

# Pooptopia Terms of Service

## Our Policy

Please read the following Terms of Service carefully before agreeing to receive dog waste removal services from Pooptopia (“us,” “we,” or “our”). By engaging our services, you are agreeing to be bound by these Terms of Service (“Terms”).

### 1. Dog Waste Removal Service:

- a. Pooptopia offers residential and commercial dog waste removal services. Our standard services include Weekly Cleaning (Pooptopia Premium Package), Twice Weekly (Pooptopia Presidential Package), and One-Time Cleanings. All pricing is based on an area size of 1/8th of an acre. Any larger areas may be subject to a customized service plan. Additionally, One-Time Cleanings are quoted at an hourly rate which will be determined at the time of the in-person estimate.

### 2. Scheduled Days of Service:

- a. We strive to maintain your recurring service dates as consistently as possible. However, due to unforeseen circumstances such as weather, we may need to reschedule. We will notify you in advance of any changes whenever possible. If a service day falls on a holiday observed by Pooptopia, services will be skipped and resume on the next scheduled visit.

### 3. Access to Your Yard:

- a. It is the customer’s responsibility to ensure that Pooptopia can access the service area. If we cannot access the yard due to locked/blocked/frozen gates or pets in the yard, we will make every attempt to contact you. However, if we still are unable to access the service area, the service will be skipped, and the regular service charge will still apply. To avoid locked gates or other access issues, please provide any necessary access information, such as gate combinations or lock keys, in advance.

### 4. Weather Conditions:

- a. Pooptopia will operate in most weather conditions, but we reserve the right to skip services if conditions are unsafe or could damage your yard. Extreme weather conditions include, but are not limited to, severe thunderstorms, high winds, extreme temperatures, flooding, or heavy accumulation of snow or water. Pooptopia is a monthly subscription service, and no refunds will be issued for missed weeks due to inclement weather, as we will service the yard the following week and remove all accumulated waste.
- b. In the event of a National Weather Service-issued Heat Advisory or other extreme weather conditions, Pooptopia reserves the right to pause service for the safety of our team. We will notify you of any service adjustments and reschedule as soon as safely possible.

### 5. Holidays:

- a. Pooptopia observes the following holidays and may not provide services on these days: Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day, and New Year’s Day. If your regular service day falls on a holiday, the visit will be skipped, and services will resume on your next scheduled visit. There are no refunds for missed service days due to holidays.
- b. Pooptopia reserves the right to shut down operations between Christmas and New Year’s Day. You will be billed at your normal monthly rate unless you scoop your yard during our shutdown.

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## 6. Billing and Payment Terms

- a. **Pre-Billing:** Pooptopia pre-bills monthly for our services. Invoices are sent on or before the 1st of each month, and payment is due by the 1st.
- b. **Late Payment Fee:** If payment is not received by the 3rd of the month, a late fee of \$10 will be added to your account. All outstanding balances, including late fees, must be paid before services can resume.
- c. **Service Suspension:** If payment is not received by the 15th of the month, services may be suspended until the outstanding balance is paid in full.
- d. **Re-Start Payment:** If service has been paused for more than 30 days, a Re-Start payment requirements may be instituted when service resumes. Requiring you to pay the invoice in full up-front before service resumes.
- e. **New Customer Payment Requirements:** New customers are required to pay a deposit of 50% to 100% of the estimated invoice upfront before service begins. The exact deposit amount will be communicated during the estimate process and must be paid to secure your spot on the schedule.
- f. **No Refunds and Service Continuation:** All payments are non-refundable. Services will continue for the number of visits paid for, as outlined in your invoice, regardless of any skipped visits due to weather, holidays, or access issues.

## 7. Leaves, Debris, Grass and Tall Grass:

- a. At Pooptopia, we strive to thoroughly clean your yard. However, locating dog waste can be challenging in areas with tall grass, leaves, or debris. If your yard is not well-maintained, there is a possibility that some waste may be missed. We will make every effort to address any missed waste during the next scheduled visit, provided the yard maintenance has been completed. Should you have any concerns about missed waste, please don't hesitate to contact us.
- b. While Pooptopia takes pride in helping keep your lawn clean, please note that dog waste can sometimes be difficult to fully remove from grass. We will do our best to avoid pulling up patches of grass along with the waste, but in some cases, small patches of grass may be removed unintentionally. Pooptopia is not responsible for any missing grass spots caused during the waste removal process.

## 8. Privacy Policy:

- a. We may collect personal information from you through our website or through other communications. The information collected may include your name, email address, phone number, and physical address. We use this information solely to provide you with our services and will never sell your information or share it with third parties, except as necessary for processing payments or other service-related needs. We may disclose your information in compliance with legal requests or court orders.

## 9. Revisions to Terms of Service:

- a. Pooptopia reserves the right to modify these Terms at any time without prior notice. Any amendments will be effective immediately upon being posted to our website. We encourage you to review these Terms periodically to stay informed of any updates.

## 10. Concerns and Contact Information:

- a. If you have any concerns or questions regarding our services or these Terms of Service, please contact us at Admin@pooptopia.dog.

## 11. Service Discontinuation:

- a. We reserve the right to discontinue services at our discretion, particularly for issues related to payment or safety. If services are discontinued, you will be notified, and any remaining balance will be due immediately.