

Terms and Conditions

Scope of Lawn Mowing Services: All turf areas will be mowed. Flower beds will be trimmed and edged with a string trimmer or mechanical edger. Sidewalks, driveways, and curbs will be edged with a string trimmer or mechanical edger. Grass clippings will be blown off driveways and sidewalks.

Price: The price stated is the final price to be paid. Notwithstanding any prices listed in literature or media, commercial or otherwise the client and Hicks Lawn Care LLC agree that the services described in this agreement shall be completed at the stated rate above and payable by cash, check, or credit card and may be done so in person, via the Internet, or via United States Postal Service to the designated address of Hicks Lawn Care LLC. **Timing of Services:** The time of day services are performed may change from visit to visit. We will not service any residential properties earlier than 7:00 AM. Your property will be serviced as described in the terms above unless told otherwise by the customer. We do not exceed mowing frequencies beyond two weeks. All service visits cancellations must be reported to Hicks Lawn Care LLC with at least 24 hours' notice. Failure to provide 24 hours' notice may warrant a cancellation fee up to 25% of the visit price. Customer requested service visit cancellations made after crew is dispatched, enroute or arrived at customers property will result in customer being charged for full-service visit price. In the event the service area is blocked, locked or pet is outside, we will attempt to contact the customer to rectify the issue. If the issue cannot be rectified within 5 minutes the customer will be charged a full visit price of the service. If you have an event or gathering on a specific day and would not like us to service your property at that time, please notify us in advance and we will try to accommodate it but there's **NO GUARANTEE** we will be able to do so. On weeks Owner feels that the grass has not grown enough to justify cutting then Owner must call or e-mail notice of postponement. If, however postponement is made and lawn gets too tall, additional charges will be incurred due to the longer length of the grass. A customer requested service visit cancellation will result in the following week's visit being billed at our biweekly service rate of one and half times the above weekly rate.

Special Requests: If you would like an additional service for an event or like your service day temporarily changed, please notify us and we will try our best to accommodate your request there is no guarantee we can accommodate your special request.

Authorizations: The above-named client is engaging Hicks Lawn Care LLC as an independent contractor for lawn and landscaping services as outlined in this agreement. The client hereby authorizes Hicks Lawn Care LLC to enter and exit the client's property or location where services are to be performed without prior notification by Hicks Lawn Care LLC.

Changing Weather Conditions: Customer is aware that weather conditions in the area may change rapidly and without notice. Changes in weather conditions are

considered to be an act of God and Hicks Lawn Care LLC assumes no liability as such. We will not perform services during or after weather events that pose a risk of injury to our employees or others and risk a property or equipment damage. We will do our best to limit turf damage caused by our equipment. We will service area around wet or swampy areas at our discretion and will resume service in that area once we deem it safe and dry enough to service. We reserve the right to reschedule services due to weather and will complete services as soon as we can. Multiple days of inclement weather will compound our service delays and it may take longer to be able to service you. We will attempt to get back on our regular service schedule the following week.

Property Fencing: We will make every effort to close gates after we have completed mowing services, however we cannot be held responsible or liable if gates are left open. We are also not liable for any fence damage as a result of string-trimming along fences. We recommend the property owner to spray a non-selective herbicidal along the base of the fence or remove the bottom blocks of wire so string trimmers can trim freely underneath the fence.

Pets and Pet Waste: If pets are on the property that is being serviced, it is the owner's responsibility to make sure that all pets are inside at the time of the service. We will not service a property with pets outside. It is the pet's owner's responsibility to make sure the pet is up-to-date on all vaccines and shots. Hicks Lawn Care LLC has a right to pursue legal and financial compensation for medical treatment as a result of pet bites or attacks. The property owner must notify Hicks Lawn Care LLC if the pet is aggressive or will bite. It is the property owner's responsibility to make sure that the property is free of pet waste at the time of service. Hicks Lawn Care LLC has the right to charge a fee up to 30% of the visit price for excessive pet waste on the property at the time of service at our discretion.

Infrastructure Changes: This agreement is valid for all existing structures, infrastructures, and land layout at the time of the signing. Any changes or additions including but not limit to driveways, sidewalks, sheds, walkways, flower beds, gardens, patios, trees, obstacles, or any other changes that hinder productivity may not be covered under this agreement pricing and may not be maintained and at discretion of Hicks Lawn Care LLC.

Property Damage: The property owner will report in writing, any property damage caused by Hicks Lawn Care LLC within 48 hours. Hicks Lawn Care LLC will repair any timely and properly reported property damage as arranged with the owner of which the property damage occurred after receiving the damage notification. Notwithstanding anything herein to the contrary, Hicks Lawn Care LLC will have no obligation, and the owner waives any damages for any property damage not timely and properly reported.

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Limitation of Liability: Hicks Lawn Care LLC will exercise reasonable care to avoid damage to the lawn & garden statuary, trees and shrubs, and infrastructure, however, Hicks Lawn Care LLC is not responsible for any: A) Damages to items left in the lawn, including but not limited to; kid's toys, pet toys, balls, hoses, extension cords, household items, etc. B) Personal injury to people/pets or property damage caused by objects being left in the lawn (including rocks) and being flung out by our mowers or string trimmers. C) Damage to fences. D) Acts of God, including but not limited to extraordinary weather conditions.

Receipts: Our preferred method for the delivery of receipts is through email after payment has been received or charged. If no email address is provided or the property owner states otherwise, receipts will then be mailed upon requests to the billing address, if different than the service address.

Invoicing & Payment: Our preferred method for the delivery of invoices is through email. If no email address is provided or the property owner states otherwise, invoices then will be mailed to the billing address, if different than the service address.

- **Maintenance Customers:** Invoice will be sent the end of each service month. Payment in full is due within 30 days of the invoice date. If payment is not received within 30 days, finance charges will be assessed in the amount of 1.5% of the late amount (18% per annum), or a minimum of \$5.00, whichever is greater.

- **Maintenance Customers:** If payment is delinquent by 30 days or more, the service will be suspended until the balance is paid in full.

- **Landscape Services:** Invoice will be sent at the completion of each service. Payment is due in full upon receiving the invoice. If payment is not received within 5 days, finance charges will be assessed in the amount of 1.5% of the late amount (18% per annum), or a minimum of \$5.00, whichever is greater.

- **Landscape Services:** Landscape jobs that exceed \$1,000 will be required to pay a 50% deposit before work will be scheduled. The deposit will be charged to the credit/debit card on file when the estimate is accepted, and the remaining balance will be charged to the card on file the day the work is completed. If customer wishes to pay with check or cash these arrangements need to be confirmed in writing to Hicks Lawn Care LLC before the start of work.

- Returned checks will be subject to a \$30.00 fee. Customer must pay all collection costs including attorney fees. If your check is returned to us for no signature, there is a \$5.00 check fee added to your account.

Maintenance after Completion: Hicks Lawn Care LLC is only obligated to perform the work specified in the Invoice. The proper maintenance of the site shall be the obligation of the Customer following completion of the work by Hicks Lawn Care LLC, unless otherwise agreed in writing by the parties.

Warranties and Exclusions: Hicks Lawn Care LLC warrants the shrubs and trees supplied by Hicks Lawn Care LLC in connection with the Invoice for a period of 90 days from the date of planting, provided that such warranty shall be void if the Customer fails to take reasonable care of the plants (including, without limitation, watering, spraying, cultivating, and pruning). Annuals, perennials, and sod, as well as any transplanted materials will not be warranted and are sold AS-IS. Hicks Lawn Care LLC shall not be liable for any damage caused by Acts of God (including, without limitation, extreme cold or draught, flooding, storms, rain, etc.) Contractor's sole responsibility for any breach of these warranties shall be, at its discretion, to repair or replace it or to issue a refund for the plant or work affected. THE WARRANTY SET FORTH IN THIS IS STRICTLY LIMITED TO ITS TERMS AND IS (TO THE EXTENT PERMITTED BY LAW) IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES, EXPRESS OR IMPLIED, ARISING. BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, SPECIFICALLY EXCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TRADE OR OTHERWISE, SPECIFICALLY EXCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Cancellation: This agreement may be canceled either before or after commencement of the work by either party by giving thirty (30) days written notice to the other. In the event of such cancellation, Owner agrees to pay any outstanding balance owed to Hicks Lawn Care LLC, and to reimburse Hicks Lawn Care LLC for the cost of all materials purchased and/or ordered specifically for the job, at the delivered cost of the job. Further, Owner agrees to reimburse Hicks Lawn Care LLC for any restocking or return charges incurred by Hicks Lawn Care LLC in returning unused materials to any of Hicks Lawn Care LLC's suppliers or vendors.

Fuel Surcharge: In the event that fuel costs increase above \$3/gal (price per gallon is determined by the US national average) Hicks Lawn Care LLC will be assessing a fuel surcharge for reoccurring services and one-time projects. To simplify billing this may be assessed on a weekly or monthly basis. This will be an additional charge shown on a separate line item on your invoice. If fuel reaches above \$3/gal a fuel surcharge of 5% will be added. If fuel reaches above \$4/gal a fuel surcharge of 7% will be added. Verbal or written announcement will not always be given when applying a fuel surcharge.

Necessity of Signature: The Proposal/Contract is binding when the Owner's signature(s) are affixed hereto, and the Proposal/Contract is similarly signed by any of Hicks Lawn Care LLC's officers, employees, or agents.

Acknowledgment of Receipt of Proposal/Contract: Owner agrees that s/he has read the Proposal/Contract, fully understands its provisions and had been given an exact and fully completed copy of the contract prior to signing.