

## BANTA'S QUALITY LAWN CARE LIABILITY WAIVER AND RELEASE

Banta's Quality Lawn Care Liability Waiver and Release (this "Waiver") is made and entered into as of \_\_\_\_/\_\_\_\_/\_\_\_\_ by and between Banta's Quality Lawn Care, an Iowa-based lawn care and landscaping service provider, and the undersigned customer

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### RECITALS

**WHEREAS**, Banta's Quality Lawn Care provides lawn care, landscaping, and related services (the "Services") to its customers in the State of Iowa;

**WHEREAS**, the Customer desires to engage Banta's Quality Lawn Care to perform the Services on the Customer's property located at

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**WHEREAS**, as a condition of Banta's Quality Lawn Care providing the Services, the Customer agrees to execute this Waiver in accordance with the requirements of Iowa law.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, and in compliance with Iowa Code Chapter 686 and other applicable Iowa laws and regulations, the parties hereby agree as follows:

1. **Assumption of Risk.** The Customer acknowledges and agrees that the performance of the Services on the Premises may involve certain risks, including, but not limited to, the risk of injury, death, or property damage. Such risks may arise from the use of lawn care equipment, application of chemicals, and other activities inherent to lawn care and landscaping services. The Customer voluntarily assumes all such risks associated with Banta's Quality Lawn Care's provision of the Services on the Premises.

2. **Release of Liability.** The Customer, on behalf of themselves, their heirs, executors, administrators, and assigns, hereby fully and forever release, discharge, and covenant not to sue Banta's Quality Lawn Care, its officers, directors, employees, agents, and representatives (collectively, the "Released Parties") from any and all claims, demands, or causes of action that the Customer may have or acquire against the Released Parties arising out of or related to Banta's Quality Lawn Care's provision of the Services on the Premises, except for claims arising from the willful misconduct or gross negligence of the Released Parties.

3. **Indemnification.** The Customer agrees to defend, indemnify, and hold harmless the Released Parties from and against any and all claims, liabilities, losses, damages, and expenses (including reasonable attorneys' fees and costs) arising out of or

related to the Customer's use of the Premises or Banta's Quality Lawn Care's provision of the Services, except for claims arising from the willful misconduct or gross negligence of the Released Parties.

4. **Compliance with Iowa Law.** This Waiver is drafted in compliance with the requirements of Iowa Code Chapter 686, which governs liability waivers and releases in the State of Iowa. The parties agree that this Waiver shall be interpreted and enforced in accordance with Iowa law. Nothing in this Waiver shall be construed to waive or limit any rights or remedies that cannot be waived or limited under applicable Iowa law.

5. **Governing Law and Venue.** This Waiver shall be governed by and construed in accordance with the laws of the State of Iowa. Any disputes arising out of or related to this Waiver shall be resolved in the state or federal courts located in Polk County, Iowa, and the parties hereby consent to the exclusive jurisdiction and venue of such courts.

6. **Severability.** If any provision of this Waiver is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. The parties agree to replace any invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that, to the extent possible, achieves the same or similar economic, business, and other purposes of the original provision.

7. **Entire Agreement.** This Waiver constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and communications, whether written or oral.

8. **Industry-Specific Provisions.**

a. **Equipment and Chemical Use.** The Customer acknowledges that Banta's Quality Lawn Care may use various types of lawn care equipment and chemicals in the provision of the Services. The Customer agrees to follow all safety instructions provided by Banta's Quality Lawn Care regarding the presence and use of such equipment and chemicals on the Premises.

b. **Property Protection.** Banta's Quality Lawn Care shall take reasonable precautions to protect the Customer's property during the provision of the Services. However, the Customer acknowledges that some degree of impact on the property (e.g., tire marks, minor landscape disturbances) may occur as a result of the Services and agrees not to hold Banta's Quality Lawn Care liable for such ordinary and reasonable impacts.

c. **Service-Specific Risks.** The Customer acknowledges that certain Services, such as tree trimming, pest control, or irrigation system maintenance, may involve additional risks. Banta's Quality Lawn Care will provide specific safety instructions and precautions for such Services, and the Customer agrees to comply with these instructions.

9. **Insurance and Risk Management.**

a. **Company Insurance.** Banta's Quality Lawn Care maintains commercial general liability insurance, workers' compensation insurance, and other appropriate insurance coverages as required by Iowa law and industry standards. This Waiver is intended to work in conjunction with, and not replace or supersede, Banta's Quality Lawn Care's insurance policies.

b. **Customer Insurance.** The Customer is encouraged to maintain appropriate property and liability insurance for the Premises. This Waiver does not alleviate the Customer's responsibility to maintain adequate insurance coverage.

c. **Risk Mitigation.** Banta's Quality Lawn Care implements various risk management strategies, including employee training, equipment maintenance, and adherence to industry best practices. This Waiver is an integral part of Banta's Quality Lawn Care's overall risk management program.

10. **Intellectual Property Protection.** The Customer acknowledges that Banta's Quality Lawn Care's name, logo, service marks, and any proprietary methods or techniques used in providing the Services are the intellectual property of Banta's Quality Lawn Care. This Waiver does not grant the Customer any rights to use or reproduce such intellectual property without Banta's Quality Lawn Care's express written consent.

11. **Customer Acknowledgment.** The Customer acknowledges that they have read this Waiver carefully, understand its contents, and sign it voluntarily. The Customer further acknowledges that they have had the opportunity to ask questions about this Waiver and to consult with an attorney of their choice prior to signing.

12. **Modification and Waiver.** This Waiver may only be modified by a written agreement signed by both parties. The failure of either party to enforce any provision of this Waiver shall not be construed as a waiver of that provision or the right to enforce it in the future.

13. **Counterparts and Electronic Signatures.** This Waiver may be executed in counterparts, each of which shall be deemed an original, but all of which together shall

constitute one and the same instrument. Electronic signatures shall be deemed to be original signatures for all purposes.

14. **Headings.** The headings in this Waiver are for convenience only and shall not affect the interpretation of any provision.

15. **Survival.** The provisions of this Waiver relating to release of liability, indemnification, and any other provisions which by their nature are intended to survive, shall survive the termination or expiration of this Waiver.

IN WITNESS WHEREOF, the parties have executed this Lawn Care Company Liability Waiver and Release as of the date first written above.

Banta's Quality Lawn Care

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date:

CUSTOMER

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_