practice.

3.4 Heavy equipment near water bodies and wells. Customer acknowledges that heavy equipment described in Section 10 poses an elevated risk of bank instability, siltation, or damage to a well casing, wellhead, or buried water line if operated too close to a disclosed well or water body, and that this risk increases significantly if the location is not disclosed and marked in accordance with Section 3.1.

4. Company's Right to Pre-Mark Suspected Utility or Sensitive Locations

Company reserves the right, but is under no obligation, to apply temporary turf marking paint to any location on the property that Company, in its sole discretion, suspects may contain a utility, irrigation component, wellhead, or other sensitive item, whether or not Customer has already marked that location. This right is supplemental to, and does not

replace, reduce, or shift, Customer's marking and disclosure obligations under Sections 2 and 3. Turf marking paint is temporary and will fade or wash away over time and is not a substitute for permanent utility or site records.

5. Equipment Exclusion Zone Near Property Lines

Company reserves the right, in its sole discretion, to decline to operate mechanized equipment (including aerators, slit seeders, mowers, and heavy equipment) within three (3) feet of any property line, whether that line is marked, unmarked, fenced, or otherwise indicated. This buffer exists to reduce the risk of damage to neighboring property, encroachment disputes, and damage to utilities that commonly run along property boundaries (such as invisible pet fencing). Areas within this buffer may be serviced manually, partially serviced, or left untreated at Company's discretion, and Company shall have no liability for turf appearance, coverage gaps, or germination results within this buffer zone.

6. Assumption of Risk; Release; Indemnification for Utility and Property Damage

6.1 Assumption of risk. Customer understands and accepts that mechanized aeration, slit seeding, mowing, and heavy equipment work carry an inherent risk of contact with underground or concealed items, and that this risk increases significantly for any item, well, or water body not marked or disclosed in accordance with Sections 2 and 3.

6.2 Release of liability. To the fullest extent permitted by law, Customer releases Company, its owners, employees, and subcontractors from liability for damage to, or the cost to repair or replace, any item that: (a) was not marked or disclosed in accordance with Sections 2 and 3 at the time of Service; (b) was buried at a depth of six (6) inches or less below grade, regardless of who installed it; (c) was concealed by turf, groundcover, mulch, or vegetation at the time of Service; (d) belongs to a third party (including a neighboring property owner) and was not disclosed and marked as required by Section 2; or (e) was struck or affected as a result of Company following Customer's specific direction as to the area, boundary, or extent of Service.

6.3 Utility installation defects. Company is not responsible for, and Customer releases Company from, damage to any utility line that was installed at a depth shallower than applicable code, industry standard, or the utility provider's own specifications, regardless of whether that line was marked, to the extent the improper burial depth was the primary cause of the damage.

6.4 Indemnification. Customer agrees to indemnify and hold Company harmless from any third-party claim (including a claim by a neighboring property owner, tenant, or utility provider) arising out of Customer's failure to identify, disclose, or mark an item as required under Sections 2 and 3, or arising out of Customer's inaccurate or incomplete directions to Company's crew.

6.5 Limits on this release. Nothing in this Agreement releases Company from liability for damage caused by Company's gross negligence, recklessness, or willful misconduct, or for damage to an item that was properly marked or disclosed in accordance with Sections 2 and 3 and was nonetheless struck due to Company's failure to exercise reasonable care with respect to that item.

7. Herbicide, Pesticide, and Fertilizer Applications

7.1 Application in accordance with label. Company applies all herbicide, pesticide, fungicide, and fertilizer products in accordance with the manufacturer's label instructions and applicable New York State regulations. Product labels, not

Company, establish reentry intervals, watering instructions, and precautions, and Customer is responsible for following posted or communicated reentry guidance for people and pets after any application.

7.2 Drift and off-target effects. Despite Company's use of reasonable application practices, wind, temperature, and other environmental conditions can cause limited drift or off-target movement of product onto neighboring plantings, ornamentals, gardens, or adjacent properties. Company is not liable for incidental drift that occurs despite the use of reasonable, label-compliant application practices, absent gross negligence.

7.3 Sensitivities and disclosures. Customer must disclose, prior to any chemical application, any known allergies, chemical sensitivities, pregnancy, immune conditions, pets, koi ponds, beehives, private wells, organic/certified growing areas, or other conditions on the property that may require special precautions. Company is not liable for reactions or harm arising from conditions Customer failed to disclose.

7.4 Plant health and staining. Company is not liable for damage or discoloration to non-turf plantings, ornamentals, or turf that was already diseased, drought-stressed, or otherwise compromised prior to treatment, nor for incidental staining of hardscape or siding that can occur with certain products, provided products were applied per label instructions.

7.5 Right to decline or reschedule. Company may decline to perform, or may reschedule, a chemical application due to wind, precipitation, temperature, or other conditions Company reasonably believes would compromise safety or product efficacy, without liability to Customer.

8. Aeration & Overseeding — No Guarantee of Results

Core aeration and overseeding are cultural practices intended to improve turf establishment, but germination and turf density depend on factors outside Company's control, including weather, soil conditions, sun exposure, foot traffic, watering by Customer, and pre-existing turf and soil health. Company does not guarantee germination rates, uniform coverage, or a specific final appearance of overseeded areas, including the buffer areas described in Section 5.

9. Mowing and Routine Maintenance

9.1 Debris and thrown objects. Mowing equipment can eject rocks, sticks, debris, and other objects at high velocity. Customer is responsible for removing loose debris, toys, hoses, decorative items, and pet waste from the lawn before each scheduled visit. Company is not liable for damage to windows, vehicles, siding, or other property caused by debris that was present on the lawn and not removed by Customer, nor for damage to items Customer left in the service area.

9.2 Wet or saturated ground. Company may skip, delay, or adjust a mowing or equipment visit due to wet or saturated ground to reduce the risk of rutting or turf damage. If Customer requests that Company proceed despite Company's advisory against it, Customer assumes the risk of any resulting rutting, compaction, or turf damage.

9.3 Gates and containment. Customer is responsible for securing pets during any scheduled visit. Company will make reasonable efforts to leave gates and enclosures as found, but is not liable for a pet escaping or for injury to a pet that was not secured by Customer during the visit.

10. Subcontracted Services and Heavy Equipment

10.1 Use of subcontractors. Company may, at its discretion, engage licensed and insured independent subcontractors to perform specialty work that requires heavy equipment, including but not limited to skid steers, mini excavators, and dump trucks delivering or removing fill, soil, or other material (“Heavy Equipment Services”). Subcontractors are independent contractors and not employees of Company. Work performed by a subcontractor on Company's behalf is subject to the same terms of this Agreement — including the marking, disclosure, assumption-of-risk, release, and limitation-of-liability provisions — as if performed by Company directly.

10.2 Additional disclosures for Heavy Equipment Services. In addition to the disclosures required under Sections 2 and 3, prior to any Heavy Equipment Service Customer must disclose and, where applicable, mark:

- The location and depth of any septic tank, distribution box, leach/drain field, dry well, cesspool, or cistern, as this equipment can crack or collapse buried components under load.
- Any known weight limitation or condition affecting the driveway, walkway, patio, retaining wall, or other hardscape that Heavy Equipment will cross or be positioned on.
- Any overhead obstruction — including utility lines, tree limbs, or structures — along the equipment's expected path of travel, given the height of dump trucks and other Heavy Equipment.
- Any known unstable slope, fill, retaining structure, or soft or previously disturbed ground in the work area.

10.3 Assumption of risk for Heavy Equipment Services. Customer assumes the risk of, and releases Company and its subcontractors from liability for, damage to a driveway, hardscape, lawn, septic component, retaining structure, or utility that was not disclosed and marked in accordance with Section 10.2, and for rutting, compaction, or surface disturbance to the access route reasonably necessary to complete the Service.

10.4 No guarantee on fill and grading work. Delivered fill, topsoil, and graded material may settle or shift over time due to weather, drainage, and soil conditions. Company does not guarantee against future settling, and is not responsible for re-grading or replacing material where settling occurs after Company has completed the work in a workmanlike manner.

11. Site Access, Conditions, and Hazards

11.1 General site disclosure. Customer is responsible for disclosing any known hazard on the property that is not obvious to a reasonable observer, including but not limited to buried debris or construction material, unstable ground, holes, animal burrows, or exposed hardware, in addition to the specific items required to be disclosed under Sections 2, 3, and 10.

11.2 Clear access. Customer is responsible for ensuring vehicles, equipment, and personal property are removed from the driveway, work area, and any path Company's crew or equipment reasonably needs to use. Company is not liable for delays, rescheduling, or incidental contact with items left in the work area or access path.

11.3 Photographic documentation. Company may take before-and-after photographs of the property or specific work areas for quality control, training, marketing, and dispute-resolution purposes. Company will use reasonable discretion in any external use of such photographs.

12. General Limitation of Liability

12.1 Cap on liability. Except with respect to Company's gross negligence or willful misconduct, Company's total liability arising out of or related to any Service shall not exceed the lesser of (a) the actual reasonable cost to repair or replace the damaged item, or (b) the total amount paid by Customer for the specific Service giving rise to the claim.

12.2 No consequential damages. Company is not liable for indirect, incidental, or consequential damages, including but not limited to loss of internet or utility service, business interruption, or loss of use, arising from any Service.

12.3 Notice and opportunity to remedy. Customer must notify Company of any claimed damage within seventy-two (72) hours of the Service giving rise to the claim, and must give Company a reasonable opportunity to inspect the area and, where applicable, to remedy the issue directly or through Company's insurance carrier before Customer engages a third party to make repairs, except where emergency repair is reasonably necessary to prevent further loss.

13. Insurance

Company carries commercial general liability insurance, and requires that any subcontractor performing Heavy Equipment Services on Company's behalf carry its own commercial general liability insurance. Claims for property damage that are not excluded or released under this Agreement will be handled in coordination with the applicable insurance carrier. Customer's own homeowner's insurance may also provide coverage for certain losses (such as damage to a home internet or irrigation line) and Customer may be required to pursue that coverage in parallel.

14. Scheduling, Weather, and Cancellation

Company schedules Services based on seasonal windows and weather conditions. Company may reschedule Services due to rain, saturated ground, extreme temperatures, or other conditions that would compromise results or safety. Customer may reschedule or cancel a Service with reasonable advance notice as communicated at booking.

15. Payment Terms

Payment is due as specified at the time of booking or invoicing. Company reserves the right to suspend future Services for accounts with an outstanding balance.

16. Acceptance of Quotations; Electronic Assent

16.1 Incorporation by reference. Every price quotation, estimate, or invoice issued by Company references this Agreement and incorporates it by reference in its entirety, whether or not a full copy of this Agreement is physically attached to that specific communication.

16.2 Electronic acceptance. Customer's affirmative reply to a quotation or estimate by email, text message, or other written electronic communication (including, without limitation, a reply stating "yes," "approved," "looks good," "go ahead," or similar affirmative language), or Customer's act of scheduling, accepting, or paying for a Service after receiving a quotation that references this Agreement, constitutes Customer's electronic signature and binding acceptance of both the quoted pricing and this Agreement in its entirety, to the same extent and with the same legal effect as a handwritten signature on a paper copy. This Agreement is intended to be enforceable as an electronic record, and any such reply as an electronic signature, under New York's Electronic Signatures and Records Act (State Technology Law §§ 301–309) and the federal Electronic Signatures in Global and National Commerce Act (E-SIGN Act, 15 U.S.C. § 7001 et seq.).

16.3 Recordkeeping. Company will retain a copy of each quotation or estimate, the version of this Agreement referenced or attached to it, and Customer's affirmative electronic reply as Company's business record of acceptance.

16.4 Pesticide and lawn-chemical application contracts. Notwithstanding Section 16.2, the separate written commercial lawn application contract required for any pesticide or fertilizer application under ECL § 33-1001 and 6 NYCRR § 325.40 will be executed through Company's designated e-signature platform, or accepted through another method specifically recognized for that purpose by 6 NYCRR § 325.40(a)(6) and applicable New York State Department of Environmental Conservation guidance (such as prepayment of the exact contracted amount prior to application), rather than by email reply alone.

17. Governing Law and Dispute Resolution

This Agreement is governed by the laws of the State of New York, without regard to conflict-of-law principles. Any dispute arising out of this Agreement shall be brought exclusively in a court of competent jurisdiction located in Rensselaer County, New York, or, where eligible, in New York State small claims court.

18. Severability; Entire Agreement

If any provision of this Agreement is found unenforceable, the remaining provisions shall remain in full force and effect, and the unenforceable provision shall be modified to the minimum extent necessary to make it enforceable while preserving its original intent. This Agreement, together with any signed estimate or work order, constitutes the entire agreement between Company and Customer regarding the Services and supersedes any prior oral or written understanding.

19. Acknowledgment

By signing below, or by scheduling, accepting, or paying for Services, Customer acknowledges that Customer has read and understands this Agreement in full, including Sections 2, 3, 6, 10, and 16 regarding marking, disclosure, assumption of risk, and electronic acceptance, and agrees to be bound by its terms.

Customer Signature: _____

Printed Name: _____

Property Address: _____

Date: _____