

In exchange Firefighter Lawn Care, LLC d/b/a Firehouse Nursery ("FFLC") and Customer agrees to the following terms and conditions:

SERVICES

- 1) **FFLC is not be liable for any failure or delay in the performance of the Services if such failure or delay is on account of causes beyond its reasonable control, including acts of God, inclement weather, accident, governmental regulations or controls, labor disputes, terrorism, pandemics, epidemics, local disease outbreaks, public health emergencies, or other similar or different occurrences beyond the reasonable control of FFLC.**
- 2) FFLC may, at its sole discretion, use subcontractors to perform some of the Services. In the event FFLC uses subcontractors, FFLC will remain responsible to Customer for performance of the Services.
- 3) Unless otherwise agreed to in writing, Customer is responsible for obtaining any necessary planning permission for the Services (i.e. permits).
- 4) Customer grants permission to FFLC to enter the property to perform the Services regardless of whether the Customer is present. Customer shall facilitate entry to access the property by providing gate code(s), key(s) or other means of entrance to the property.
- 5) Customer agrees to keep all pets secured inside a house or fenced area from FFLC's area of work for the safety of all parties concerned while Services are being performed.
- 6) Customer agrees to comply with all reasonable requests of FFLC and shall provide FFLC's personnel with access to the property being serviced as may be reasonably necessary for the performance of the Services.
- 7) Customer agrees not to hinder or delay FFLC in providing the Services.

DAMAGES / ISSUES

- 8) **Claims for damages and errors (along with one or more pictures of the issue) must be made in writing via email to eric@firefighter-lawncare.com within 48 hours after completion of that Service or they will be deemed waived.**
- 9) **FFLC will NOT cover or be responsible for damage to the following:** items on or below the surface which are not clearly visible or marked such as cables, utilities, wires, pipes, or sprinkler components. Customer is responsible for informing FFLC of all subsurface utilities.
- 10) **FFLC's liability for any claims relating to the Services or this Contract shall not exceed the amounts paid by Customer to FFLC under this Contract.**
- 11) All plants, turf, grass, mulch, dirt, rocks, and any other organic or natural materials provided are sold AS IS.
- 12) **Except as expressly set forth herein, FFLC makes no other representation or warranty, express or implied, regarding the Services and products provided, and expressly disclaims any other warranties, including but not limited to, the implied warranties of good and workmanlike performance, of fitness for a particular purpose, and merchantability.**

MISCELLANEOUS

- 13) This Contract cannot be modified orally; instead, all modifications must be in writing and signed by both FFLC and Customer.
- 14) This Contract is binding on Customer and Customer's heirs and legal representatives, successors and assigns.
- 15) If any clause, sentence or portion of this Contract is judged invalid or unenforceable, such adjudication shall not affect or invalidate the remainder of the Contract.
- 16) This Contract supersedes any and all other agreements, either oral or written, between FFLC and Customer with respect to the subject matter hereof, and each acknowledge that **no representation, inducement, promise, or other agreement, orally or otherwise, has been made to either party by the other, which is not embodied herein, and that no other agreement, statement or promise not contained herein shall be valid or binding, and all previous representations, either written, are hereby declared null and void and have not further force and/or effect.**
- 17) Both parties to this Contract represent that they have the authority to enter into this Contract and in the event the Customer is not the legal owner of the property being serviced that he/she has the authority to bind the owner(s) property being serviced.

- 18) Any litigation pertaining to the Services or the subject matter of this Contract shall be brought in Parker County, Texas, and the non-prevailing party shall reimburse the prevailing party for all reasonable fees and costs (including, specifically, without limitation, court costs, attorneys' fees, and expert witness fees) incurred by the successful party in connection with such legal action. The "prevailing party" shall be deemed to be that party who obtains substantially the result sought, whether by dismissal or judgment.

PAYMENTS AND SCHEDULING

- 19) Customer will pay for all materials and labor (services) upon checkout at the nursery. Services will be placed on the list for scheduling and FFLC will coordinate via email or text regarding scheduling with the customer after purchase. The time frame for scheduling will vary depending on current demands, work load and logistics. Customer can contact FFLC via email for any questions regarding scheduling at eric@firefighter-lawncare.com