



LAWN JOHN LLC

TERMS OF SERVICE

I. **RESIDENTIAL MAINTENANCE DIVISION**

Services in this category include, but are not limited to: recurring lawn care, fertilization & weed control, core aeration, over-seeding, property clean ups, tree or stump removal, etc.

A. PAYMENT

1. NEW CLIENT

- a) When you have accepted an estimate, you will be prompted to enter your credit card information into our Client Portal. This must be completed before your first service can be scheduled.
- b) 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. Your card will be charged monthly for the upcoming month of service. If your recurring maintenance begins after the first of the month, Lawn John LLC will prorate the remaining visits for the month.
- c) After each successful payment, an electronic receipt will be sent to you. We do understand occasionally a credit card may be declined for various reasons: lost; new card; expired, etc. We will e-mail to let you know your card was declined, if we do not receive a return call and/or updates before your next scheduled service date, service may be suspended until payment is received. A \$25 fee is added to declined card fees. Repeated unsuccessful payments may result in termination of service.

2. LEGACY CLIENT

- a) A Legacy client will be sent an invoice the first of each month. Payment is due in full within 15 days of the invoice date. If your payment is not received within 15 days, a \$15.00 late fee will be assessed to your account. If payment is delinquent by 30 days or more, the service will be suspended until the balance is paid in full. Returned checks will be subject to a \$30.00 fee. In the case that we are unable to secure payment, the client agrees to pay any collection cost incurred by Lawn John LLC related to the collection process of outstanding balances.
- b) A legacy client can choose to sign up for AUTO-PAY with their chosen credit or debit card information. It 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. Your card will be charged monthly for the upcoming month of service.
- c) After each successful payment, an electronic receipt will be sent to you. We do understand occasionally a credit card may be declined for various reasons: lost; new card; expired etc. We will e-mail to let you know your card was declined, if we do not receive a return call and/or updates before your next scheduled service date, service may be suspended until payment is received. A \$25 fee is added to declined card fees. Repeated unsuccessful payments may result in termination of service.

B. SCHEDULING

1. WEATHER

- a) 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.
- b) If we are unable to service your lawn due to inclement weather conditions, we will adjust our schedule accordingly. Please keep in mind that inclement weather at the beginning of the week could affect the entire week's schedule. Your patience is greatly appreciated during rainy

days or inclement weather.

2. WATERING

- a) Once a service appointment is made, please adjust your sprinkler system so it doesn't water the night before your scheduled service appointment. The more dry the lawn, the better your lawn will look when finished. Mowing wet grass can cause damage that is not healthy for your lawn.

3. ASSIGNED LAWN SERVICE DAY

- a) Lawn John LLC schedules maintenance lawn services Monday through Friday within designated areas each day of the week. Although we assign a specific service day, the time of your service may vary from week to week.
- b) If you would like to request a specific day an additional fee may occur.

4. HOLIDAYS

- a) On weeks when a national holiday falls Monday thru Friday, we will adjust the rest of the week's schedule by one day so that we can service all remaining lawns the day after client's scheduled day.
- b) Please keep in mind Holidays could affect the entire week's schedule. Your patience is greatly appreciated.

C. PICKING UP ITEMS

1. 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.
2. Extra charges may apply if our mowing crew is responsible for picking up 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 without informing us first. 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. Repeated occurrences, damage to our equipment or personal injury to our employees may result in termination of service.

D. COURTESY AND SAFETY

1. While Lawn John LLC 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.

2. INACCESSIBLE AREAS

- a) We must have complete access to all service areas. There will be no refund or discount issued for inaccessible areas due to locked gates. Please leave service areas unlocked or supply a combination lock on your gates for your scheduled service day.
- b) Inaccessible areas include but are not limited to: locked gates; broken gates; ongoing projects; moving vans; too many parked cars; pets outside; outdoor parties; irrigation running; construction material or workman in a yard.
- c) A \$25 return-trip charge may occur for any request to service an inaccessible area.

3. PETS

- a) We are careful about locking and closing gates, but, we cannot guarantee a pet will not escape. We recommend keeping your pets inside on your service day and check the gate for closure after service to ensure it is latched before releasing your valuable pets into the yard. You accept our service with these terms.

E. EXTRA CLEAN UP DUE TO STORM, HEAVY WINDS OR TREE DISCHARGE

1. If a storm or heavy wind leaves behind excessive sticks, tree limbs, excessive tree discharge, and/or yard debris, we will clean up what is necessary and charge at a rate of \$70 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.

2. If your lawn has acquired heavy debris between mows, please contact us to discuss your options.

F. REQUESTING TO SKIP A MOW

1. 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 growing season.
2. We allow for two client-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.
3. Please note that the first lawn care service or service performed after a requested break in service may result in a charge up to double the regular service amount. This one-time increase in charge would be due to overgrowth and excessive time spent.

G. REQUESTING TO MOW SHORTER

1. We mow at lengths that will promote optimal health, quality, and aesthetic of your lawn. Mowing shorter than the professional standard 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.

H. DEBRIS IN POOL

1. We take into account pools in clients backyard. We do our best to blow away any lawn clippings and leaves from pools on the day of service. We are not responsible for cleaning up any materials which have blown into your pool. We are not responsible for clippings or leaves blown into pool after your service day during windy days.
2. Lawn John LLC schedules maintenance lawn services Monday through Friday within designated areas each day of the week. If you would like to request a specific day so we arrive before your pool cleaning service an

additional fee may occur.

I. WEED CONTROL

1. Our scheduled service visits include weed eating so as long as clients beds on property have a 2-inch depth of mulch. Lawn John LLC will not be responsible for weed eating if there is not sufficient mulch throughout beds. If client requests weed eating without mulch, an additional fee may occur due to excessive time on property.

J. GREEN WASTE

1. Our scheduled service visits include bagging of debris, grass and leaves. Lawn John LLC is not responsible for removal of bagged green waste offsite during your service visit. Our trailer does not have capacity to hold our service machines and additional equipment plus all residential green waste for that service day. The bagged green waste will be left at the curb for Client's trash pick up. If you would like us to place it in or near your trash can for you, please contact us.

K. DAMAGES

1. We will gladly replace or repair any sprinkler heads that may be damaged during service. We will not pay for someone else to make these repairs or deduct amounts from your bill for repairs.
2. 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, unmarked plants placed outside of regular beds, and other unprotected or unmarked areas.
3. **If an item should be directly damaged by our equipment, we will communicate the issue with you as soon as possible; if you notice that an item has been damaged, please notify us within 24 hours per our satisfaction guarantee below.** Please note that Lawn John LLC is fully licensed and insured, carries four million dollar liability insurance and workers' compensation coverage.

L. SATISFACTION GUARANTEE

1. **Your 100% satisfaction is guaranteed.**
2. If for any reason you are not satisfied with the quality of service you have received, please contact us within 24 hours.
3. This contact may be in the form of a phone call or voicemail, text, e-mail, or service request through our Client 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 CST), we will contact you as soon as possible when we re-open. If an issue should arise after the 24 hour window, it may be due to an issue of nature or other circumstance that could prevent us from correcting the problem at no charge.

M. CANCELLATION

1. If you choose to cancel your lawn care service, a 24 hour notice 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. Either party may, in its sole discretion, terminate this agreement at any time without cause, providing at least 24 hours notice.
2. It is your responsibility to inform us of a cancellation. You will be charged for all work provided until the office is notified of your cancellation request. Please do not tell the service team that you wish to cancel, it may be misunderstood or they may forget to inform the office.

N. CONTINUATION OF SERVICE AND AUTO-RENEW

1. Once service begins, you'll be placed on our annual schedule. Formal notice is required to end service as provided for above.

O.

1. Please, make all communications, changes to service, or complaints through the office and not the service team. There is a possibility that your team leader may forget, be off the next day, or misunderstand the information. Contacting the office directly allows us to ensure that your changes or needs are noted correctly in your client file and are placed on work orders, and it is

the only approved way to for a change to service or additional services. The team is authorized to perform only the work listed on their work order for the day, additional work requires authorization and approval of the office before proceeding.

2. Office Contact info: 713-492-6306, info@lawnjohnhtx.com
3. E-Mail: Electronic notification is monitored from 8am to 5pm CST. We prefer to use e-mail, because, your message gets to us even when we are out of the office, we can respond immediately, regarding schedules changes and special service instructions. However, we're still happy to hear from you by phone too!
4. Telephone: The office is open from 8am to 5pm Monday through Friday CST. We will do our best to return your call by the end of the day if you call before 5pm Monday through Friday.

II. **PROJECT DIVISION**

Services in this category include, but are not limited to: the installation of a landscaping bed or outdoor living space in any capacity, maintenance of existing beds, irrigation, or other areas, or any other services that may or may not require the use of equipment or materials.

A. PAYMENT AND SCHEDULING

1. When you have accepted an estimate, you will be prompted to enter your credit card information into our Client Portal. Your quote may be subject to a written proposal fee. 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.
2. 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.

B. DEPOSITS AND PAYMENT IN FULL

1. By accepting your landscaping or trimming estimate, you agree to pay the cost of your service in its entirety. It will be required to place a credit card on file in our secure online Client Portal, unless otherwise stated. Payment will be collected by us through the credit card on file in the Client Portal at the completion of the service, unless otherwise stated. In the case that we are unable to secure payment, the client agrees to pay any collection cost incurred by Lawn John LLC related to the collection process of outstanding balances.

C. WARRANTIES

1. Plants are guaranteed to be free of pests and disease upon installation.
2. Our warranty does not cover plant death due to acts of nature, inclement weather, natural disaster or homeowner over/under watering, etc.

D. WATER USAGE

1. By accepting this estimate, you agree to provide Lawn John LLC the right to use an on-site water supply as needed to complete the stated project without compensation.
2. It is the Client's responsibility to make sure the water supply is on and working before we arrive.
3. Service may be rescheduled, canceled, and/or additional charges may apply if water is not available at the time of our arrival.

E. PROPERTY

1. By accepting this estimate, you understand that the service will be performed at the agreed upon service address and you are lawfully approved to agree to services at this property. It is your responsibility to procure any and all necessary property surveying, permits, etc., unless otherwise discussed.

F. SCOPE OF WORK

1. By accepting this estimate, you understand the scope of work is limited to the description in the service estimate and/or design or sketch. Lawn John LLC 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 client request or matters out of our control, the compensation amount may change. Additional service requests or changes may be scheduled for a later date.

G. WEED GROWTH

1. Lawn John LLC is not liable for any weeds that may emerge after a landscape installation has been completed. Weed seeds are spread through wind and weather, i.e., factors beyond our control.

H. COURTESY AND SAFETY

1. While Lawn John LLC 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.
2. Please note that Lawn John LLC is fully licensed and insured, carries four million dollar liability insurance, and has workers' compensation coverage.

I. REMOVAL AND REPLACEMENT OF PROPERTY

1. 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 deck or yard, 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.

J. DAMAGES

1. Lawn John LLC will be responsible if utility lines are hit due to the fault of Lawn John LLC. However, at times it is unavoidable due to inaccurate depth, non-marking of utility companies, etc. If Lawn John LLC is responsible for such repairs, patience is requested as utilities do not necessarily come same day to make repair.

2. **If an item should be directly damaged by our equipment, we will communicate the issue with you as soon as possible; if you notice that an item has been damaged, please notify us within 24 hours per our satisfaction guarantee.**
3. Lawn John LLC cannot be held liable for any other damage that may be out of our control. We cannot be held liable for damage to our work should surrounding features or structures fail. Please note that Lawn John LLC is fully licensed and insured, carries four million dollar liability insurance, and workers' compensation coverage.

K. PROMOTION

1. Lawn John LLC may take photographs and film videos of your property, in terms of "before" and "after" purposes. By accepting this estimate, you grant us the permission to take such photographs and film videos and give us sole rights to the property of these photographs and videos.

III. LANDSCAPE AFTER-CARE

- A. A healthy landscape depends on a balance of earth, water, and air.
- B. Water the plants in your landscape in early morning or late afternoon. Do not water during the hottest part of the day or too late in the evening, so your plants can dry off before nightfall.
- C. Check the moisture level of your soil occasionally by putting your fingers under the mulch or rock and into the soil. You'll be able to tell if you are watering too much or too little that way. The soil should not be soaking wet, and you should occasionally allow it to mostly dry out so air can enter.
- D. Use your best judgment when caring for your new landscape. If possible, contact us before the health of a plant declines dramatically so we can help provide care guidance.