



# Wangsgaard's Landscaping & Construction

## Annual Service Plan 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. We will make every reasonable effort to notify Customers of material changes via email when applicable; however, it is the Customers responsibility to ensure a current and accurate email address is on file. 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 as operational need require. Any reduction or discontinuation of Services will also result in a correlating adjustment to the fees due for Services. While prior notice is not guarenteed, the Company will make reaasonable efforts, as a professional courtesy, to provide written notice of Service changes when practicable in order to allow the Customer time to coordinate transition of the effected Service(s) to another vendor if necessary.

**4. Annual Agreement**

This Agreement is for approximately one (1) year, upwards of three (3) years, of Services beginning on the date listed on the Invoice and ending on the date listed on the Invoice. Whereas the work to complete the Services provided are not spread evenly each month, but instead require substantial amount of work in certain months, any early termination of the Services or this Agreement shall result in the cancellation fee per Paragraph 8 below.

**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 due 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 may be 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) day 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. In event a delay is more than 30 days the Customer may cancel this Agreement early without the late fees owed in Paragraph 8 below, the Company shall still be owed for any work completed up to the date of the early cancellation.

## **8. Cancellation and Refunds**

The Company may Cancel this Agreement at any time by giving the Customer fifteen (15) day's notice in writing. The Customer may Cancel this contract at any time (subject to cancellation fee) but the cancellation requests must be made in writing and submitted at least ten (10) days prior to the end of the month. If a cancellation request is received within ten (10) days of the end of the month, the Company will provide the Services listed in the Invoice in the following month and the Customer is responsible for paying the following month's service fee. Any cancellation prior to the end of the agreed term shall result in an early cancellation fee equal to fifty percent (50%) of the remaining value of the Agreement as listed on the Initial Invoice (including any updates to the invoice for added Services).

The Company understands that circumstances may arise requiring early termination. Early cancellation fees may or may not apply depending on timing of the request and the Company's performance and completion status of Services under this Agreement. The Company will review each situation in good faith on a case-by-case basis, taking into consideration the quality and extent of Services performed, scheduling commitments, seasonal allocations, and overall operational planning.

If concerns regarding Services or performance arise, the parties agree to first work together in good faith to resolve those concerns. If a resolution cannot be reached, the matter shall be addressed in accordance with the cancellation terms outlined in this section and the dispute resolution provisions set forth in Section 13.



## **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. Renewal and Estimates**

Before the end of the Term, the Company may provide the Customer with a renewal invoice for the following year's services and new Term. If the Company does not send a renewal invoice, or if the Customer does not sign and return it, this Agreement will automatically renew for an additional term equal to the previous term. However, either party may prevent automatic renewal by providing written notice of non-renewal at least 30 days before the Term ends.

Upon auto renewal, the Company may adjust pricing for inflation at its discretion, but any increase will not exceed ten percent (10%).

## **11. Insurance Requirements**

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

## **12. 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.

## **13. 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.

**14. 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.

**15. Contact Information**

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

Wangsgaard's Landscaping & Construction  
454 37<sup>th</sup> 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.