



**ANDRE'S PREMIER LAWN CARE, LLC.
(YOUNGSVILLE, NC)**

TERMS OF SERVICE

A. MAINTENANCE DIVISION

1. Payment

When you have accepted an estimate, you can then click the link at the top of the online estimate to add your card on file. If on a mobile device, you must click the three-line drop down menu first to show the link. 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.

Landscaping projects may require a deposit in order to get on the schedule. Please review our landscaping payment policy at the end of this document.

Payment for lawn care services will be charged by the end of the day of your service (or within 24 hours).

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.

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, excessive time spent and wear on machinery.

As we evaluate our services and programs for the upcoming seasons, our team has recognized the necessity to slightly increase our pricing to stay on par with previous years. Effective January 2022, all lawn care services, including treatment programs, will increase 10-25% per service. New Estimates will be emailed out for approval. Other services more reliant on material purchases, such as landscaping may increase up to 15%.

2. Scheduling & Inspections

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.

Lawn care (mowing) services are placed on a weekly/bi-weekly schedule and adjusted as needed throughout the season by our professionals. Please note that if our lawn care crew comes 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 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. 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 Andre's Premier Lawn Care, 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. Chemicals will be used on your property during each fertilization or weed control treatment; please do not allow any human or pet to walk on the lawn until the treatment has completely dried.

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 \$60 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. 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.

We allow 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.

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7. 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, unmarked plants placed outside of regular beds, and other unprotected or unmarked areas.

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 Andre's Premier Lawn Care, LLC. is fully licensed and insured.

8. 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 be due to an issue of nature or other circumstance that could prevent us from correcting the problem at no charge.

9. Cancellation & A Long-Term Commitment to Quality

If you choose to cancel your 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.

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 seasons, but Mother Nature is ultimately in control in the end. If you have any questions or concerns throughout your service season, please don't hesitate to contact us.

B. PRESSURE WASHING

1. Scheduling

Once you accept the estimate and secure any required pre-payments, your service will be scheduled at our next available opening, unless otherwise discussed. 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 this estimate, you agree to pay the cost of this service in its entirety. 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 Andre's Premier Lawn Care, LLC. related to the collection process of outstanding balances.

3. Water Usage

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

4. Electrical Usage

By accepting this estimate, you agree to provide Andre's Premier Lawn Care, LLC. the right to use an on-site source of electricity as needed to complete the stated project without compensation.

5. Courtesy and Safety

Please be advised that some chemicals will be used during this service. While Andre's Premier Lawn Care, 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. Please keep the work area cleared of all children and pets for 24 hours following our service. This is for your safety, as well as our own.

6. Removal and Replacement of Property

Removal and replacement of grills, deck furniture, planters, 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 may be applied for the time and labor devoted to the removal of these items.

7. Stains

Some stains cannot be removed by pressure washing. Tree sap, artillery fungus, and splatters from stain and paint are examples of materials that cannot be removed by conventional means. We make every attempt to point out these areas to the customers when quoting the project. Sometimes these stains cannot be removed at all.

8. Property Expectations

Andre's Premier Lawn Care, LLC. expects your property to be in good repair and weather-tight. This includes but is not limited to all electrical service including receptacles and light fixtures. Doors and windows shall also be weather-tight. Andre's Premier Lawn Care, LLC. is not responsible for any damages as a result of water infiltration from proper installation, maintenance, or repair of electrical related items or doors or windows.

Milestone Payment Breakdowns (for projects)

\$1 – \$499

- 100% payment due upon completion

\$500 – \$2,999

- 50% due to be placed on the waiting list/schedule
- 50% due upon completion

\$3,000 – \$9,999

- 10% due to be placed on the waiting list/schedule
- 50% due upon starting*
- 50% due upon completion*

\$10,000 – \$39,999

- 10% due to be placed on the waiting list/schedule
- 33.3% due upon starting*
- 33.3% due at 1/3 milestone*
- 33.3% due upon completion*

\$40,000 – \$100,000+

- 10% due to be placed on the waiting list/schedule
- 25% due upon starting*
- 25% due at 1/4 milestone*
- 25% due at 1/2 milestone*
- 25% due upon completion*

**Of the remaining amount*

All payment and milestone schedules and/or change order adjustments are on contractor terms.