

# Vibrant Lawn Solutions Terms & Conditions

## I understand and agree:

- I. Weekly lawn service is defined as a 5-7 day interval in which Vibrant Lawn Solutions arrives and services lawn per quote at a height on 3.25”- 4.00” depending on time of season, drought and overall conditions until company has determined the season is over. (Approximately April 1- November 17) If grass does not need to be cut due to drought conditions, crew will service landscape beds pull weeds, trim any overgrown areas of lawn and define edges for the weekly service fee.
- II. Biweekly lawn service is defined as a 14-16 day interval in which Vibrant Lawn Solutions arrives and services clients lawn per quote at a height on 3.25”- 4.00” depending on time of season, drought and overall conditions until company has determined the season is over. (Approximately April 1- November 17) If grass does not need to be cut due to drought conditions, crew will service landscape beds pull weeds, trim any overgrown areas of lawn and define edges for the weekly service fee.
- III. If you wish to cancel a weekly service, Vibrant Lawn Solutions must be notified 2 days (48 hours) before service occurs. Failure to cancel service on time will result in a full weekly service charge. We have the right to stop servicing any client at anytime we feel is necessary.
- IV. Vibrant Lawn Solutions is not responsible for any decorations, toys, hoses, lawn equipment or any other items left in clients yard. I will make sure to pick up items in my yard that could hinder the operation of the lawn mowing/ aeration technician including toys, hoses, lawn furniture, gardening equipment, etc., before the technician is scheduled to be at my property.
- V. Vibrant Lawn Solutions requires each customer to have a valid credit card on file. We charge a 2.9% credit card fee via Jobber for each bill. Customers credit card will be charged before each visit.
- VI. If the technician is turned away for any reason by someone at the property after equipment has been unloaded in preparation for the lawn service, or the lawn service has commenced, I will be charged the normal cost of the lawn service.
- VII. If no payment is received within 30 days of service date, client is required to pay 10% interest per week after 30 day deadline until full payment is received.
- VIII. Vibrant Lawn Solutions is not responsible for picking up dog poop. Client will receive one warning for dog poop left in lawn. After first warning is given, client will be charged a \$25 dollar fee per service and will potentially be dropped as this is not fair for other clients and their pets.
- IX. I understand If Vibrant Lawn Solutions is unable to access my yard do to locked gates, animals or any other reason- we will attempt to service accessible areas and I will be charged my full service cost.

- X. Vibrant Lawn Solutions is not responsible for any improperly installed/ maintained irrigation system of any kind.
- XI. Vibrant Lawn Solutions will side discharge clippings every week unless otherwise stated in quote.
- XII. Vibrant Lawn Solutions is not responsible for commercial vehicles parked on roadway marked with a traffic cone.
- XIII. Vibrant Lawn Solutions is not responsible for any grass stains, tire marks on concrete surfaces.
- XIV. Client understands the use of commercial mowing equipment may cause occasional divots in turf.
- XV. I will not complain to the Better Business Bureau, Attorney General, or any social media or review sites if I am held accountable for a violation of any of these terms, and any violation of these terms could result in legal action.
- XVI. It is my responsibility to make sure my texts and emails are working correctly for text and email updates, and Vibrant Lawn Solutions is not responsible for missed texts, texts not received, missed emails, emails not received or blocked by my service provider, or emails that go to a junk or spam folder.
- XVII. I understand weekly or biweekly service rate may be adjusted for fuel rates that rise above \$4.00/ gal of fuel.
- XVIII. Vibrant Lawn Solutions is not responsible for any unmarked drainage pipes (grates, gutters, downspouts, grates etc.)
- XIX. I understand the cost of lawn aeration is based on lot size and the quote I was provided.
- XX. I understand the cost of seeding, overseeding is based on lot size, not the grass area needing overseeding.
- XXI. I understand and agree to pay the price of the quote I am provided.
- XXII. If I do not receive a confirmation email, I will text or call Vibrant Lawn Solutions at (708) 414-6797 to verify receipt of my form.
- XXIII. I am responsible for any and all costs incurred for misinformation given on my form, by email, or by text, whether it be incorrect phone number, email, or address, and Vibrant Lawn Solutions is NOT responsible for any misinformation provided.
- XXIV. It is my responsibility to make sure my texts and emails are working correctly for text and email updates, and Vibrant Lawn Solutions is not responsible for missed texts, texts not received, missed emails, emails not received or blocked by my service provider, or emails that go to a junk or spam folder.
- XXV. I will be notified by email and/or text the night before my property is scheduled for lawn aeration and there MAY be no other contact from Vibrant Lawn Solutions until that time.
- XXVI. If I have NOT checked the box AND given a number for text message updates, I will not hold The Maintenance Shop responsible for any missed communication.
- XXVII. Vibrant Lawn Solutions will make two attempts or visits to do my lawn aeration. If they are unable to do so because of locked gates, dogs, or other pets, or other issues not related to the lawn aeration itself, I will be charged the normal cost of the lawn aeration even if it was not completed.

- XXVIII. The ONLY way to cancel is to call Vibrant Lawn Solutions and verbally cancel my appointment.
- XXIX. If I have not cancelled, and Vibrant Lawn Solutions shows up at my property and I no longer want or need a lawn aeration service, I will be charged \$100.00 as a non-cancellation fee and NO exceptions are granted.
- XXX. Vibrant Lawn Solutions can/will knock and/or ring the doorbell upon arrival to my property before work commences, and I will not hold them responsible for unanswered doors, and will not harass technicians regarding for doing so while on my property.
- XXXI. If I am not at home at the the time of the lawn aeration, Vibrant Lawn Solutions will attempt to do the lawn aeration in my absence, and I give them permission to do so. I understand my card on file will be charged before service if applicable.
- XXXII. I understand that seed Vibrant Lawn Solutions uses for overseeding will be a sun/shade weed free kentucky bluegrass- tall turf type fescue mix.
- XXXIII. I will make sure to pick up items in my yard that could hinder the operation of the lawn aeration technician including toys, hoses, lawn furniture, gardening equipment, etc., before the technician is scheduled to be at my property. Each Item needed to be moved will be moved for a fee.
- XXXIV. I understand in order for grass seed to grow, seed will need to be lightly watered 4 times daily for 25 minute intervals. I will not hold Vibrant Lawn Solutions accountable for my lack of watering or overwatering.
- XXXV. I understand Vibrant Lawn Solutions is not responsible for unmarked sprinkler systems, underground cable, electric or buried dog fences.
- XXXVI. If the technician is turned away for any reason by someone at the property after equipment has been unloaded in preparation for the lawn aeration, or the lawn aeration has commenced, I will be charged the normal cost of the lawn aeration.
- XXXVII. I will not complain to the Better Business Bureau, Attorney General, or any social media or review sites if I am held accountable for a violation of any of these terms, and any violation of these terms could result in legal action
- XXXVIII. I understand Vibrant Lawn Solutions offers a 5 step fertilizer program plus grub control.
- XXXIX. I understand that if my property is non accessible for treatment due to locked gates, Vibrant Lawn Solutions will attempt to contact property owner to gain access. If we are still unable to gain access, crew will fertilize accessible areas and I understand I will be charged the full amount as stated in my quote.
- XL. I understand if I wish to cancel my fertilizer service I need to cancel 30 days in advance or I will be charged the full amount for that month.
- XLI. I agree to pay my invoice in full within 30 days of service date. Invoices unpaid after 30 days are subject to 10% interest/ week until paid in full.
- XLII. Vibrant Lawn Solutions recommends purchasing a soil analysis before any fertilizer is applied to property.
- XLIII. If client chooses not to have a soil analysis performed and fertilizer is applied, Vibrant Lawn Solutions is not responsible for any turf damage.
- XLIV. Vibrant Lawn Solutions accept all major credit cards for payment. There will be a 2.9% transaction fee.

- XLV. Vibrant Lawn Solutions will blow fertilizer granules off of concrete surfaces. I understand Vibrant Lawn Solutions is not liable for any concrete stains.
- XLVI. I understand once fertilizer is applied, I am to water fertilizer into the soil with a minimum of 1/4" of water.
- XLVII. I understand the risks of having fertilizer applied to my yard and that Vibrant Lawn Solutions is not responsible for any pets, children or adults.
- XLVIII. Vibrant Lawn Solutions can/will knock and/or ring the doorbell upon arrival to my property before work commences, and I will not hold them or The Maintenance Shop responsible for unanswered doors, and will not harass technicians regarding same while on my property.
- XLIX. If applicable, I will pick up animal feces before fertilizer is applied. Client will receive one warning, after one warning I understand I will pay a \$25 dollar fee if feces are not cleaned up prior to service.
- L. If client receives a lawn rejuvenation, client is not to mow, fertilize, treat lawn for a minimum of 4 weeks and shall not mow it lower than 3.75", failure to follow this will void any warranty/ guarantee Vibrant Lawn Solutions provides.
- LI. Quote provided for job is subject to change at anytime do to circumstances listed in terms and conditions.