

## 2024 LaMere Landscaping and Property Maintenance Terms

### SCOPE

By accepting an estimate for services, you understand the scope of work is limited to the description in the service estimate. LaMere Landscaping and Property Maintenance has no responsibility or liability for services that were not performed, if not listed in the service estimate. If you have any questions about the scope of work, please contact us before accepting an estimate. If for any reason the scope of work should change or increase due to client requests or matters out of our control, the compensation amount may change. Additional service requests or changes may be scheduled for a later date.

### PAYMENT

#### Commercial Clients

Invoices for services rendered will be generated on the first of each month for all services performed the previous month. Invoices are due upon receipt. Services will be put on hold for all accounts more than 15 days past due. Accounts more than 30 days past due may result in termination of service. A 10% fee will be charged for every 30 days your account becomes past due. In the case that we are unable to secure payment, the client agrees to pay any collection cost incurred by LaMere Landscaping and Property Maintenance related to the collection process of outstanding balances.

#### Flat Rate Service Agreements

Flat rate service agreements may be entered into between the Client and LaMere Landscaping and Property Maintenance. Invoices will be sent on the first of each month for the agreed upon monthly price. Invoices are due upon receipt. Services will be put on hold for all accounts more than 15 days past due. Accounts more than 30 days past due may result in termination of service. A 10% fee will be charged for every 30 days your account becomes past due. In the case that we are unable to secure payment, the client agrees to pay any collection cost incurred by LaMere Landscaping and Property Maintenance related to the collection process of outstanding balances.

### PAYMENT

#### Residential Clients

##### Recurring Services

When you have accepted an estimate, you will be prompted to enter your credit card or debit card information into our Client Portal. This must be completed before your first service can be scheduled. Your chosen credit card or debit card information will be encrypted and stored in a safe and secure electronic payment system, to be used only by our company for the purpose of collecting payment for services performed by our company. Payment for recurring services will be charged to your card on file after each visit, or weekly if more than one service is scheduled. An electronic receipt will be sent to you by email. If a payment is unable to be processed, service will be put on hold until payment is made, and a \$25 fee will be charged to your account. Repeated unsuccessful payments may result in termination of service.

##### One Time Services

When you have accepted an estimate, you will be prompted to enter your credit card or debit card information into our Client Portal, unless otherwise stated. This must be completed before your services can be scheduled. Your chosen credit card or debit card information will be encrypted and stored in a safe and secure electronic payment system, to be used only by our company for the purpose of collecting payment for services performed by our company. By accepting your estimate, you agree to pay the cost of your service in its entirety. You understand that a 50% non-refundable deposit (prepayment) will be required before services can be scheduled. The remaining 50% of payment due will be charged to your card on file following the completion of your services. An electronic receipt will be sent to you by email. If a payment is unable to be processed, service will be put on hold until payment is made, and a \$25 fee will be charged to your account. Repeated

unsuccessful payments may result in termination of service. In the case that we are unable to secure payment, the client agrees to pay any collection cost incurred by LaMere Landscaping and Property Maintenance related to the collection process of outstanding balances. Personal checks are also accepted if agreed upon by both parties.

## SCHEDULING

Recurring services are placed on a regular schedule and adjusted as needed throughout the season by our professionals. Please note that if our team members come to your property to perform scheduled maintenance service and the service is already completed by another person or provider without notice to our company, a charge of \$25 will be assessed to your account. We will notify you 2 weeks in advance if your scheduled day of service will be changing.

## Weather

In a business whose productivity relies upon the weather, scheduling can be difficult at times. Inclement weather may affect scheduling. We try our best to keep scheduling conflicts to a minimum; however, circumstances that are beyond our control may affect your service start and completion dates. We will move your service up to two days before or after your regular schedule based on the forecast. If your property is unable to be serviced during this time frame your services will be skipped and rescheduled.

## Holidays

Our company will be closed the following holidays; New Year's Day, Easter Monday, Memorial Day, Week after Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, Christmas Day Eve, Christmas Day, and New Year's Day Eve. All services will be delayed up to one day during the entire week of these holidays.

## Requesting to Skip Service

Our team members are trained professionals. When they arrive at your property your services will be performed as scheduled. At times during the season, your property may benefit from skipping a week of service. This may happen during drier periods or toward the beginning/end of the growing season. You are allowed to request skips in service at no charge, if requested at least 24 hours before your service is scheduled to be performed. If you request to skip service with less than 24 hours notice your account will be charged \$25 per event.

## Continuation of Service

Once recurring service begins, you will be placed on our annual schedule for service to resume each year. Written notice of cancellation is necessary from either party to end service.

## Cancellation

If you choose to cancel service, a 24 hour notice is required. If we do not receive notice of your cancellation, a charge of \$25 will be assessed to your account.

## PROPERTY

By accepting this estimate, you understand that the service will be performed at the agreed upon service address. It is your responsibility to provide proper property access. If our team is unable to access any or all of your property they will skip service. While LaMere Landscaping and Property Maintenance is on location at your property, you are responsible for keeping all children and pets, as well as other individuals, away from the work area. This is for your safety, as well as our own. Your service will be predictable and reliable. Since you will know when we are coming, we ask that you please pick up all items on your lawn and move all vehicles or blockages that may hinder our ability to access gates, etc. This includes dog feces, dog toys, children's toys, hoses, gardening equipment, etc. A \$15 fee may apply after one warning if our team members have to pick up items in your lawn (this excludes items included in your service) or are delayed at your property due to blockages. In the event

that our equipment encounters dog feces while on your property, it is necessary for us to clean the affected area before leaving. This is to uphold sanitation standards and prevent the spread of contaminants to other properties. This ensures that our team can stay efficient and do the best job for you, while avoiding damage to your personal items and our equipment. Repeated occurrences, damage to our equipment or personal injury to our team members may result in termination of service. Please move all vehicles at least 3 feet away from areas to be trimmed or mowed.

Removal and replacement of grills, patio furniture, planters, children's play structures, etc. is the responsibility of the Client. Once you are placed on our schedule, please prepare for our arrival accordingly. Should we need to remove items from the deck, patio, or lawn, we will not be responsible for breakage, storage issues, or proper return to the original area. An additional charge will be applied for the time and labor devoted to the removal of these items.

If a storm or heavy wind leaves behind excessive sticks, tree limbs, and/or yard debris, we will clean up what is necessary at an additional charge for the time and labor devoted to the picking up of these items. In most instances, we will communicate with you before any work is done; the only exception is if the debris is so severe that it hinders our ability to provide your regularly scheduled maintenance services. If your property has acquired heavy debris between services, please contact us to discuss your options.

If a tree on your property (or a neighbor's property) causes excessive discharge to the point that it hinders our ability to provide your regularly scheduled maintenance services, we will clean up what is necessary at an additional charge for the time and labor devoted to the picking up of these items. If your property has acquired heavy debris between maintenance services, please contact us to discuss your options.

## SERVICES

### Lawn Mowing

Please be advised that we mow at a 3 inch blade length during the mowing season. This guarantees optimal health, quality, and aesthetic of your lawn. Mowing shorter than 3.00 inches damages grass roots, promotes weed growth, and destroys the overall look of your lawn. We take pride in the lawns we mow. We want you to take pride in the health and beauty of your lawn as well.

### Landscaping

LaMere Landscaping and Property Maintenance is not liable for any weeds that may emerge after a landscape installation has been completed. Weed seeds are spread through wind and weather, i.e. factors beyond our control.

By accepting this estimate, you agree to provide LaMere Landscaping and Property Maintenance the right to use an on-site water supply as needed to complete the stated project without compensation. It is the Client's responsibility to make sure the water supply is on and working before we arrive. Service may be rescheduled, canceled, and/or additional charges may apply if water is not available at the time of our arrival.

## SATISFACTION

Your 100% satisfaction is guaranteed. If for any reason you are not satisfied with the quality of service you have received, please contact us within 24 hours. This contact may be in the form of a phone call, voicemail, text message, email, or service request through our Client Portal. Please leave your contact information and describe the issue in detail. If you contact us after regular business hours we will contact you as soon as possible. If it is agreed upon that the work was not completed to the satisfaction of the client, LaMere Landscaping and Property Maintenance will fix the item in question at no additional charge to the client. LaMere Landscaping and Property Maintenance reserves the right to deny any and all claims of client dissatisfaction. If an issue should arise after the 24 hour window, it may be due to an issue of nature or other circumstance that could prevent us from correcting the problem at no charge.

## WARRANTIES

LaMere Landscaping and Property Maintenance does not warranty any tree, shrubs, flowers, plants, etc.

## DAMAGES

We cannot be held responsible for damage to irrigation systems, sprinkler heads, downspout covers, etc. We can replace certain items for a small fee. We cannot be held responsible for damage to certain unavoidable areas that could be affected by a string trimmer, including, but not limited to: fencing, mailbox posts, fences, swingsets and play areas, unprotected siding that may be low to the ground, and other unprotected areas. If an item should be directly damaged by our equipment, we will communicate the issue with you as soon as possible. Please note that LaMere Landscaping and Property Maintenance is fully licensed and insured.

## PROMOTION

LaMere Landscaping and Property Maintenance may take photographs of your property, in terms of “before” and “after” purposes. By accepting this estimate, you grant us the permission to take such photographs and give us sole rights to the property of these photographs.

## CHANGES

LaMere Landscaping and Property Maintenance reserves the right to change our Terms of Service at any time. We will notify you of significant changes to our Terms of Service by sending a notice to the primary email address specified on your account. Significant changes will go into effect immediately. You should periodically check the site for updates.

LAST REVISED: JANUARY 1, 2024