

**“Reliable Service with Quality Results”**

**Any person/entity, who chooses to use Southern State Lawn Care for any services, concurs to this non-term binding agreement!**

The Client hereby engages the Contractor or any of its employees to perform lawn care services at the address’s agreed upon according to the scope of the work detailed and priced on the Lawn Care Schedule/Contract/Annual Agreement (If applicable) and forms part of this Lawn Care Agreement.

**1.** Any additional work required by the Client or proposed by the Contractor which is not specified on the Lawn Care Schedule/Contract/Annual Agreement (If Applicable) shall be quoted for separately and when completed added to the invoice.

**2.** Invoices shall be issued by the end of every month (Unless otherwise agreed upon) with payment due NET 15 days from the date of invoice. Returned checks for whatsoever reason shall incur a $20 fee and overdue accounts shall accrue interest at a rate of $5 per week late. The Contractor reserves the right to suspend services if payments are not made on time.

**3.** The Contractor reserves the right to require the Client to have a credit card on file with the Contractor. The Client grants the Contractor permission to charge their credit card in the amount owed by the Client plus any late fees. The Client is required to keep their credit card information updated with the contractor if it is required. A $20 fee (plus late fees) may be charged to the Client in the event a credit card is declined for whatsoever reason.

**4.** The Contractor may require the client have a current email and phone number on file. If a property is not owned by the Client, the Contractor may require the property manager/HOA representative or owner to have their name, phone number, email and address on file. In the event a dispute arises about damage to the property, the client is responsible for the damage if the contractor denies liability. The Client/Property Manager/Property Owner/HOA Representative is required to keep their contact information updated with the contractor.

**5.** If a Lawn care schedule/annual agreement/Contract is made between Client and Contractor, services may be canceled by either party anytime during agreement/contract term (if applicable). If canceled early for any reason, Client agrees to pay in full within 30 days after statement date for services completed. A detailed statement will be given to Client by Contractor for payment amount.

**6.** If Client is an entity such as a business or an HOA, disputes with tenants or associates will be settled between Contractor and entity. Contractor reserves the right to stop service or continue service based upon existing Agreements/Contracts until dispute is settled.

**7.** If payment for agreed upon services and/or any late fees associated with Clients account is not paid within agreed upon time period or is outstanding for more than 60 days, Contractor reserves the right to retrieve payment through any legal manner the contractor sees fit. Client shall be responsible for all associated fees with retrieving payment.

**8.** **Obligations of the Contractor**

**8.1.** The Contractor shall provide all labor, equipment and supplies (unless otherwise agreed upon) required to perform the services and to properly maintain all equipment so that work is performed timeously and to a professional standard.

**8.2.** The Contractor shall carry insurance and have valid licenses/certifications as may be required by law to perform the services as outlined in this agreement.

**8.3.** If services cannot be carried out by the Contractor on any specified day, such a service shall be re-scheduled as soon as possible by mutual agreement, if a mutual agreement is not made the cost of all missed services shall be deducted from the invoice.

**9.** **Obligations of the Client**

**9.1.** The Client need not be present during service calls and hereby grants permission to the Contractor and shall facilitate entry to access the property on scheduled or otherwise agreed service days during the local hours of 6:30 am to 9 pm.

**9.2.** The Client shall be responsible for the removal of any objects (i.e. toys, furniture, pet waste, rubbish, sticks, etc.) on the property that will hinder the Contractor in performing under this agreement. The Contractor reserves the right to charge the client separate from contract or annual agreement at a rate of $20 per man hour with a minimum of $10 if the Client does not remove these items.

**9.3.** The Client shall keep all pets secured inside a building or fenced area and shall keep people away from the Contractor's area of work for the safety of all parties concerned whilst the Contractor is performing services. Contractor reserves the right not to perform services near pets or people in close proximity to service area. Contractor is not responsible for injury due to Client negligence of the obligation.

**9.4.** The Client shall notify the Contractor prior to service in writing of any plants that are particularly rare or are a collector's item and their approximate replacement costs. The Contractor reserves the right not to perform any services in close proximity to such plants.

**9.5.** The Client shall be responsible for the day-to-day care of the lawn as recommended by the Contractor and which are not part of the services outlined on the Lawn Care Schedule.

**9.6.** The Client shall notify the Contractor of a cancelation 72 hours prior to any scheduled service. The Contractor reserves the right to charge the Client in the event the Contractor is not notified 72 hours prior to the scheduled service.

**10.** **Liability**

**10.1.** The Contractor shall not be held liable for damage to items on or below the lawn surface which are not clearly visible or marked such as cables, wires, pipes or sprinkler components.

**10.2.** The Contractor shall be liable for damage caused to plants if such damage was caused by willful negligence or improper operation of equipment. Liability shall be limited to the replacement of the plant by the Contractor.

**10.3.** The Client shall not be liable for any damage to the Contractor's equipment (unless items were left in the yard by the client refer to 6.2.) or any injury or illness sustained by the Contractor and his/her employees or sub-contractors or a 3rd party in the performance of this service and the Client shall be indemnified against all claims arising from such damage or injury or illness.

**10.4.** The Contractor shall not be liable for the poor health or lack of performance of turf or plants beyond the scope of the service(s) contracted for, or in any event where the Client does not provide appropriate or proper care for turf or plants.

**10.5.** The Contractor reserves the right to be liable for any damage to the lawn or plants due to the incorrect application or choice of pesticides, herbicides or fertilizers. Liability shall be limited to the replacement of the plant(s) by the Contractor.

**10.6.** The Contractor shall not be liable for any damage to vehicles or building structures due to debris thrown from equipment (Refer to 6.2) unless due to willful negligence or improper operation of equipment. The Contractor reserves the right to replace or pay for any damage that is caused by debris thrown from equipment at the Contractor’s discretion. Any damage must be reported to the Contractor within 48 hours after the damage occurred.

**11.** **Whole Agreement**

This is NOT a term binding contract. This Lawn Care Agreement and Lawn Care Schedule/annual agreement/Contract (if applicable) constitute the sole and entire Agreement between the parties regarding the subject matter hereof and the parties waive the right to rely on any alleged expressed or implied provision not contained therein. Contractor may modify this agreement anytime without prior consent except when it is used for a yearly agreement or a contract. Contractor must keep accessible, up to date version of this agreement available on contractor’s website. If this agreement is being used for a signed annual agreement or contract, either party may terminate this Agreement in its entirety or amend the services (upon mutual agreement) detailed on the Lawn Care Schedule/annual agreement/Contract provided such termination or amendment is made in writing, signed by both parties and submitted to the other party 30 days prior to taking effect.

**12.** **Assignment**

No party may assign any of its rights or delegate or assign any of its obligations in terms of this Lawn Care Agreement without the prior written consent of the other party.

**13.** **Governing Law**

All Agreements/Contracts shall be construed, interpreted and governed in accordance with the laws of the State of North Carolina and should any provision of the Agreements be judged by an appropriate court as invalid, it shall not affect any of the remaining provisions whatsoever.

**14.** **Connotations**

* **Client refers to person/entity/tenant receiving service from Southern State Lawn Care.**
* **Contractor refers to Southern State Lawn Care.**
* **If Applicable meaning may not be needed if verbal agreement was made.**
* **Unless otherwise agreed upon meaning verbal agreement**