

Terms of Service

Brightscape Outdoor LLC
Shelby Township, Michigan
Effective Date: September 3, 2026

These Terms of Service ("Terms") govern your use of the Brightscape Outdoor LLC ("Brightscape Outdoor," "we," "our," or "us") website, communications, and services. By using our website, requesting an estimate, scheduling services, or otherwise doing business with Brightscape Outdoor, you agree to these Terms.

1. Our Services

Brightscape Outdoor provides landscaping, outdoor property improvement, and related services. Specific services, pricing, project details, materials, schedules, and other requirements may be provided through an estimate, proposal, service agreement, invoice, or other written communication.

The terms of an individually signed proposal, estimate, or service agreement will control if they conflict with these general Terms of Service.

2. Estimates and Proposals

Estimates and proposals are based on the information available to Brightscape Outdoor at the time they are prepared.

Pricing may change if the scope of work changes, additional work is requested, unforeseen site conditions are discovered, material costs change, or other circumstances arise that were not reasonably included in the original estimate.

Additional work outside the agreed scope may require customer approval and may result in additional charges.

3. Scheduling

Brightscape Outdoor will make reasonable efforts to complete services according to the estimated schedule.

Service dates and completion times may change because of weather, material availability, equipment issues, site conditions, staffing, delays caused by customers or third parties, or other circumstances outside our reasonable control.

Unless specifically guaranteed in writing, service dates and project completion dates are estimates.

4. Customer Responsibilities

Customers are responsible for providing Brightscape Outdoor with reasonable access to the property and work areas necessary to perform the agreed services.

Customers should notify Brightscape Outdoor of known underground systems, private utilities, irrigation systems, invisible fences, drainage systems, landscape lighting, or other concealed property features that may affect the work.

Customers are also responsible for obtaining any approvals or permissions required from property owners, homeowners associations, or similar organizations unless otherwise agreed to in writing.

5. Payments

Customers agree to pay all charges according to the payment terms stated on their estimate, proposal, contract, or invoice.

Deposits may be required before materials are ordered or work is scheduled. Remaining balances are due according to the terms provided for the specific project or service.

Brightscape Outdoor reserves the right to pause or discontinue services for accounts with overdue balances, subject to applicable law and any written agreement between the parties.

6. Changes and Cancellations

Requests to modify or cancel scheduled work should be made as soon as possible.

Projects involving specially ordered materials, committed labor, equipment rentals, permits, or other expenses may be subject to charges for costs already incurred.

Project-specific cancellation or deposit terms included in a signed proposal or agreement will take priority over this section.

7. Property Conditions

Outdoor and landscaping work may involve excavation, grading, hauling, machinery, material installation, and other activities that temporarily affect the appearance or condition of a property.

Brightscape Outdoor will use reasonable care while performing services. However, we are not responsible for damage caused by undisclosed or improperly marked private utilities, irrigation components, invisible fences, underground wiring, drainage systems, or other concealed conditions that were not reasonably identifiable before work began, to the extent permitted by law.

8. Materials and Natural Products

Landscaping materials and natural products may vary in color, texture, size, shape, and appearance.

Plants, trees, sod, seed, mulch, stone, soil, and similar products may naturally differ from samples, photographs, or previously installed materials.

Plant survival and turf establishment may also depend on watering, weather, soil conditions, maintenance, pests, disease, and other factors outside Brightscape Outdoor's control.

Any warranties specifically offered for materials, plants, workmanship, or other services will be stated separately in writing.

9. Website Information

We make reasonable efforts to keep information on our website accurate and current. However, website information is provided for general informational purposes and may change without notice.

Website photographs, descriptions, examples, and other content do not constitute a guarantee that every project or service will produce identical results.

10. SMS/Text Messaging Terms

By providing your mobile phone number and opting in to receive text messages from Brightscape Outdoor, you agree to receive SMS communications from us.

Messages may include communications regarding:

- Estimate and quote requests
- Appointment and scheduling information
- Service reminders
- Project updates
- Customer service communications
- Billing and invoice information
- Other communications related to your relationship with Brightscape Outdoor

Message frequency varies. Message and data rates may apply.

Consent to receive SMS messages is not a condition of purchasing any goods or services from Brightscape Outdoor.

You may opt out of SMS communications at any time by replying **STOP**. After opting out, you may receive a confirmation message indicating that you have been unsubscribed.

For assistance, reply **HELP** or contact Brightscape Outdoor using the contact information available on our website.

Wireless carriers are not responsible for delayed or undelivered messages.

Your mobile information will be handled according to our Privacy Policy. **Mobile information, phone numbers, and SMS opt-in consent will not be sold, rented, or shared with third parties or affiliates for marketing or promotional purposes.**

11. Electronic Communications

By communicating with Brightscape Outdoor electronically, you agree that we may respond through appropriate electronic methods, including email or text messaging where you have provided the necessary information and consent.

Electronic communications may be used for estimates, proposals, invoices, scheduling information, service updates, and other business communications.

12. Intellectual Property

Unless otherwise stated, the Brightscape Outdoor name, logos, website content, graphics, photographs owned by Brightscape Outdoor, and other original materials are the property of Brightscape Outdoor LLC.

They may not be copied, reproduced, distributed, or used for commercial purposes without our permission, except as otherwise permitted by law.

13. Limitation of Liability

To the fullest extent permitted by applicable law, Brightscape Outdoor will not be liable for indirect, incidental, special, or consequential damages arising from the use of our website or services.

Nothing in these Terms is intended to exclude or limit liability that cannot legally be excluded or limited.

14. Privacy

Your use of our website and services is also subject to the Brightscape Outdoor Privacy Policy.

The Privacy Policy explains how we collect, use, protect, and disclose personal information, including information associated with SMS communications.

15. Governing Law

These Terms are governed by the laws of the State of Michigan, without regard to conflict-of-law principles.

Any disputes arising from these Terms or our services will be handled according to applicable Michigan and federal law and any dispute-resolution provisions contained in a separate written agreement between Brightscape Outdoor and the customer.

16. Changes to These Terms

Brightscape Outdoor may update these Terms periodically to reflect changes to our services, business practices, or legal requirements.

Updated Terms will be posted on our website with a revised effective date.

17. Contact Us

Questions regarding these Terms of Service may be submitted using the contact information provided on our website.

Brightscape Outdoor LLC
Shelby Township, Michigan

SMS Summary: By opting in to Brightscape Outdoor text messaging, you agree to receive service-related SMS messages. Message frequency varies. Message and data rates may apply. Reply **STOP** to opt out or **HELP** for assistance. Consent is not a condition of purchase. Mobile information and SMS consent will not be shared with third parties or affiliates for marketing or promotional purposes.