

In exchange for FFLC providing Services, Customer agrees to the following terms and conditions:

DEFINITIONS

"FFLC" means Firefighter Lawn Care, LLC

"Customer" means the owner(s) of the property that is being serviced by FFLC

"Contract" means the following terms and conditions, along with the final accepted written estimate and any additional changes to the Services requested by Customer and performed by FFLC, regardless of whether such changes / additional Services are in writing.

"Services" means the labor performed and materials furnished by FFLC (or its subcontractors) pursuant to this Contract.

PAYMENT & FEES

- 1) **The estimated cost is based upon FFLC's best judgment of the conditions and other requirements at the time of the estimate and should be used by Customer for planning purposes only. FFLC will endeavor to perform the Services within the estimated price, but will notify Customer if the estimate will likely be exceeded. In the event of changed conditions, Customer agrees to pay the reasonable and necessary increases resulting from same.**
- 2) Customer agrees to pay all amounts charged pursuant to the terms of this Contract by the due date.
- 3) Additional (or different) work, material, or products, beyond that which is requested will be an additional cost.
- 4) ALL customers are required to pay 50% prior to scheduling and rendering of any Services. The remaining 50% is due the day Services are completed according to FFLC. NO EXCEPTIONS.
- 5) Customer will be responsible for all applicable taxes on the Services.
- 6) 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.
- 7) 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).
- 8) 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%) per month, or the highest interest rate allowable by law (whichever is less).
- 9) 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.
- 10) 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.

SERVICES

- 11) **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.**
- 12) 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.
- 13) Unless otherwise agreed to in writing, Customer is responsible for obtaining any necessary planning permission for the Services (i.e. permits).
- 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 by providing gate code(s), key(s) or other means of entrance to the property.
- 15) 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.

- 16) 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.
- 17) Customer agrees not to hinder or delay FFLC in providing 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) **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.
- 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.
- 22) **Except for the Limited Warranty as outlined below, 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.**

CANCELLATION / TERMINATION OF CONTRACT

- 23) 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 may be subject to restocking/material fees for material purchased specifically for the contracted project. Customer will still be responsible for paying amounts invoiced for Services rendered and fees charged pursuant to this contract prior to termination.
- 24) 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.
- 25) FFLC reserves the right to terminate this Contract for good cause (as reasonably 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 failing to timely pay all amounts due, repeated instances of Customer communicating to FFLC's crew or office staff in a profane, vulgar, or harassing manner.

MISCELLANEOUS

- 26) This Contract cannot be modified orally; instead, all modifications must be in writing and signed by both FFLC and Customer.
- 27) This Contract is binding on Customer and Customer's heirs and legal representatives, successors and assigns.
- 28) 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.
- 29) 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.**
- 30) 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.

LIMITED WARRANTY (IRRIGATION INSTALL ONLY)

- 31) Upon FFLC's receipt of payment in full for the Services and subject to the terms and conditions herein, FFLC warrants MATERIALS and LABOR installed for a period of 1 year from the date of installation. This warranty includes all system components installed by FFLC, including the controller, valves, sprinkler heads, pipe, and backflow device. The warranty includes only defects in materials or workmanship and expressly excludes improper usage of the system, damage caused by freezing, fire, flooding, any other natural phenomena, or damage by any other cause. Any modification or repair of the system by any company or person other than FFLC voids this warranty. This warranty expressly excludes clogging of system components due to debris in the water supply.