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TERMS OF SERVICE

Yard Beaver Lawn Care LLC Customer Agreement & Terms of Service

This is an agreement between Yard Beaver Lawn Care LLC (YBLC) and I, "the client".

YBLC and the client hereby acknowledge and agree to the following:

1. YBLC agrees to provide the services detailed in the following specifications.
2. A maintenance invoice will be supplied to the client each time the work is completed.
3. The client agrees to pay the charges specified in each invoice, as agreed upon prior to services rendered.

I. Property Maintenance
Mowing, edging, string trimming and blowing is performed up to 36 times per year on all turf areas, seasonal growth, and recent treatments applied. Mowing shall be done with properly functioning and regularly maintained commercial mowers. Mower blades will be sharp at all times to provide professional cuts. Mowing height will be decided solely by YBLC according to the type and variety of the grass, typically 3.5"-4.5", never shorter than 3.5".

Clippings will be left on the property (not bagged or raked). Large clumps of clippings will be distributed by mechanical blowing. Regular removal of clippings is not a service offered by YBLC, but may be provided if YBLC deems necessary to maintain the health of the property. Tree rings, plant beds and all buildings, sidewalks, fences, driveways, parking lots and other surfaced areas bordered by grass will be edged every scheduled mowing or as needed. Turf around sprinkler heads will be trimmed so as to not interfere with or intercept water output.

After a service is completed, YBLC will clean all clippings from surfaces (as deemed necessary by YBLC) such as driveways, sidewalks, mulch beds, etc., by blowing said clippings back onto the turf. "Push mowing" and "bagging" are not available services; if an area of the client's property is inaccessible by YBLC's commercial mowers, YBLC will use string trimmers to maintain said area.

II. Release of Liability Disclosure
"Damage" is defined in this section as the client's subjection to personal or property damage during YBLC's services.
YBLC will always check for debris and other objects that may cause damage or be damaged before each service. The client acknowledges that with the use of heavy equipment comes an inherent risk of potential damage, or damage to properties neighboring the client's property. Though YBLC will always take measures to avoid causing damage, accidents DO happen, thus YBLC may take circumstantial responsibility to provide repairs to damaged areas or items deemed at-fault solely by YBLC. YBLC will not provide a financial reimbursement in lieu of actual repairs, unless determined necessary solely by YBLC. YBLC is not responsible financially or otherwise for any repairs to damaged areas or items deemed not at-fault solely by YBLC. Repairs made to damaged materials by YBLC will be under no warranty, and YBLC will not be responsible for future repairs to materials already repaired by YBLC, unless determined necessary solely by YBLC.

The client acknowledges it is their responsibility to ensure that the service area is clear of debris or other objects which may be detrimental to YBLC equipment, its employees, or have the potential to cause personal or property damage. If the client cannot clear the property of said obstacles, the client must disclose the location of debris or objects prior to YBLC rendering services. These items may include, but not be limited to any objects partially or completely exposed such as: hoses, toys, ornaments, decorations, irrigation systems, invisible dog fences, pipes, metal, rocks, sticks, roots, fencing, unmarked or shallow wires, pipes, cables (such as internet providers, utility companies, telephone, irrigation systems, landscaping lighting systems), regardless if provided by a secondary source or not. The financial costs and repairs for damages as described above are the sole responsibility of the client, unless otherwise agreed upon by both parties. By accepting YBLC services, the client agrees to indemnify and hold harmless YBLC for personal injury, death, loss or damage of property.

If turf is planted or grown too close to, or touching any object such as a mailbox, fence post, siding or any other structure, the object may be accidentally damaged when trimming or cutting. If there is such an object on the client's property that the client does not want touched by a string trimmer, it is the client's responsibility to ensure all turf is at least 6" back from the area that it is touching, or to add a layer of protection to the surface area of the object. It is YBLC's sole discretion to avoid trimming those areas described to avoid possible damage.

If so, the client agrees that YBLC may leave those areas uncut and the client acknowledges that the agreed-upon services have been completed, regardless of such areas being skipped.

YBLC maintains as tight of a service schedule as the weather and outside influences will provide, and will provide the client with a consistent regular service date. It is encouraged that The client take advantage of their regular service date to check their property for the items mentioned above before each service, and that during service, pets and children are kept a safe distance from the equipment at all times.

YBLC will carry liability insurance as required by law and require the same of any subservice agreementors, and provide proof of same to the client upon request, in the form of a certificate of insurance (COI). YBLC will carry any licenses and obtain appropriate permits for any work performed, as required by law. The client acknowledges that some services performed on the client's property may require a permit or permits, and YBLC will not be responsible for any consequence of the client not obtaining a permit for services if required by law.

YBLC is not responsible for detrimental grounds situations that may include but are not limited to:

- Death or decline of plant materials due to improper selection, placement, planting or maintenance done before the time of this service agreement.
- Damage due to improper irrigation components existing at the time of service agreement execution.
- Exposed cables/wires or sprinkler components/lines normally found below the property's surface.
- Flooding, storm, wind, fire or cold damage
- Disease or damage to property or landscape plants caused by excessive irrigation or lack of water due to inoperative irrigation components, or irrigation restrictions imposed by local or federal water management or civil authorities.
- Damage caused by or to any item hidden in the landscape and not clearly guarded or marked.
- Damage due to vandalism.
- Areas of a property being un-attended due to mud, flooding, bees, dangerous animals, or other undesirable presence, both natural, man-made, or otherwise.

III Property Mowing Service Disclaimers

A. The client may request to skip their scheduled service by contacting YBLC directly using any contact method provided on YBLC's website or through previously established communication. Please give 24 hours' notice of a skip request. Skipping a regularly scheduled service will usually lead to excessive turf overgrowth, thus requesting a skip voids all YBLC quality guarantees for the next service. YBLC reserves the right to cancel agreements for accounts who excessively skip their mowing service. YBLC also reserves the right to charge extra for the next scheduled service if the grass growth has become excessive after a recent skip request, usually 1.5x the client's usual mowing rate *(this is non-negotiable and 100% at the discretion of YBLC)*.
B. If YBLC crews arrive and the work has already been completed by someone else, or the client refuses service, YBLC reserves the right to charge a fee due to costs involved with traveling to the site.
C. The equipment used on the client's property is determined by YBLC in advance, therefore any request for customized equipment usage on a property will be reviewed separately and must be requested at least 24 hours prior to service. If the client refuses service due to an unauthorized equipment adjustment, YBLC reserves the right to charge a fee due to costs involved with traveling to the site.
D. YBLC does not bag or remove grass clippings from the property. YBLC machines are equipped with blades which are designed to chop the clippings into fine pieces and redistribute back into the property as a natural fertilizer.
E. The client is asked to please remove pet waste from the property before any scheduled service. YBLC reserves the right to skip the service and may charge a travel fee if it is determined there is too much pet waste on the property.
F. *Regular Service*: YBLC will service the client's property per an agreed-upon regular schedule between April 1st and October 1st, and as needed (as deemed by YBLC) between October 1st and December 31st. A service schedule may be adjusted and continued beyond October 1st at the sole discretion of YBLC, based on the best interest of the property's health, unless otherwise instructed by the client.
G. YBLC is not responsible for turf damage (or any other damage) caused by equipment due to the property not being in a serviceable condition at the time of service (i.e., too wet or dry). If the client feels the property is not in a serviceable condition, they have the right to request to be skipped. If YBLC equipment creates any damage due to said conditions, YBLC will not be held liable for repairs, unless YBLC solely deems to be at-fault. YBLC may apply seed to damaged areas to promote new growth, and such services will be agreed upon by both parties previous to application. Note: most mud stains and ruts are superficial and the affected areas will re-grow quickly and naturally, typically following the next rain. A skip request due to un-serviceable conditions may still result in an extra fee upon the next scheduled service.
H. YBLC reserves the right to charge extra if the property is initially overgrown and more than one cut is required, or extra labor is required to clean up the property. Typically, the need to charge extra is only enforced during the first service for new clients, or if the property was skipped in previous weeks.
I. Fuel surcharges may be temporarily added throughout the season: If local gas prices (87 octane) exceed $4 per gallon, a 5% charge will be added to the originally quoted mowing rate. If prices exceed $5.50 per gallon, a 10% charge will be added. These

numbers are subject to change throughout the season depending on extensive variables; YBLC agrees to give adequate notice of any price or surcharge changes.

J. YBLC recognizes all major national holidays and will typically not operate during these days. Holidays include but are not limited to: Easter, Mother's day, Memorial day, Father's day, Independence day, Labor day, Indigenous day, Halloween, Veteran's day, Thanksgiving, Christmas, New Years Eve & New Years day.

IV. Initial Clean-Up (If Needed)

Subject to prior discussion and approval, additional labor and hauling may be necessary to bring the property up to an adequate maintenance level before regular service begins. If applicable, the client will be billed accordingly.

V. Billing

Invoices are generated and sent within 6 days of service, typically during or at the end of each service week (the weekend immediately following a particular service). For example, if the property is serviced on a Tuesday, an invoice will typically be generated sometime between that evening and the Sunday evening immediately following. The client has the option to receive their invoice via text message or email, both of which will contain a link to a payment processor to allow for online payment. YBLC accepts cash or check in-person at the time of service, in which case an invoice will still be generated but will be marked as paid. Special circumstances may permit a check to be mailed.

The client may choose to keep a card on file to be used for automatic payments. No payment will be pulled from the card on file unless an invoice is first generated following services rendered. All financial information and records are kept secure through YBLC's payment processor and billing software, currently Stripe Inc. and Yardbook Inc., respectively.

Invoices are required to be paid as received, or as agreed upon by both parties. There are no fees associated with "late" payments, though YBLC reserves the right to enable such fees at any time. Reminders will be sent out periodically for unpaid invoices. Partial payments may be made on an invoice, but said invoice will not be cleared until paid in full. YBLC may send seriously delinquent accounts to a collection agency if no other means of communication or payment attempt has been successful.

There will be a 6% service tax charged for all services rendered by YBLC. This tax will be added to invoices upon digital generation, following services rendered, and will reflect on the total amount of the invoice due.

VI. Cancellation Provisions

The client may cancel the service agreement at any time, for any reason. Likewise, if deemed necessary, YBLC may cancel the service agreement at any time for any reason. If payment has been made for services not provided, a refund will be issued in full within 30 days of service agreement cancellation. Notice of cancellation must be provided by the client or by YBLC in writing or a communication method that has been established by both parties. In the case of YBLC cancelling the service agreement: If there is an unpaid balance on the account, and services have been completed to justify the balance, then said balance must be paid in full within 30 days of service agreement termination, unless otherwise agreed upon in writing or a communication method that has been established by both parties. Annual service agreements will automatically be renewed unless notified otherwise by the client. Price fluctuations may incur between service agreements, in which case rates will be agreed upon by both parties and a new service agreement will be drawn.

VII. Additional Services

Note: Please consult YBLC for current prices. These services are not included with property mowing services unless agreed upon as a package. Most services require a one hour/yard/ton/unit minimum fee.

- *Bed & Mulch Maintenance*
  Bed cleaning
  Mulch delivery + spread
  YBLC will clean beds of all weeds and debris, and apply 2" of fresh mulch. Specific styles/colors of mulch, chips, or other materials may require an extra fee. YBLC recommends re-mulching all beds once per year to help minimize weed growth and provide healthy root protection for any plants contained therein.

- *Shrub/hedge/bush/tree Trimming*
  YBLC will trim shrubs and clean up landscape growth below 10 feet in height, as well as trim or remove small trees.

- *Aeration*
  Aeration services are performed for a minimum price of $120 per visit, which covers a property up to 10,000 square feet in size. YBLC recommends one aeration service per year. Soil compacting forces are most severe in poorly drained or wet sites. Compaction greatly reduces the pore space within the soil that would normally hold air. Roots require oxygen to grow and absorb nutrients and water. Compaction reduces total pore space and the amount of air within the soil. It has a negative impact on nutrient uptake and water infiltration, in addition to being a physical barrier to root growth. This results in poor top growth

and property deterioration. Core aeration can benefit the client's property by increasing the activity of soil microorganisms that decompose thatch, increasing water, nutrient and oxygen movement into the soil, Improving rooting, enhancing infiltration of rainfall or irrigation, and helping prevent fertilizer and pesticide run-off from overly compacted areas.

- *Leaf Mulching and Leaf Removal*
  YBLC offers leaf services in the fall. Fallen leaves cause dead spots on lawns and mold/mildew issues in and around beds, foundations, walkways, and other structures. Leaf *mulching* consists of shredding the leaves on the property into a fine material which is then absorbed into the turf as a natural fertilizer. This process includes blowing leaves out of all mulch beds, out from around trees or objects and crevices. Leaf *removal* requires the use of a special trailer and leaf vacuum which shreds the leaves and removes them entirely from the property for dumping. Leaf removal will be billed for a minimum of 2 hours labor, and may require a down payment of 50% of the quoted price previous to service, at YBLC's discretion.

- *Ornamental Grass (aka, marsh grass) Trimming*
  Ornamental grasses (or "marsh" grasses) should be trimmed to their base approximately 12 inches from the ground each fall or winter. Clippings are hauled away and the area is raked and cleaned.

- *Tree Work:*
  YBLC offers small tree trimming and removal, as well as planting and staking. Large trees require services offered by YBLC's licensed and insured affiliates. Prices vary across the board depending on the size of the tree and scope of the work.

Any additional or unscheduled services agreed upon by client and YBLC will be billed outside of this service agreement separately. The charges will be added to the client's first invoice following any additional or unscheduled services.

I, THE CLIENT, HAVE FULLY READ THE ABOVE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THEM.