

SCOOTER'S LAWN CARE, INC. (Springfield, Illinois)

TERMS OF SERVICE

(01/2022 revisions highlighted)

A. MAINTENANCE DIVISION

1. Payment

When you have accepted an estimate, you will be prompted to enter your credit card information into our Customer Portal. 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.

Payment for lawn care services will be charged to your card on file every Monday for the previous week of service.

Payment for lawn treatments 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% per service. Other services more reliant on material purchases, such as landscaping and outdoor living installations, 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 schedule and adjusted as needed throughout the season by our professionals. Please note that if our lawn care crews come 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.

If you receive fertilization & weed control *and* weekly lawn care, we'll be at your property regularly and will inspect it at each visit. If we only provide fertilization and weed control treatments, we will provide six application services through the season (excluding additional grub treatment, aeration, and over-seeding services) and two free lawn inspections (scheduled by us). If you request additional inspections outside of our regular service schedule, a non-refundable \$60 service fee will be charged 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 Scooter's Lawn Care, Inc. 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. Extra Clean Up Due to Tree Discharge

If a tree on your property (or a neighbor's property) causes excessive discharge to the point that it hinders our ability to provide your regularly scheduled lawn service, we will charge at a rate of \$60 per man hour

plus a \$20 disposal fee to clean up the area. If your lawn has acquired heavy debris between mows, please contact us to discuss your options.

7. 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.

8. Requesting to Mow Shorter

Please be advised that we mow at a 3 1/2 inch blade length during the spring/fall and 4 inches during the summer.

This guarantees optimal health, quality, and aesthetic of your lawn. Mowing shorter than 3 1/2 – 4 inches 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.

9. Excessive Weed Growth

Our applications span the season in approximately 6-8 week intervals. If excessive rain/watering or weather conditions demand an interim application (i.e., causing excessive and/or uncontrollable weed growth), we will contact you regarding appropriate course of action.

10. 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 Scooter's Lawn Care, Inc. is fully licensed and insured, carries three million dollar liability insurance, and workers' compensation coverage on all Scooter's Lawn Care, Inc. employees.

11. 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 7:00am to 4:00pm), 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.

12. 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 4:00pm 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.

13. Continuation Of Service and Auto-Renew

Once your maintenance service begins, you'll be placed on our annual schedule for service to resume each spring at our most current rate of service.

Written notice of cancellation is necessary from either party to end service.

Please note that the following services are subject to auto-renew annually: lawn care, fertilization and weed control, bed maintenance, core aeration, and overseeding.

B. 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 or areas, interior painting, interior flooring, interior remodeling or other work, any other services that may or may not require the use of equipment or materials

1. Payment & Scheduling

When you have accepted an estimate, you will be prompted to enter your credit card information into our Customer Portal. Your quote may be subject to a written proposal fee, [explained in our FAQ](#). 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. 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.

Changes in the economy have necessitated changes within our company. Effective January 2022, pending services and projects reliant on material purchases, such as landscaping and outdoor living installations, may increase up to 15%. Additionally, we are unable to guarantee the price and availability of materials (including but not limited to lighting, pavers, and plants). Any and all changes to pending services and projects will be over-communicated as soon as we are made aware.

2. Deposits and Payment in Full

By accepting your landscaping or trimming estimate, you agree to pay the cost of your service in its entirety. [Please view our milestone payment policy here.](#) 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 Scooter's Lawn Care, Inc. related to the collection process of outstanding balances.

3. Warranties & Guarantees

Scooter's Lawn Care, Inc. offers a [limited landscape warranty](#) and [hardscape warranty](#). For other care-dependent services (such as seeding, sodding, etc.), proper seeding and sod installation practices will be performed; however, successful germination and growth cannot be guaranteed by Scooter's Lawn Care, Inc. due to outside factors out of our control once service has been completed (including weather and watering).

4. Water Usage

By accepting this estimate, you agree to provide Scooter's Lawn Care, Inc. 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.

5. Property

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

6. Scope of Work

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

7. Weed Growth

Scooter's Lawn Care, Inc., 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.

8. Courtesy and Safety

While Scooter's Lawn Care, Inc. 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. Please note that Scooter's Lawn Care, Inc. is fully licensed and insured, carries three million dollar liability insurance, and has workers' compensation coverage for all Scooter's Lawn Care, Inc. employees.

9. Removal and Replacement of Property

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.

10. Damages

Scooter's Lawn Care, Inc. cannot be held liable for any damage that may be out of our control, including ground status during excavation. We cannot be held liable for damage to our work should surrounding features or structures fail. Please note that Scooter's Lawn Care, Inc. is fully licensed and insured, carries one million dollar liability insurance, and workers' compensation coverage on all Scooter's Lawn Care, Inc. employees.

11. Promotion

Scooter's Lawn Care, Inc. may take photographs of your property, in terms of "before" and "after" purposes. By accepting this estimate, you grant us the permission to take such photographs and give us sole rights to the property of these photographs.

C. PRESSURE WASHING

1. Scheduling

Once you accept the estimate and secure any required pre-payments (see B2), 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 based on our milestone payment policies. 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 Scooter's Lawn Care, Inc. related to the collection process of outstanding balances.

3. Warranties

All warranties are limited to those offered by the manufacturers of the products used by Scooter's Lawn Care, Inc. The company makes no additional warranties. If you ever have a concern regarding our work, please contact us immediately.

4. Water Usage

By accepting this estimate, you agree to provide Scooter's Lawn Care, Inc. 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.

5. Electrical Usage

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

6. Color and Tone

The properties and species of wood, age and weather can greatly affect the resulting color or tone of the stain. Variances may occur on individual boards, as well as total project densities, and other characteristics vary across and throughout wood. Scooter's Lawn Care, Inc. and all of its associates attempt to represent final finish color and tones as best as possible. While we can often give you an idea of the overall color or tone, you must expect some variance in the overall finish.

7. Courtesy and Safety

Please be advised that some chemicals will be used during this service. While Scooter's Lawn Care, Inc. 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.

8. 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 will be applied for the time and labor devoted to the removal of these items.

9. Damages

Scooter's Lawn Care, Inc. is not responsible for damages due to improperly installed siding, loose shingles or siding, broken or open windows, improperly sealed windows, wood rot, defective construction, improperly secured wires, loose or improperly installed gutters and leaders, and improper caulking. In every aluminum siding case, and in some case in vinyl siding, the sun and weather will bleach the color and cause it to fade. Pressure washing, which entails removal of chalky grit of failing surface materials, may cause the faded aspects of the vinyl or aluminum to stand out. Scooter's Lawn Care, Inc. will not be responsible for such conditions. Scooter's Lawn Care, Inc. will not be responsible for loose mortar that may dislodge during the cleaning process. Please note that Scooter's Lawn Care, Inc. is fully insured, carries three million dollar liability insurance, and workers' compensation coverage on all Scooter's Lawn Care, Inc. employees.

10. 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.

11. Property Expectations

Scooter's Lawn Care, Inc. 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. Scooter's Lawn Care, Inc. 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. Scooter's Lawn Care, Inc. cannot guarantee removal of artillery fungus from exterior house surfaces.

12. Windows

Windows may become water spotted as a result of our services. Window cleaning is not included.