

## **Service Terms & Conditions for Lawn Mowing [20xx] Season**

### **General Service**

Definitions: 'Contractor' refers to [Company], 'Client' refers to the property owner or authorized representative, and 'Services' refers to the lawn mowing work outlined in this agreement.

Service covers a maximum of one visit per week to a maximum of 21 visits per season. Unless otherwise stated on your contract

All lawn mowing is with a side discharge mower or grass cycling unit and is not done with a bagging unit unless otherwise stated on your contract.

Lawn Mowing will start no sooner than May 1st and run until Sept 1st with a weekly visit. From September 1st to October 15th you will receive a visit every two weeks approx 3-4 cuts

Service does not guarantee a weekly cut—it is as required, if the lawn is under heat stress or within required height it will be skipped until reassessment the following week

A one time fuel surcharge for the season of 15\$ will be implemented when fuel is above 1.80\$/liter for 14 days consecutively. No exceptions apply.

### **Guidelines**

No credits or refunds will be issued for skipped visits due to weather, turf health conditions, or lack of access.

All turf area will be cut, trimmed and any debris caused by the lawn being cut will be dispersed.

Our standard cutting height is between 2.5 and 3 inches depending on weather conditions.

Your lawn will also be skipped if we cannot facilitate access on the day of our visit – road construction, roofing, renovations etc.

If your lawn has been sprayed with any type of pesticide within 48 hours our crews will skip your lawn and return the following week.

### **Access**

Your lawn will be skipped if we cannot facilitate access on the day of our visit – road construction, roofing, renovations etc.

Clients indemnify [Company] against any claims or damages arising from obstacles left on the property that prevent safe or complete service.

Customers are responsible to facilitate access of equipment to all areas of turf by removing cars, patio furniture or any other obstacles. We will not make return visits.

Equipment is restricted from operating in close proximity to all stationary objects to avoid damage to property, such as sheds, fences , A/C units

It is strongly recommended that homeowners protect their tree bark, siding, eaves troughs, air conditioners, heat pumps and fencing from turf cutting equipment with protective measures—ask our service rep for assistance and suggestions

### **Weather**

Our crews will not work in heat/humidity of greater than 38 degrees which will delay service.

Our crews will continue to cut grass in light rain.

Our crews will start cutting grass as early as 7am and cut as late as 8pm on weekdays and between 8am and 4 pm on Saturdays as required.

### **Service Limitations**

[Company] carries liability insurance for its operations; however, Clients are expected to maintain appropriate homeowner's insurance for their property.

[Company] is not liable for consequential or indirect damages, including but not limited to loss of enjoyment of property or business interruption.

Termination: Either party may terminate this agreement with 14 days written notice. [Company] may terminate immediately in cases of breach of contract or safety concerns.

Entire Agreement: This document constitutes the full agreement between [Company] and the Client, superseding all prior oral or written communications.

[Company] assumes no responsibility for surface scratching or surface damage to all driveways, stairs or hard surfaces.

[Company] assumes no responsibility for damage to downspouts, electrical cords, hoses, objects hidden from sight or anything that projects/ protrudes, borders or is left on turf area.

[Company] assumes no responsibility for damage of any kind including but not limited to siding, fences or solar lights that is/are adjacent to any turf area.

[Company] assumes no responsibility for any damage to sprinkler heads.

[Company] assumes no responsibility for any loss or inconvenience to the client due to circumstances beyond our control.

Special requests only i.e. (lawn parties, reception, or special events) for lawn mowing times will be considered free of charge if the office is notified at least one week in advance.

[Company] does not guarantee times or a specific day for grass cutting

[Company] assumes no responsibility for any act of God, pandemic, or otherwise that causes stoppage or delays in work performance.

Note--[Company] will make changes on this document and it is incumbent upon the client to ensure they are up to date on any major changes that may affect their contract on a yearly basis.

Updated 20xx

**\*This is for example purposes only and it is always best practice to have a lawyer review your documents.**