

In exchange for Firefighter Lawn Care, LLC ("FFLC") providing the Services requested above, Customer agrees to the following terms and conditions:

PAYMENT & FEES

- 1) Customer agrees to pay all amounts charged pursuant to the terms of this contract by the due date.
- 2) Payment may be made by cash, check, auto bank draft, or credit/debit card. A 4% convenience fee will be charged for credit/debit card payments and a \$30 fee will be charged in the event payment is returned (ex: bounced check, declined auto draft or credit card).
- 3) If any amounts due from Customer to FFLC become past due for any reason, FFLC may at its option, and without further notice, withhold further Services until all invoices have been paid in full and such withholding of Services shall not be considered a breach or default of any of FFLC's obligations under this contract. Services withheld for this reason are deemed forfeited by Customer.
- 4) Any invoiced amounts not paid by Customer when due shall be subject to interest charges, from the date due until paid, at the rate of one and one-half percent (1.5%), or the highest interest rate allowable by law (whichever is less).
- 5) Pursuant to Chapter 53 of the Texas Property Code, a lien may be recorded against the property if payment is not timely received for the Services rendered.
- 6) Customer agrees to pay all costs and expenses, including attorneys' fees and costs incurred by FFLC should collection proceedings be necessary to collect on Customer's overdue account.
- 7) In the event it becomes necessary for FFLC to enforce the terms of this contract, FFLC will be entitled, in addition to other damages, to recover its reasonable attorneys' fees and court costs.

SERVICES

- 8) The frequency of the Services (i.e. weekly or bi-weekly) cannot be changed.
 - 9) If Customer wishes to add additional services, an addendum to this contract must be executed. Additional work beyond that which is requested in this contract will be an additional cost.
 - 10) The Services will typically be provided on the same day of the week; however, due to uncontrollable conditions, such as weather and traffic delays, FFLC cannot specify an exact time of service and reserves the right to change the schedule date.
 - 11) If the Services cannot be carried out by FFLC due to weather permitting conditions on any specified day, that Service will be re-scheduled as soon as possible.
 - 12) **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.**
 - 13) If Customer needs to reschedule a Service, 24 hr written notice via email to eric@firefighter-lawncare.com is required or services scheduled for that day will be forfeited. If Customer refuses a Service on a scheduled day without giving the advance written notice, that Service will be forfeited. Any scheduled services at the end of the contract that were not used for whatever reason will be applied as a credit to future service.
 - 14) 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 on scheduled service days by providing gate code(s), key(s) or other means of entrance to the property. If the crew arrives to the property for a scheduled service and are unable to make entrance, that service will be forfeited.
 - 15) Customer is responsible for the removal of any objects (toys, furniture, pet waste, rubbish, rocks, golf balls etc) from FFLC's area of work to avoid damage to Customer's property and FFLC's equipment.
 - 16) 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. If there is a pet in FFLC's area of work on the scheduled service day and our crew feels threatened by the pet, the Service will be forfeited.
 - 17) 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.
-

DAMAGES / ISSUES

- 18) 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.
- 19) Because they are the result of normal operations, FFLC will NOT cover or be responsible for damage to the following: windows, sprinkler heads, hoses, toys, cable lines, invisible dog fences, items on or below the surface which are not clearly visible or marked such as cables, wires, pipes, or sprinkler components.
- 20) 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.
- 21) All plants, turf, grass, mulch, dirt, rocks, and any other organic or natural materials provided are sold AS IS.

CANCELLATION / TERMINATION OF CONTRACT

- 22) Customer may terminate this contract, thereby terminating all remaining Services to be provided under this contract, by sending a written notice of termination via email to eric@firefighter-lawncare.com and paying a \$250 cancellation fee. Customer will still be responsible for paying all amounts invoiced for Services rendered and fees charged pursuant to this contract prior to termination.
- 23) Either party may terminate this contract in the event of a material breach that is left uncured after 7 days following written notice of same. The non-defaulting party may pursue any and all remedies provided by law, subject to the limitations provided herein.
- 24) FFLC reserves the right to terminate this contract for good cause (as determined by FFLC), thereby terminating all remaining Services to be provided under the contract, and releasing the parties from all obligations due under this contract, except for customer's obligation to pay for all amounts due and owing to FFLC prior to termination. Good cause includes but is not limited to repeated instances of Customer communicating to FFLC's crew or office staff in a profane, vulgar, or harassing manner.
- 25) This contract cannot be modified orally; instead, all modifications must be in writing and signed by both FFLC and Customer.
- 26) This contract is binding on Customer and Customer's heirs and legal representatives.
- 27) 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.
- 28) 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.