



Wangsgaard's Landscaping & Construction

One Time Service Terms and Conditions of Service

These Terms and Conditions ("Agreement") govern the use of the services provided by Wangsgaard's Landscaping & Construction ("Company," "we," "our," or "us") to the Customer ("Customer," "you," or "your"). By signing our estimate or invoice (known herein collectively as "Invoice") or by using our services if no Invoice was provided, you agree to be bound by the terms set forth herein, including any additional terms referenced in the Invoice.

1. Acceptance of Terms

By engaging with our Services, you acknowledge and accept these Terms and Conditions, which may be amended from time to time. Any amendments will be posted on our website and will become effective immediately upon posting. Your continued use of our services following any changes to this Agreement constitutes your acceptance of the updated terms.

2. Incorporation by Reference

These Terms and Conditions are supplemented by the Invoice you will receive confirming a service request. The terms, details, and conditions outlined in the Invoice, including but not limited to, the scope of services, fees, and any other agreed-upon provisions, are hereby incorporated by reference into this Agreement. In the event of any conflict between these Terms and Conditions and the Invoice, the provisions of the Invoice will prevail.

3. Services and Products

We provide ongoing landscaping and/or snow removal services which may include, but are not limited to, aeration, yard fertilization, weekly mowing and trimming, power raking, sprinkler installation and repair, sprinkler system winterization, spring and fall clean-ups, leaf clean up, tree trimming and removal, snow removal, ice melt application, commercial plowing, landscape design ("Services"). The specific terms and pricing for the Services are outlined in the Invoice, if a Service is not listed in the Invoice, it is not included in the scope of your Services unless an updated Invoice or a separate document adds the non-listed



Service. The Company reserves the right to modify or discontinue any service offering without prior notice any reduction of service will also result in a correlating adjustment to the fees due for Services.

4. One-Time Agreement

This Agreement shall continue until completion of the Services listed in the Invoice.

5. Payment Terms

Payment for Services is due as outlined in the Invoice. If the Invoice does not contain the due date, all amounts are immediately upon receipt of the Invoice. The Company accepts various payment methods, including credit cards, checks, and other approved payment options. If payment is made via credit card, the Customer is responsible for paying any applicable credit card processing fees.

6. Late Fees

Any Invoice not paid within five (5) days of the due date shall be late. If the payment is past due for more than fifteen (15) days after the five (5)-day grace period, a late fee of twenty dollars (\$20.00) will be applied to the outstanding balance. If the payment remains overdue for more than thirty (30) days after the twenty (20)-day late fee window (five (5)-day grace period plus fifteen (15) late fee window), interest will begin accruing on the outstanding balance at an annual rate of eighteen percent (18%) charge monthly.

If the outstanding balance is referred to a collection agency or attorney, the Customer is responsible for any collection agency fees, attorney fees, and other costs associated with the collection of the debt.

7. Delivery and Fulfillment

The Company will make commercially reasonable efforts to complete the Services as outlined in the Invoice. Service times and completion dates are estimated and may be subject to change. In the event of delays due to inclement weather, material shortages, or other circumstances beyond the Company's control, the completion date may be extended by the duration of the delay. The Company shall notify the Customer promptly of any



expected delays. The Company is not responsible for delays caused by events beyond our control.

8. Cancellation and Refunds

The Company may Cancel this Agreement at any time by giving the Customer fifteen (15) days' notice in writing.

The Customer may Cancel this contract at anytime (subject to cancellation fee) by sending the cancellation in writing. If the Customer cancels this Agreement after work has commenced, the Customer shall be responsible for all costs incurred by the Company up to the cancellation date, including labor, materials, equipment rentals, and any non-refundable supplier costs. Additionally, the Company may charge a cancellation fee of 25 percent (25%) of the total contract value or five-hundred dollars (\$500.00), whichever is greater, to cover administrative and scheduling costs. Any refunds or adjustments will be at the Company's sole discretion.

9. Property Manager Authority

If the Customer is a property management company or a property manager working on behalf of a Homeowners Association (HOA), the property management company or property manager confirms that they have the authority to bind the HOA or property owner to this Agreement. If it is later determined that the property management company or property manager does not have such authority, they will be personally liable for all fees due under this Agreement in the event the property owner or HOA does not pay the Invoice.

10. Insurance Requirements

The Company agrees to maintain appropriate liability insurance coverage and appropriate workers' compensation insurance. Proof of insurance is available on request.

11. Confidentiality

The Company agrees to maintain the confidentiality of any proprietary or sensitive information received from the Customer, except where disclosure is required by law or necessary to fulfill the terms of this Agreement.



12. Dispute Resolution

Any dispute arising from this Agreement shall first be resolved through good faith negotiation. If unresolved within fifteen (15) days, the parties agree to mediation in Salt Lake City, Utah, with costs shared equally. If mediation fails within thirty (30) days, the dispute shall be settled through binding arbitration under the rules of the American Arbitration Association (AAA) in Salt Lake City, Utah, with each party covering its own costs and arbitration fees shared equally. Either party may pursue claims in small claims court, and the Company may seek court action for any non-payment. The prevailing party in any dispute shall be entitled to recover reasonable attorney fees and costs.

13. Entire Agreement

This Agreement, along with any Invoices provided, constitutes the entire agreement between the parties and supersedes any prior agreements or understandings, whether written or oral, relating to the subject matter hereof. Any amendments to this Agreement must be in writing and signed by authorized representatives of both parties.

14. Contact Information

If you have any questions or concerns about these Terms and Conditions, please contact us at:

Wangsgaard's Landscaping & Construction
454 37th St. Ogden, UT 84403
office@wlc-utah.com
(801) 815-9117

Customer Acknowledgment

By using our services, you confirm that you have read, understood, and agree to these Terms and Conditions, including the Invoice incorporated by reference. You further agree to sign the Invoice as acknowledgment of the terms outlined therein.