



2024-2025 Terms and Conditions of Service:

Each East Texas Scoopers client implicitly agrees to the following upon signing up for and/or purchasing any of our services:

East Texas Scoopers and its employees agree to provide any purchased service in a professional, reliable and trustworthy manner. In consideration of these services and as an express condition thereof, the client holds harmless and expressly waives all claims against East Texas Scoopers or its employees, unless arising from gross negligence on the part of East Texas Scoopers staff or management.

At all times clients are responsible for providing safe and clear access to their yards, free of all obstructions that may result in injury to staff or that may in any way inhibit or prevent seamless entry into clients' yards. We will not enter yards with any type of obstructions, hop or climb fences or gates, or perform any other unsafe activity to try and gain access into a yard. If we are unable to enter a yard and perform services for any of these reasons, clients will still be charged for that visit. We only pick up pet waste we can see to the best of our ability. Yards with tall grass, weeds that are overgrown or not properly landscaped/maintained along with leaves that have not been removed will negatively impact the result of your cleanup(s). Clients will be expected to maintain the length of their grass, trees, bushes, shrubs, and any/all plant growth on the property, and have leaves and other debris removed from the yard. We will remove pet waste found on top of leaves that are visible but will not go searching through piles of leaves. Yards with tanbark and/or mulch can be just as difficult and easily camouflage pet waste. However, we will always try to remove any pet waste to the best of our ability. If you see an area that's being missed, just bring it to our attention so we can correct the issue on subsequent visits. Your satisfaction is important to us. Please let us know if you have a concern so we can quickly resolve it.

1. STAFF SAFETY: Please realize dogs are territorial and protective by nature. They may be the sweetest most loveable pets with you, but with us, we're strangers and intruders in THEIR territory. If a client has the slightest inkling their dog is anything but happy to see a stranger (East Texas Scoopers staff) enter their yard, that dog **MUST** be kept inside during your service visit on your scheduled service day. We will not enter a yard with a pet that shows the slightest bit of agitation, aggression or overly excitable barking. If we do enter a client's yard to find ourselves encountered by an overly aggressive or unfriendly pet, we will do our best to calmly diffuse the situation and exit the yard, if possible. However, we do reserve the right to protect ourselves by any means necessary in accordance with the situation at hand. It is the client's responsibility to respect the safety of the service provider entering the property while performing services. If this is not the case and an attack occurs, by no fault on the part of East

Texas Scoopers, clients will be required to provide current vaccination records on the spot, and we may notify animal control and/or the proper authorities per local/state laws and regulations and company policy. If you do own an aggressive, anxious or overly dominant dog/pet, please let us know prior to starting service so that the proper safety procedures can be put in place to keep all parties safe and secure. We LOVE dogs, but staff safety, as well as the safety of our client's dogs, is a top priority and cannot be stressed enough!

2. BILLING/PAYMENTS: Billing occurs on a prepaid rolling basis and is a subscription service. Service charges are based on a 52-week year. All clients are required to have a card (bank/credit) on file when acquiring/engaging any recurring or one-time services. We accept all major credit cards as forms of payment. Cash and personal checks not accepted unless prior arrangements have been made with East Texas Scoopers. If the client chooses to prepay for any recurring services on an annual basis to receive the 10% prepayment discount, no refunds will be given after 30 days from the original receipt of payment. An exception may be made in the case of the death of a pet and supporting documentation will be required. If any refund is given within the 30-day period, the amount of the refund given will be minus any card processing fees and prorated to account for services rendered. **Declined/Failed Payments:** If at any time a monthly subscription or one-time service payment/invoice declines, we will notify you of the situation via email and text message. If a valid payment method has not been added to your account prior to your next service visit, we reserve the right to pause/interrupt service provisions until your account and all overdue invoices are paid in full. If full payment has not been submitted for any overdue invoice after ninety (90) days, we reserve the right to engage services with a third-party collections agency to recoup payment for any services previously rendered.

3. SERVICE TIMES: We're unable to provide time-specific visits due to many variables that affect daily routes. We guarantee your service will be completed on your service day. We may be able to provide time frames for service visits, but these times will fluctuate as we add/remove clients from routes as we use routing software to keep routes efficient and drive times minimal. We work in the rain (unless unsafe or constant downpour) or shine and in most weather conditions. If weather/road conditions become unsafe, we will pause services until they are not, and all clients affected will be notified as soon as possible.

4. SERVICE DAYS: From time to time, for any reason, we may need to reschedule or change your service day(s) at our discretion. Prior notice will be given. Service Days are dictated by your address/visit frequency and all clients are then placed on established routes. This enables us to keep prices low and stay competitive.

5. HOLIDAYS: Your monthly fee includes certain holidays we will observe without compensation of cost or service. These holidays are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day.

6. MISSED SERVICE: If we're unable to provide service due to circumstances beyond our control such as thunder and lightning storms, heavy rain, snow, earthquakes, fires, hurricanes, illness,

locked gates, obstructed entry points, aggressive/unsafe pets in the yard, etc., your bill will not be pro-rated and you will be responsible for the full amount of your monthly bill. The monthly fee and weekly rates are all calculated with consideration of these circumstances. On the following visit we will be cleaning up twice as much waste and it'll require more time spent per visit.

7. SKIPPED VISITS: If for any reason we arrive at a client's residence/property and are unable to complete the visit/service for reasons such as unsafe dog being in yard, locked gate(s), obstructions of any kind, we will always attempt to contact the account holder at that time to fix the issue. If we are unable to make contact, we will skip the job and clients will receive an email notifying of why the job was skipped. Clients will still be charged the full amount for any skipped visits considering these circumstances.

8. CANCELLATIONS, PAUSES, AND RESTARTS: If at any time you decide to cancel your service for any reason, your account and all info associated with it will be deleted. If you then wish to resume services at a later date, you will be required to complete the signup process again and will be liable for payment at the current rate and will lose any benefit of being grandfathered in at your previous rate. If you need to pause or suspend service for any reason, we can do so for a period of up to 90 days (or three billing cycles). After the 90-day period, your account will be considered inactive, and you will need to complete the signup process again. You will also be liable for payment at the current rate and lose any benefit of being grandfathered in at your previous rate. If you wish to cancel your service, you may do so at any time for any reason. **For specific details, see Cancellations/Changes below.**

9. REFUNDS: We do not offer refunds for payment of services unless the reason is an error on our part. If you decide to cancel your service upon renewal of your billing cycle, we will continue to render services until exhausted for the duration of the current billing cycle. If a refund is to be given for any reason, other than the fault of our own, refunds will be given minus any proration of services, if relevant. Account credits may be given on a case-by-case basis, and they will either reflect on the following month's invoice or remain on your account without expiration.

10. SATISFACTION GUARANTEE: If for any reason, you are not completely satisfied with any service you receive, we will do our absolute best to revisit the same day or as soon as possible. Revisit requests must be made within 24 hours after completion of the last service, after which all work is final, and no revisits will be provided free of charge. We'll always do our best to work with you to resolve any issue to your satisfaction within the guidelines of our terms of service.

Initial Cleanups: Please be truthful when listing the length of time since your yard was last thoroughly cleaned. We ask this for scheduling purposes to be able to properly allot the needed amount of time to perform cleanups. We will never charge your card prior to completion of the initial cleanup, only after it's done. Moreover, in order to properly quote initial cleanups, an onsite visit/inspection of the yard is required. It's at that time we can provide an exact cost for the job. If any client signs up for ongoing service and requires an initial cleanup then cancels the

service after the initial cleanup and before ongoing service begins, the initial cleanup will revert to a one-time cleanup and be charged one-time cleanup rates according to the services rendered. Base rates for initial cleanups start at \$90 and go up from there depending on job requirements.

Add-On Services:

EcoStrong/Yard Deodorizer: Product is chlorine-based and safe for people, pets and plants. If your dog's/pets are overly sensitive to chemical products, we recommend not using this service or waiting for the application area to dry completely before allowing pets access to the area. If a reaction or irritation does occur, please notify us and we'll discontinue the service in hopes the irritation is corrected. However, we do not anticipate this occurrence, but we will not be held liable for any issues, reactions or irritations this product may cause.

Waste Disposal (per visit): If you opt for us to leave the dog waste in your trash bins, it's the client's responsibility to ensure trash bins are visible and accessible. If we are unable to locate your trash bins or they are not accessible for any reason, we will leave the bagged waste on your side yard or other area of the property. In certain cases, we may take the waste with us and handle the disposal. You will be charged the current per visit waste disposal rate and it will be reflected on your monthly invoices.

Gain/Loss of Pet: It's the client's responsibility to notify us of any increase or decrease in the number of pets within 15 days of gain or loss of a pet in order for monthly invoices to be adjusted. Failure to report additional pets may be grounds for termination of service including full repayment of all incurred additional pet fees at the discretion of East Texas Scoopers. Additionally, if we notice unreported loss(es) or gain(s) of pets, we reserve the right to increase or decrease your monthly statements accordingly without any prior or post notice.

Keys: If we've been given a key(s) to a client's property/residence, it is the client's responsibility to request possession of said key(s) upon any termination or cancellation of service. We will not be responsible or held liable for unrequested/unreturned keys after service cancellations.

Marketing Material: All clients give express permission to East Texas Scoopers to use images/photos of services performed or rendered at clients property or residence on East Texas Scoopers' website and any other marketing materials (print or digital) unless other arrangements have been made between client and East Texas Scoopers.

Personal info: By providing mobile numbers, you consent to receive marketing and service notification messages from us via SMS. We will never share your personal information or phone numbers. You may opt out at any time by sending STOP.

Cancellations/Changes: Either party may cancel this agreement at any time. We do not require contracts or have termination fees for cancellations for residential services. We do require all cancellations to be submitted in writing via email or through the client portal at least 48 hours prior to your billing cycle renewal date. If you decide to cancel once your billing cycle has

renewed and if any services have been rendered, you will receive an account credit for the prorated amount of the transaction. For commercial clients, we do require a 30-day prior written notice via email or submitted via the client portal for service cancellations. Any service upgrades/downgrades or cancelation requests must be submitted via the Client Portal or in writing via email at christopher@easttexasscoopers.com and are usually able to take effect within 24 to 48 hours after submission.

