**ADDITIONAL TERMS AND CONDITIONS**

**IMPORTANT NOTICE: THIS DOCUMENT CONTAINS IMPORTANT PROVISIONS REGARDING THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE BETWEEN YOU AND COMPANY NAME** **PLEASE REFER TO THE SECTION ENTITLED “CLASS ACTION WAIVER.”**

**CUSTOMER ACKNOWLEDGMENT.** Customer hereby acknowledges that Customer has read and fully understands the following terms and conditions which shall be deemed a binding part of Customer’s contract with Lawn Legacy for lawn care services. Customer further acknowledges that these terms and conditions are a material inducement for Lawn Legacy’s agreement to enter into a contract with Customer for lawn care services.

**OUR GUARANTEE.** For customers purchasing 5 or more fertilization and weed control applications in a season, Lawn Legacy will revisit your property as often as needed between scheduled visits to make any necessary fertilizing or weed control adjustments and to ensure your satisfaction is guaranteed.

**CONTINUOUS SERVICE.** To optimize the effectiveness of your plan, your plan continues from year to year without any action on your part. This includes any services purchased initially or added at a later time. At the end of each calendar year, we will remind you that your plan will resume in the coming year. Remember, your plan will continue unless you contact us at (317)-441-5057 to cancel. Either you or Lawn Legacy may cancel service of your plan at any time, subject to your obligation to pay for all services previously provided.

**COST OF SERVICES/BILLING.** You have the option to pre-pay for your plan each season at a discounted rate. Otherwise, you will be billed for the cost of each service (and any applicable fuel surcharges) after the service occurs and payment is due upon receipt. The cost of individual services in your plan may vary from year-to-year and will be communicated prior to the services being performed. Please also note that current year discounts may not apply in subsequent years.

**EASYPAY AGREEMENT.** You may be eligible to participate in our EasyPay Program which lets you auto-pay each invoice as it is issued with a credit card on file. Please call our office for more information.

**CHECK PROCESSING POLICY ACH:** Payment by check constitutes your authorization to either use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. If any check, draft, credit card, or EFT transfer payable to Lawn Legacy is not honored, Lawn Legacy will assess a $25.00 collection fee for each such item (in addition to all other rights and remedies for the unpaid balance).

**LATE FEES.** A service charge of 0.66% per month shall be added to the unpaid balance of all accounts not paid within 30 days. If payment is not made, you agree to be responsible for and reimburse Lawn Legacy for all costs of collection, including any court fees and attorney’s fees incurred for the collection of your account.

**NON-PAYMENT/DEFAULT.** The obligation of Lawn Legacy hereunder is conditioned upon payment in full of all service charges and failure to pay such charges shall cancel this Plan in its entirety and discharge Lawn Legacy of any liability. All amounts paid shall be deemed the property of Lawn Legacy.

**ACCESS TO PROPERTY.** You hereby authorize Lawn Legacy to access your property on days and times of Lawn Legacy’s choosing to provide the services you have requested. Lawn Legacy may further move personal property on the grounds as may be reasonably needed to perform its services.

## **Binding Effect.** This document constitutes a valid agreement between you and Lawn Legacy. The rights and obligations created hereunder shall be binding upon you and Lawn Legacy and their respective successors. Lawn Legacy shall further have the right to assign any of its rights and obligations to another company. No other person shall acquire or have any rights under or by virtue of these Terms & Conditions.

## **MODIFICATIONS.** Lawn Legacy reserves the right to revise its terms and conditions from time to time. You will be notified of any changes and agree that your continued use of Lawn Legacy services after receiving such notice constitutes acknowledgement and willingness to be bound by the revised terms and conditions.

**Waiver; SEVERABILITY**: It will not be considered a waiver of Lawn Legacy’s rights if Lawn Legacy fails to enforce any of these Terms or Conditions.  In the event a court finds a provision in this Agreement to not be valid, you and Lawn Legacy agree that such court should incorporate a similar provision that would be considered valid, with all other provisions remaining valid and enforceable.

## **SURVIVAL:** The terms and provisions contained herein that by their nature and content are intended to survive the performance of Lawn Legacy’s obligations shall so survive the completion of the performance, expiration and termination of this Agreement.

**LIMITATION OF LIABILITY.** Lawn Legacy’s entire liability and your sole and exclusive remedy for any and all losses and damages for any cause of action arising out of services provided to you by Lawn Legacy shall be limited, at Lawn Legacy’s option and in Lawn Legacy sole discretion, to a refund of payment(s) for the service(s) at issue, or, the repair of your lawn as determined by Lawn Legacy in its sole discretion. IN NO EVENT SHALL Lawn Legacy BE LIABLE FOR ANY LOSS, LIABILITY, DAMAGE OR EXPENSE IN AN AMOUNT IN EXCESS OF YOUR ANNUAL TOTAL INVESTMENT. CUSTOMER EXPRESSLY WAIVES ANY AND ALL RIGHTS TO CLAIM ANY ADDITIONAL DAMAGES, INCLUDING BUT NOT LIMITED TO: ANY LOSS OF USE OR PROFITS, LOSS OF BUSINESS, LOSS OF BUSINESS REPUTATION, EXPENSES OR COSTS ARISING FROM OR ALLEGED TO ARISE FROM BUSINESS INTERRUPTION, DAMAGE TO REAL OR PERSONAL PROPERTY, AND FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, TORT, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY OR OTHER BREACH OF DUTY BY Lawn Legacy.

## **Governing Law; VENUE**: All disputes between you and Lawn Legacy shall be governed by Indiana law and resolved exclusively in the state or federal courts located in Hamilton or Marion County Indiana, except that Lawn Legacy may elect, in its sole discretion, to litigate an action in the county or state where any breach by you occurred or where you can be found. Customer and Lawn Legacy, and each of them, expressly waive their respective right to a trial by jury in any action, proceeding, claim, or counterclaim brought by either of them against the other on any matter arising out of or in any way connected with any agreement relating to lawn care services provided by Lawn Legacy.

**CONTACT INFORMATION.** To the extent allowed by law, by providing your phone number to Lawn Legacy, you expressly consent for Lawn Legacy, along with its agents and affiliates, to contact you by telephone, including through the possible use of an automatic telephone dialing system or other automated technology, text and pre-recorded message, with marketing messages, offers and other information regarding Lawn Legacy’s products and services. You expressly consent to be contacted through such means at the telephone numbers (including wireless numbers) you provide to Lawn Legacy. You represent and warrant that any mobile or wireless telephone number you provide belongs to you and is associated with a mobile device in your possession. You will notify Lawn Legacy if your mobile or wireless telephone number changes. Consent is not a requirement of purchase. Should you have any questions about which addresses, telephone numbers or email addresses you provided to Lawn Legacy for the above, please review your account information or please call us at (317)-441-5057.

**CLASS ACTION WAIVER.** TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER EXPRESSLY WAIVES ANY AND ALL RIGHTS TO MAKE A CLAIM FOR DAMAGES AS A CLASS MEMBER IN ANY CLASS ACTION OR AS PART OF A PLAINTIFF GROUP. you and lAWN lEGACY agree that each may bring claims against the other only in your or its individual capacity and not as a member of any class or as part of a class or representative action. Unless you anD lAWN lEGACY agree, a court may not consolidate any dispute between us with disputes involving other people OR PARTIES.

**January 2018**