

TERMS OF SERVICE:

Items are categorized by service but may apply to all/other/unlisted services.

LAWN MOWING

1. Payment

When you have accepted an estimate, you will be prompted to enter your credit card information into our Customer Portal. This must be completed before your first service can be scheduled. Your chosen credit or debit card information will be encrypted and stored in a safe and secure electronic payment system, to be used only by our company for the purpose of collecting payment for services performed by our company. **Payment for lawn care services will be charged to your card on file every Monday for the previous week of service.** An electronic receipt will be sent to you. If a payment is unable to be processed, service will be put on hold until payment is made, and a \$25 fee will be charged to your account. Repeated unsuccessful payments may result in termination of service.

2. Scheduling

In a business whose productivity relies upon the weather, scheduling can be difficult at times. Inclement weather may affect scheduling. We try our best to keep scheduling conflicts to a minimum; however, circumstances that are beyond our control may affect your mowing service day. Lawn care services are placed on a weekly schedule and adjusted as needed throughout the season by our professionals. We do not currently offer bi-weekly service during April May & June, except when our professionals agree that weather growth rate dictates we do so. Please note that if our lawn care crews come to your property to perform scheduled lawn care service and your lawn is freshly mowed by another person or provider without notice to our company, a charge of 50% of your regular service cost will be assessed to your account.

3. Picking Up Items

Your service will be predictable and reliable. Since you'll know when we're coming, **we ask that you please pick up all items in your yard and move all vehicles or blockages that may hinder our ability to access gates, etc.** This includes dog feces and dog toys, children's toys, hoses, gardening

equipment, etc. Extra charges may apply if our mowing crew is responsible for regularly picking up / moving items in your yard (this excludes sticks and yard debris when we are providing a clean up service) or is delayed at your property due to blockages. This ensures that our crew can stay efficient and do the best job for you, while avoiding damage to your personal items and our equipment. Repeated occurrences, damage to our equipment or personal injury to our employees may result in termination of service.

4. Courtesy and Safety

While Grass Monkey Lawn & Landscaping is on location at your property, you are responsible for keeping all children and pets, as well as other individuals, away from the work area. This is for your safety, as well as our own.

5. Extra Clean Up Due to Storm or Heavy Winds

If a storm or heavy wind leaves behind excessive sticks, tree limbs, and/or yard debris, we will clean up what is necessary and charge at a rate of \$55-per man hour plus a \$20- disposal fee. In most instances, we will communicate with you before any work is done; the only exception is if the debris is so severe that it hinders our ability to provide your regularly scheduled lawn service. If your lawn has acquired heavy debris between mows, please contact us to discuss your options.

6. Extra Clean Up Due to Tree Discharge

If a tree on your property (or a neighbor's property) causes excessive discharge to the point that it hinders our ability to provide your regularly scheduled lawn service, we will charge at a rate of \$55 per man hour plus a \$20 disposal fee to clean up the area. If your lawn has acquired heavy debris between mows, please contact us to discuss your options.

7. Requesting to Skip a Mow

Our crew leaders are trained professionals. When they arrive on the job site, they analyze the status of your lawn. If it appears that it does not need mowed and would benefit from skipping a week of service, the crew leader will make a note of the skipped service. This may happen during drier periods or toward the beginning/end of the season. Otherwise, your lawn will be mowed weekly. You are allowed two requested skips per year at no charge, if

requested at least 24 hours before your service is scheduled to be performed. If you request to skip service with less than 24 hours notice, or request more than two skips per season, your account will be charged \$25 per event.

8. Requesting to Mow Shorter

Please be advised that we typically mow between 3.25 - 4.25 inch blade length during the mowing season. Our professionals will determine the best height based on the condition of the lawn at the time of service. If you have preference of longer or shorter, we will note your account and take preference into account. However, we reserve the right to use our professional judgment. This guarantees optimal health, quality, and aesthetic of your lawn. Mowing shorter than 3.25 -4.25 inches damages grass roots, promotes weed growth, and destroys the overall look of your lawn. We take pride in the lawns we mow. We want you to take pride in the health and beauty of your lawn as well.

9. Damages

We cannot be held responsible for damage to irrigation systems, sprinkler heads, downspout covers, etc. We can replace certain items for a small fee. We cannot be held responsible for damage to certain unavoidable areas that could be affected by a string trimmer, including, but not limited to: fencing, mailbox posts, fences, swing sets and play areas, unprotected siding that may be low to the ground, and other unprotected areas. If an item should be directly damaged by our equipment, we will communicate the issue with you as soon as possible. Please note that Grass Monkey Lawn & Landscaping is fully licensed and insured, carries one million dollar liability insurance, and workers' compensation coverage on all Grass Monkey employees.

10. Satisfaction Guarantee

Your 100% satisfaction is guaranteed. If for any reason you are not satisfied with the quality of service you have received, please contact us within 24 hours. This contact may be in the form of a phone call or voicemail, e-mail, or service request through our Customer Portal. Please leave your contact information and describe the issue in detail. If you contact us after regular business hours (Monday through Friday 8:00am to 5:00pm), we will contact you as soon as possible when we re-open. If an issue should

arise after the 24 hour window, it may prevent us from correcting the problem at no charge.

11. Cancellation

If you choose to cancel your weekly lawn care service, a 24 hour notice (or if your service day is Monday, please notify us before 5:00pm on Friday) is required. If we do not receive notice of your cancellation, a charge of 50% of your regular service cost will be assessed to your account.

12. Continuation Of Service

Once weekly service begins, you'll be placed on our annual schedule for service to resume each spring. Written notice of cancellation is necessary from either party to end service.

FERTILIZATION & WEED CONTROL PROGRAM

1. Payment

When you have accepted an estimate, you will be prompted to enter your credit card information into our Customer Portal. This must be completed before your first service can be scheduled. Your chosen credit or debit card information will be encrypted and stored in a safe and secure electronic payment system, to be used only by our company for the purpose of collecting payment for services performed by our company. Payment for lawn treatments will be charged by the end of the day of your service (or within 24 hours). It may be charged to your card on file the following Monday if you also receive lawn care services with our company. An electronic receipt will be sent to you. If a payment is unable to be processed, service will be put on hold until payment is made, and a \$25 fee will be charged to your account. Repeated unsuccessful payments may result in termination of service.

2. Scheduling

In a business whose productivity relies upon the weather, scheduling can be difficult at times. Inclement weather may affect scheduling. We try our best to keep scheduling conflicts to a minimum; however, circumstances that are beyond our control may affect your project start and completion dates.

2. Picking Up Items

Your service will be predictable and reliable. We ask that you please pick up all items in your yard. This includes dog feces and dog toys, children's toys, hoses, gardening equipment, etc. Extra charges may apply if our crew is responsible for picking up items in your yard (this excludes sticks and yard debris when we are providing a clean up service). This ensures that our crew can stay efficient and do the best job for you, while avoiding damage to your personal items and our equipment.

3. Courtesy and Safety

Chemicals will be used during your fertilization and weed control treatments. While Grass Monkey Lawn & Landscaping is on location at your property, you are responsible for keeping all children and pets, as well as other individuals, away from the work area. Please keep the work area cleared of all children and pets for 24 hours following our service. Please note that Grass Monkey Lawn & Landscaping is fully licensed and insured, carries one million dollar liability insurance, and workers' compensation coverage on all Grass Monkey employees.

4. Lawn Inspections

If we also provide weekly lawn care, we'll be at your property regularly and will informally inspect it at each visit and report any noticeable issues. The lawn technician will do a more formal inspection of the condition of your lawn before each application. We will communicate any issues or areas of concern and recommend any course of action necessary.

5. Fungal Disease Treatment

If an area in your yard is affected by a fungal disease, we will contact you regarding appropriate treatment. Cost of service will be dependent on severity of the issue.

6. Weed Growth Due to Excessive Rain/Watering

Our six applications span the season in approximately 6-8 week intervals. If excessive rain/watering or weather conditions demand an interim application (i.e., causing excessive and/or uncontrollable weed growth), we will contact you regarding appropriate course of action.

7. A Long-Term Commitment to Quality (including a note about weed control)

Fertilization and weed control is a long-term service. Depending on the health of your lawn before our services begin, it may take a season or more to achieve the results we all want. It's also important to remember that weed control does not mean weed eradication, and in many cases, certain weeds must germinate and grow a bit before we can effectively treat them. We have developed a very effective application treatment plan that spans the growing season, but Mother Nature is ultimately in control. If you have any questions or concerns throughout your service season, please don't hesitate to contact us.

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Effective 2019, we are offering alternative program options. Clients will now be able to choose from the following:

6 Round Fertilization & Weed Control Program (**strongly recommended, most effective**)

5 Round Fertilization & Weed Control Program *without grub control treatment*

4 Round Fertilization & Weed Control Program (**budget-friendly, least effective**)

Continuation Of Service

Once fertilization and weed control service begins, you'll be placed on our annual schedule for service to resume each spring. Written notice of cancelation is necessary from either party to end service.

LANDSCAPING, CLEAN UPS, MULCH, GROUND REPAIR, TRIMMING & MORE

1. Payment & Scheduling

When you have accepted an estimate, you will be prompted to enter your credit card information into our Customer Portal. This must be completed before your first service can be scheduled. Your chosen credit or debit card

information will be encrypted and stored in a safe and secure electronic payment system, to be used only by our company for the purpose of collecting payment for services performed by our company. In a business whose productivity relies upon the weather, scheduling can be difficult at times. Inclement weather may affect scheduling. We try our best to keep scheduling conflicts to a minimum; however, circumstances that are beyond our control may affect your project start and completion dates. You will be notified of any changes.

2. Deposits and Payment in Full

By accepting your landscaping or maintenance estimate, you agree to pay the cost of your service in its entirety. **You understand that if the service cost is \$500 or higher, a 50% non-refundable deposit (or pre-payment) will be required before services can be scheduled.** Payment will be due (either the remaining 50% or payment in full) at the time the service is completed, unless otherwise discussed. It will be required to place a credit card on file in our secure online Customer Portal, unless otherwise stated. Payment will be collected by us through the credit card on file in the Customer Portal at the completion of the service, unless otherwise stated. In the case that we are unable to secure payment, the customer agrees to pay any collection cost incurred by Grass Monkey Lawn & Landscaping related to the collection process of outstanding balances.

3. Warranties

We are knowledgeable professionals and take great pride in our work. We use industry “best practices” and the highest quality nursery items available. However, due to the nature of dealing with live plants and countless variables beyond our control, we can NOT warranty any tree, shrub, flower or plants that we install. If you have concern about care or the health of nursery items please contact us immediately. Often simple adjustments to care can get a struggling plant back on track.

Water & Electric Usage

By accepting this estimate, you agree to provide Grass Monkey Lawn & Landscaping the right to use an on-site water and electricity supply as needed

to complete the stated project without compensation. It is the Customer's responsibility to make sure the water and electricity supply is on and working before we arrive. Service may be rescheduled, canceled, and/or additional charges may apply if water and electricity is not available at the time of our arrival.

5. Property

By accepting this estimate, you understand that the service will be performed at the agreed upon service address. It is your responsibility to procure any and all necessary property surveying, permits, etc.

6. Scope of Work

By accepting this estimate, you understand the scope of work is limited to the description in the service estimate and/or design or sketch (if sketch is provided). Grass Monkey Lawn & Landscaping has no responsibility or liability for services that were not performed, if not listed in the service estimate. If you have any questions about the scope of work in this project, please contact us before accepting this estimate. If for any reason the scope of work should change or increase due to customer request, changes in natural conditions, items not visible at the time of the estimate or matters out of our control, the compensation amount may change. Additional service requests or changes may be scheduled for a later date.

7. Weed Removal / Growth

Grass Monkey Lawn & Landscaping, is not liable for any weeds that may emerge after a landscape installation or maintenance service has been completed. Weed seeds are spread through wind and weather, i.e. factors beyond our control. When removing weeds, we will use the most efficient method (spray and or hand pull) to minimize the chances of weeds returning. **Heavily infested areas and weeds such as thistle WILL experience returning weeds.** Recurring weeds may require multiple follow up visits to achieve long term results. Each follow up visit is considered a separate service and is billed in addition to the initial service. We offer granule weed preventer products that will help minimize germination of new weeds for a period of time.

8. Courtesy and Safety

While Grass Monkey Lawn & Landscaping is on location at your property, you are responsible for keeping all children and pets, as well as other individuals, away from the work area. This is for your safety, as well as our own. Please note that Grass Monkey Lawn & Landscaping is fully licensed and insured, carries one million dollar liability insurance, and has workers' compensation coverage for all Grass Monkey Lawn & Landscaping employees.

9. Removal and Replacement of Property

Removal and replacement of grills, patio furniture, planters, children's and pets' toys, etc. is the responsibility of the homeowner. Once you are placed on our schedule, please prepare for our arrival accordingly. Should we need to remove items from the mulch beds, patio or yard to access work area, we will not be responsible for breakage, storage issues, or proper return to the original area. An additional charge will be applied for the time and labor devoted to the removal of these items.

10. Damages

Grass Monkey Lawn & Landscaping cannot be held liable for any damage that may be out of our control, including but not limited to wet or saturated ground conditions. Please note that Grass Monkey Lawn & Landscaping is fully licensed and insured, carries one million dollar liability insurance, and workers' compensation coverage on all Grass Monkey Lawn & Landscaping employees.

11. Promotion

Before, during and after any service, Grass Monkey Lawn & Landscaping may take photographs, audio and or video of your property. By accepting this estimate, you grant us the permission to take such photographs, audio and video as well as grant us sole ownership of them. All photos, audio & video obtained may be published, distributed, sold or utilized in whole or in part for any purpose.

SNOW PLOWING & ICE MELT APPLICATIONS

1. Payment

When you have accepted an estimate, you will be prompted to enter your credit card information into our Customer Portal. This must be completed before your first service can be scheduled. Your chosen credit or debit card information will be encrypted and stored in a safe and secure electronic payment system, to be used only by our company for the purpose of collecting payment for services performed by our company. Payment for emergency snow plowing and ice melt applications will be charged to your account within 24 hours of service. If a payment is unable to be processed, service will be put on hold until payment is made, and a \$25 fee will be charged to your account. Repeated unsuccessful payments may result in termination of service.

2. Service & Scheduling

Unless otherwise designated per special contract, your property will be serviced (and charged “per push”) with the tolerance of snowfall or winter precipitation stated in provided estimate. Options are “Zero Tolerance”, 1 inch and 2 inch accumulations. If you are unsure of your tolerance or a defined tolerance has not been stated on your estimate, **service may be provided at any or various tolerance levels based on the expected conditions during and after winter precipitation.** Example: If we receive 3 inches of snow as temperatures are actively rising to above freezing as snow fall tapers, we may decide against providing service. Alternatively: If we receive 1 inch of icy accumulation and temperatures are expect or falling below freezing, we may decide service is necessary. Ice melt will be applied if/as necessary at Zero Tolerance for Commercial clients and as contracted / requested by residential clients.