



## Landscaping Terms of Service

This is an agreement between Premier Home Services, LLC herein after referred to as the contractor, we and/or us. The customer will herein after be referred to as the customer and/or you. Contractor and customer hereby promise and agree to the following: The contractor will provide labor, equipment, and materials necessary to perform and complete in a good and workmanlike manner the Work described in this Agreement. All Work shall be done in accordance with all laws, ordinances, rules and regulations applying to the Work, including, but not limited to, environmental regulations and the Occupational Safety and Health Act of 1970, as amended. Contractor shall have control over, and be solely responsible for, all means, methods and sequences for performing the Work. Contractor warrants that all labor, materials and equipment furnished under the Agreement are of the type and quality required by the Agreement, new (unless otherwise required or permitted by the Agreement) and installed in a good and workmanlike manner and otherwise in accordance with the Agreement. Contractor further warrants that (i) we shall use sound landscaping principles and practices in the performance of the Work; (ii) we shall assure that the Work is performed properly and in accordance with the Agreement; and (iii) the Work will be free from defects not inherent in the quality required or permitted. The Customer will hold the Contractor harmless for any reason other than Contractor's negligence or failure to complete the Work as specified in the Agreement. All Work shall be carried out in such a manner as to cause the least interference with the Customer's daily operations other than that which would normally occur in the work area or not preventable due to conditions beyond Contractor's control. The Customer shall indemnify, defend, and hold Contractor, its employees, directors, and affiliates harmless from any loss, cost, expense, claim or damage for any personal or property damage and/or bodily injury, including death, to the proportionate extent such loss, cost, expense, or damage arises from the negligence or willful misconduct of Customer or any person in connection with the Agreement.

- 1. Guarantee:** Your satisfaction is very important to us. If for any reason you are not satisfied with the service, notify the office within one day and we will provide a re-do. If you notice a problem more than 24 hours after the completion of service, please contact the office so that we can make our best effort to provide a re-do, if possible. Corrective work may be billed at our standard rates or additional service charges.
- 1. Communication:** Please communicate all requests, questions, changes, etc. through the office and NOT through the service team. Contacting the office directly allows us to ensure that your changes or needs are noted correctly in your customer file and are communicated to the service team. Communicating with the office is the only approved way for a change to service or to schedule additional services. The service team is only authorized to perform the work as listed on the work order for the day. Additional work requires the authorization and approval of the office before proceeding.
- 2. Duration of Mowing Services:** The mowing season is May through October or November, weather permitting. Please note that weather may affect the need for weekly or bi-weekly mowing service and we may change your schedule accordingly. For the convenience of our customers, service will automatically renew year-to-year unless you request otherwise. All requests must be sent to the office in writing or via email.
- 3. Cancellations/Rescheduling:** If you wish to cancel or reschedule services, you are responsible for contacting the office in writing via e-mail or by calling the office no later than the 4:00pm on the business day before the scheduled service (Monday – Friday). Requests made over the weekend for Monday services may not be accepted. If you request a cancellation or reschedule to the service team at the time of service or we cannot provide services due to any of the reasons listed in the terms of service, you may be charged a service fee in addition to the regular mowing price. Reschedule requests will be honored at the contractor's discretion and are not guaranteed prior to the next scheduled service. An additional service fee may be charged for reschedule requests that require the contractor to alter the schedule or provide weekend services.
- 4. Lawn Hazards:** Lawn hazards include, but are not limited to: hoses, electrical cords, steel cables, rope, dog runs, clothes lines, bricks, glass, toys, paper, dog bones/toys, air conditioning wiring, bird baths, bird houses, benches, chairs, jungle gyms/play sets, concrete, construction debris, nails/screws, dog beds, downspouts, drainage, shade structures, fences, fence posts, flower boxes, holiday décor, lawn furniture, improperly installed irrigation components, irrigation valve covers,



sprinklers, landscape lighting, metal edging, path lighting, pottery, outdoor curtains, retaining walls, stone edging, stone pathways, toys, unprotected trees, trampolines, plastic pools or other swimming pools, windows, exposed cables/wires or sprinkler components/lines normally found below the surface of the lawn, disease or damage to lawns, or any other item hidden in the landscape that is not clearly marked.

5. **Damage:** We are not responsible for damage to any lawn hazards and ask that you remove any lawn hazards prior to our arrival to avoid any unnecessary damage. Unprotected items adjacent to a string trimming area will likely be damaged. If you have an item near a string trimming area and wish to avoid damage, please move the item at least 6" from the string trimming area or protect the item from potential damage (e.g. mulch or tree boot around a tree). If there is a particular area of your lawn that you would like the service team to avoid, please contact the office so we can note the request in your customer record and communicate the request to the service team. You may be held responsible for equipment damage, personal injury and lost time incurred by the contractor due to lawn hazards. We may charge a service fee if you request a redo for an area that was skipped and/or for time lost due to lawn hazards. Please contact the office no later than 24 hours following the completion of service to report damage that you believe may have been caused by the service team. Contractor reserves the right to review any damage or request evidence.  
**WINDOW DISCLAIMER:** We are not responsible any type of window and/or glass breakage while providing maintenance on your property due to flying debris such as rocks or objects left in the yard. Window damage and expenses shall be the sole responsibility of the customer.
6. **Bi-weekly mowing:** During the mowing season, most yards require weekly mowing to look their best. We may not honor re-do requests for bi-weekly service if you are not satisfied with the service provided. If a customer is particular about the look of their lawn, we strongly recommend weekly mowing in season. A customer who requests bi-weekly mowing or to that their lawn be skipped and whose lawn requires additional mowing at the next scheduled mowing due to excessive length may be charged an additional service fee.
7. **Tall Grass/Neglected Lawns:** Re-dos are not offered for overgrown lawns and/or severely neglected lawns that cannot be properly serviced with standard landscaping practices. In the instance of lawns that are severely neglected and/or overgrown, the service will be charged at double the regular mowing price. We reserve the right to reschedule or refuse services for neglected or overgrown lawns.
8. **Wet Lawns:** Do not water the night before or the day of your regularly scheduled service as the cut will not be satisfactory due to grass blades lying over when wet and causing blow off of debris to be almost impossible. A re-do may not be offered if the grass is wet from recent watering at the time of service. We may skip your lawn if wet conditions from watering prevent the service team from safely or properly providing service.
9. **Inaccessible Yards:** In order to provide timely, efficient and dependable service we do not call or knock on the door if a yard is inaccessible. 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/sprinklers running, construction material and/or workman in your yard. The service team will note the reason why an area of your yard was not serviced. We may not offer re-dos for missed areas or skipped service due to inaccessible yards. If a trip is made and we were unable to service any areas, the regular service fee will be charged. If you request a return trip the regular service fee applies, and service will be rescheduled when we are in the area which may not be until the following week.
10. **Locked Gates:** Our service teams are careful about locking and closing gates, but we cannot guarantee a gate will securely latch or lock. If security is a concern, please check the gate after our service to ensure the gate is secured. You may contact us if you find the gate/lock open and we will remind the service team to check the gate following each service. If you have a combination or other type of lock on a gate, please let us know and we'll keep the number on file.
11. **Payment of Service/Delinquent Accounts:** Payment is due upon receipt of invoice. A late fee will be added to unpaid balances for each month that such balance remains. Delinquent accounts more than 90 days past due may be sent to collections. Contractor may pursue legal action for



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collections. Customer may be held responsible for entire past due balance plus all costs incurred by the contractor on collection and reasonable attorney fees.

- 12. Weather:** Services may need to be rescheduled for conditions beyond our control such as weather. A "rain day" will be called if the predicted rain total is over .25" and/or thunderstorms or strong winds are in the forecast. If the predicted rain total is less than .25", we will generally work as scheduled. If the predicted rain total is over .25" and/or thunderstorms or strong winds are forecasted, your regular mowing day will be rained out and we will come the next day. If service is interrupted because of rain, thunderstorms or strong winds, the remaining service will be rescheduled for completion as soon as possible.
- 13. Holidays:** Schedules may be moved forward or back due to a weekday holiday.
- 14. 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. Surcharges may apply as fuel rates fluctuate.
- 15. Pets:** To avoid potential injury or incident, please keep your pet inside on service day and check that all gates are secure following the completion of service prior to releasing your pets into the yard.