

# LAWN JOHN

## TERMS OF SERVICE

Effective Date: April 2026 | Replaces: May 2022 Edition  
713-492-6306 | info@lawnjohnhtx.com | lawnjohnhtx.com

### I. RESIDENTIAL MAINTENANCE DIVISION

---

**Services in this division include, but are not limited to: recurring lawn care, fertilization & weed control, core aeration, over-seeding, property clean-ups, tree or stump removal, and other recurring maintenance services.**

---

#### A. SERVICE SCHEDULE

##### 1. Service Frequency

- Weekly service is required during the active growing season: May 1 – October 31.
- Bi-weekly service applies during the off-season: November 1 – April 30.
- Lawn John does not offer one-time mows. Clients must enroll in a recurring service plan.
- Lawn John schedules maintenance services Monday through Friday within designated service areas. Although we assign a specific service day, arrival time may vary from week to week.
- If you would like to request a specific service day, an additional fee may apply.

##### 2. Weather

- 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 conflicts to a minimum; however, circumstances beyond our control may affect your service dates.
- If we are unable to service your lawn due to inclement weather, we will adjust our schedule accordingly. Please keep in mind that inclement weather early in the week may affect the entire week's schedule. Your patience is greatly appreciated.

##### 3. Watering

- Once a service appointment is scheduled, please adjust your sprinkler system so it does not water the night before your appointment. Mowing wet grass can cause damage that is not healthy for your lawn.

##### 4. Holidays

- On weeks when a national holiday falls Monday through Friday, we will adjust the remainder of the week's schedule by one day so that all remaining lawns can be serviced the day after the client's scheduled day.
- Holidays may affect the entire week's schedule. Your patience is greatly appreciated.

### B. PAYMENT

#### 1. New Client

1. When you accept an estimate, you will be prompted to enter your credit or debit card information into our Client Portal. This must be completed before your first service can be scheduled.

## LAWN JOHN — TERMS OF SERVICE

2. Your card information will be encrypted and stored in a secure electronic payment system, used only for collecting payment for services performed by Lawn John. Your card will be invoiced on the first of each month for that month's service. Payment is due in full by the 16th of the month.
3. If your recurring maintenance begins after the 1st of the month, Lawn John will prorate the remaining visits for that month.
4. After each successful payment, an electronic receipt will be sent to you. If a card is declined, we will notify you by email. If we do not receive a response before your next scheduled service, service may be suspended until payment is received. A \$25 declined card fee will be assessed. Repeated unsuccessful payments may result in termination of service.

### 2. Legacy Client

1. A Legacy client will be invoiced on the first of each month. Payment is due in full by the 16th. If payment is delinquent by 30 days or more, service will be suspended until the balance is paid in full.
2. Returned checks are subject to a \$30.00 fee. In the event we are unable to secure payment, the client agrees to pay any collection costs incurred by Lawn John.
3. Legacy clients may opt into AUTO-PAY. Card information will be encrypted and stored in a secure electronic payment system. Your card will be charged on the first of each month for that month's service.
4. After each successful payment, an electronic receipt will be sent. If a card is declined, we will notify you by email. A \$25 declined card fee applies. Repeated unsuccessful payments may result in termination of service.

## C. PICKING UP ITEMS

1. Please pick up all items in your yard and move all vehicles or blockages that may hinder access to gates. This includes dog feces, dog toys, children's toys, hoses, and gardening equipment.
2. Extra charges may apply if our mowing crew is required to pick up items in your yard, or is delayed at your property due to blockages without prior notice. This ensures efficiency and helps us avoid damage to your belongings 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. General Safety

- While Lawn John is on location, you are responsible for keeping all children, pets, and other individuals away from the work area for the safety of all parties.

### 2. Inaccessible Areas

- We must have complete access to all service areas. No refund or discount will be issued for inaccessible areas due to locked gates.
- Please leave service areas unlocked or supply a combination lock for your scheduled service day.
- Inaccessible areas include but are not limited to: locked or broken gates; ongoing projects; moving vans; parked vehicles; pets outside; active irrigation; construction materials or workers in the yard.
- A \$25 return-trip charge may apply for any request to service a previously inaccessible area.

### 3. Pets

## LAWN JOHN — TERMS OF SERVICE

- We are careful about latching gates, but we cannot guarantee a pet will not escape. We recommend keeping pets inside on your service day and checking the gate after service before releasing pets into the yard. You accept our service under 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, tree discharge, 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 performed. The only exception is if the debris is so severe it prevents us from providing your regularly scheduled 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-site, they assess the condition of your lawn. If a skip would benefit the lawn (e.g., during dry periods or at the beginning/end of the growing season), the crew leader will note the skipped service.
2. We allow two client-requested skips per calendar year at no charge, provided the request is made at least 24 hours before the scheduled service. Requests made with less than 24 hours' notice, or any skip beyond the two included per year, will result in a \$25 charge per event, applied to the card on file.
3. The first service following a client-requested break in service may be charged up to double the regular service amount due to overgrowth and the additional time required.

### G. REQUESTING TO MOW SHORTER

1. We mow at lengths that promote optimal health, quality, and appearance of your lawn. Mowing shorter than the professional standard damages grass roots, promotes weed growth, and diminishes the overall appearance of your lawn. We take pride in the quality of our work and encourage you to trust our professional judgment on mow height.

### H. DEBRIS IN POOL

1. We account for pools in clients' backyards and do our best to direct clippings and leaves away from pools on the day of service. Lawn John is not responsible for any materials that blow into your pool during or after service.
2. If you would like to coordinate your service day to precede your pool cleaning service, a request for a specific day may result in an additional fee.

### I. WEED CONTROL

1. Scheduled service visits include weed-eating of beds, provided beds maintain a minimum 2-inch depth of mulch. Lawn John will not be responsible for weed-eating in beds without sufficient mulch. If a client requests weed-eating without mulch, an additional fee may apply due to excessive time on the property.

### J. GREEN WASTE

1. Scheduled service visits include bagging of grass clippings, leaves, and debris. Lawn John is not responsible for removal of bagged green waste off-site during your service visit. Bagged green

waste will be left at the curb for your regular trash pick-up. If you would like us to place bags in or near your trash can, please contact us.

## **K. DAMAGES**

1. We will replace or repair any sprinkler heads damaged during service. We will not pay for third-party repairs or deduct amounts from your bill for repairs made by others.
2. We cannot be held responsible for damage to certain unavoidable areas that may be affected by a string trimmer, including but not limited to: fencing, mailbox posts, swing sets and play areas, unprotected siding near the ground, unmarked plants outside of regular beds, or other unprotected areas.
3. If an item is directly damaged by our equipment, we will notify you as soon as possible. If you notice damage, please notify us within 48 hours per our Satisfaction Guarantee below. Lawn John is fully licensed and insured, carrying \$4 million in liability insurance and workers' compensation coverage.

## **L. SATISFACTION GUARANTEE**

1. Your 100% satisfaction is our goal.
2. If you are not satisfied with the quality of service you have received, please contact us within 48 hours.
3. Contact may be made by phone, voicemail, text, email, or through our Client Portal. Please include your contact information and a description of the issue. If you contact us outside of business hours (Monday–Friday, 8:00 AM – 5:00 PM CST), we will respond as soon as possible when we reopen.
4. Issues raised after the 48-hour window may involve factors of nature or other circumstances that prevent us from correcting the problem at no charge.

## **M. CANCELLATION**

1. A 24-hour notice is required to cancel a scheduled service. If notice is not received, a charge of 50% of your regular service cost will be assessed to the card on file. Either party may terminate this agreement at any time without cause, with at least 24 hours' notice.
2. It is your responsibility to notify the office directly of a cancellation. You will be charged for all work provided until the office receives notification. Please do not communicate cancellations to the service team—information may be misunderstood or not relayed to the office.

## **N. CONTINUATION OF SERVICE AND AUTO-RENEW**

1. Once service begins, you will be placed on our annual schedule. Formal notice is required to end service as described above. Service continues until written or verbal notification of cancellation is received by the office.

## **O. PRICE ADJUSTMENTS**

1. Lawn John reserves the right to adjust service pricing at any time, with a minimum of 30 days' written notice to the client. Continued service following the notice period constitutes acceptance of the updated pricing.

## **P. SMS AND ELECTRONIC COMMUNICATIONS CONSENT**

## LAWN JOHN — TERMS OF SERVICE

1. By entering into a service agreement with Lawn John, you consent to receive text messages (SMS) from Lawn John at the mobile number provided. These messages may include, but are not limited to: appointment confirmations, service notifications, invoices, quote follow-ups, and payment reminders.
2. Message and data rates may apply. You may opt out of SMS communications at any time by replying STOP to any text message from Lawn John. For assistance, reply HELP or contact us at [info@lawnjohnhtx.com](mailto:info@lawnjohnhtx.com).
3. Electronic receipts and invoices will be sent to the email address on file. It is the client's responsibility to maintain accurate contact information in the Client Portal.
4. The office monitors email and text communications Monday through Friday, 8:00 AM – 5:00 PM CST. The office phone is available during those same hours.

### Q. OFFICE COMMUNICATIONS

1. Please direct all communications, service changes, complaints, and additional service requests through the office—not the service team. The team is authorized to perform only the work listed on their work order for that day. Changes require authorization from the office before proceeding.
2. Office Contact: 713-492-6306 | [info@lawnjohnhtx.com](mailto:info@lawnjohnhtx.com)
3. Email is monitored Monday through Friday, 8:00 AM – 5:00 PM CST. We prefer email as your message reaches us even when we are in the field.
4. Telephone hours: Monday through Friday, 8:00 AM – 5:00 PM CST. We will do our best to return calls by end of business if received before 5:00 PM.

## II. PROJECT DIVISION

---

**Services in this division include, but are not limited to: the installation of a landscaping bed or outdoor living space in any capacity, maintenance of existing beds, or other services that may require the use of equipment or materials. Note: Irrigation installation services are performed by licensed subcontractors coordinated by Lawn John. Lawn John will coordinate correction of any subcontractor workmanship issues brought to our attention within the applicable warranty period.**

### A. PAYMENT AND SCHEDULING

1. When you accept an estimate, you will be prompted to enter your credit or debit 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 card information will be encrypted and stored in a secure electronic payment system, used only for collecting payment for services performed by Lawn John.
2. In a business whose productivity depends on the weather, scheduling can be difficult. Inclement weather may affect project start and completion dates. You will be notified of any changes.

### B. DEPOSITS AND PAYMENT IN FULL

1. By accepting a project estimate, you agree to pay the full cost of the service. A credit card on file in the Client Portal is required unless otherwise stated. Payment will be collected through the card on file upon completion of the service, unless otherwise agreed in writing.
2. In the event we are unable to secure payment, the client agrees to pay any collection costs incurred by Lawn John.

### 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- or under-watering.
3. Irrigation systems installed by our subcontractors are covered under the subcontractor's own warranty. Clients will be informed of the applicable warranty terms at the time of installation.

### D. WATER USAGE

1. By accepting this estimate, you grant Lawn John the right to use an on-site water supply as needed to complete the stated project, at no additional cost.
2. It is the client's responsibility to ensure the water supply is on and functioning before our arrival. Service may be rescheduled, canceled, or subject to additional charges if water is unavailable upon arrival.

### E. PROPERTY

1. By accepting this estimate, you confirm that services will be performed at the agreed-upon address and that you are lawfully authorized to approve services at this property. It is your responsibility to procure all necessary surveys, HOA approvals, and permits, unless otherwise agreed.

### F. SCOPE OF WORK

1. By accepting this estimate, you understand that the scope of work is limited to the description in the service estimate and/or design or sketch. Lawn John has no responsibility for services not listed in the estimate. Please contact us before accepting the estimate if you have any questions about the scope of work.
2. If the scope of work changes due to client request or unforeseen circumstances, the compensation amount may change accordingly. Additional requests may be scheduled for a later date.

### G. WEED GROWTH

1. Lawn John is not liable for weeds that may emerge after a landscape installation has been completed. Weed seeds are spread by wind, water, and wildlife—factors entirely beyond our control.

### H. COURTESY AND SAFETY

1. While Lawn John is on location, you are responsible for keeping all children, pets, and other individuals away from the work area for the safety of all parties.
2. Lawn John is fully licensed and insured, carrying \$4 million in liability insurance and workers' compensation coverage.

### I. REMOVAL AND REPLACEMENT OF PROPERTY

1. Removal and replacement of grills, patio furniture, planters, and other personal items is the responsibility of the homeowner. Once placed on our schedule, please prepare for our arrival accordingly. If we need to remove items, we are not responsible for breakage, storage, or returning items to their original location. An additional charge will apply for time and labor devoted to item removal.

## J. DAMAGES

1. Lawn John will be responsible if utility lines are damaged due to our fault. However, inaccurate depth marking or failure of utility companies to mark lines may result in unavoidable incidents. If we are responsible for repairs, please allow time for utility companies to respond—same-day repair is not always possible.
2. If an item is directly damaged by our equipment, we will notify you as soon as possible. If you notice damage, please notify us within 48 hours per our Satisfaction Guarantee.
3. Lawn John cannot be held liable for damage to our work caused by the failure of surrounding features or structures, or factors outside our control.

## K. PHOTOGRAPHS AND VIDEOS

1. Lawn John may photograph or film your property for “before and after” documentation, marketing purposes, and social media. This applies to both Residential Maintenance and Project Division services.
2. By accepting a service agreement or estimate with Lawn John, you grant us permission to take such photographs and videos and assign us sole rights to use those materials for business purposes. If you do not wish for your property to be photographed, please notify us in writing before service begins.

## III. COMMERCIAL ACCOUNTS

---

**The following terms apply to commercial clients including, but not limited to: homeowners associations (HOAs), property management companies, retail centers, apartment communities, office parks, medical offices, churches, and other commercial or institutional properties. Commercial clients are also subject to applicable terms in Sections I and II above.**

---

### A. AGREEMENTS AND CONTRACT TERMS

1. Commercial service agreements are established on an annual basis unless otherwise agreed upon in writing. A written scope of services and pricing schedule will accompany this document.
2. Either party may terminate the commercial agreement with 30 days' written notice. Termination with less than 30 days' notice may result in an early termination fee equal to one month's service value.

### B. BILLING AND PAYMENT

1. Commercial clients will be invoiced on the 1st of each month. Payment is due in full within 30 days of the invoice date (Net 30). A late fee of 1.5% of the outstanding invoice balance per property will be assessed on any balance not paid by the due date. Accounts delinquent by 60 days or more may result in suspension of service.
2. In the event we are unable to secure payment, the client agrees to pay any collection costs incurred by Lawn John, including reasonable attorney's fees.
3. Multi-site clients will receive separate invoices per location unless a consolidated billing arrangement is agreed upon in writing.

### C. SCOPE OF WORK AND CHANGE ORDERS

1. The scope of services for commercial accounts will be defined in a written agreement. Any changes to the agreed scope—including additional properties, expanded service areas, or new service types—must be submitted to the office and confirmed in writing before work is performed. Lawn John is not responsible for services performed outside the defined scope without a written change order.

### D. ACCESS AND SITE REQUIREMENTS

1. The client is responsible for ensuring Lawn John has unobstructed access to all service areas on the scheduled service day. This includes coordination with tenants, vendors, residents, or construction teams as applicable.
2. Lawn John is not responsible for delays or incomplete service caused by inaccessible areas, parked vehicles, or on-site activity that was not communicated in advance.

### E. INSURANCE AND COMPLIANCE

1. Lawn John carries \$4 million in commercial general liability insurance and workers' compensation coverage. Certificates of insurance are available upon request.
2. Lawn John can comply with vendor registration and certificate of insurance requirements for commercial and governmental clients. Please contact our office for documentation.

## IV. LANDSCAPE AFTER-CARE

---

**The health of your new landscape depends on a balance of earth, water, and air. The following guidelines are provided to help you protect your investment. Lawn John is not responsible for plant health decline resulting from failure to follow these recommendations.**

---

- Water plants in early morning or late afternoon. Avoid watering during the hottest part of the day or late in the evening so plants can dry before nightfall.
- Check soil moisture occasionally by placing your fingers under the mulch or rock and into the soil. The soil should not be soaking wet. Allow it to mostly dry out periodically so air can reach the roots.
- Use your best judgment when caring for your landscape. Contact us before the health of a plant declines significantly so we can provide guidance.

## V. GENERAL PROVISIONS

---

### A. GOVERNING LAW

1. This agreement is governed by the laws of the State of Texas. Any disputes arising from or related to these Terms of Service shall be resolved in the courts of Fort Bend County, Texas, or Harris County, Texas, at the election of Lawn John.

## **B. DISPUTE RESOLUTION**

1. In the event of a dispute, both parties agree to first attempt resolution through good-faith communication with the Lawn John office. If a dispute cannot be resolved informally, the parties may agree to binding arbitration in accordance with the rules of the American Arbitration Association before pursuing litigation.

## **C. LIMITATION OF LIABILITY**

1. Lawn John's total liability to any client for any claim arising out of services provided shall not exceed the total fees paid by that client in the 60 days preceding the claim, except in cases of gross negligence or willful misconduct.

## **D. ENTIRE AGREEMENT**

1. These Terms of Service, together with any signed service agreement or accepted estimate, constitute the entire agreement between Lawn John and the client. They supersede all prior discussions, representations, or agreements, whether written or verbal.
2. Lawn John reserves the right to update these Terms of Service at any time. Continued engagement of our services following notice of an update constitutes acceptance of the revised terms. The most current version is available at [lawnjohnhtx.com](http://lawnjohnhtx.com).

*Rev. 04/2026 — Lawn John — [lawnjohnhtx.com](http://lawnjohnhtx.com)*