



HOME ROOTS LAWN & LANDSCAPE

TERMS OF SERVICE

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 & treatments will be charged by the end of the day of your service (or within 24 hours). Payment will be charged to cards on file.

An electronic receipt will be sent to you and will also be available in your client portal. If a payment is unable to be processed, 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.

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 2 week schedule based on the maintenance package selected by the customer 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 regular 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 to eight application services through the season (excluding additional grub treatment, aeration, and over-seeding services).

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 Home Roots Lawn & Landscape 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 \$75 per man hour plus a 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 \$75 per man hour plus a 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 according to your schedule rotation (every 2 or 4 weeks). 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 throughout the year. This guarantees optimal health, quality, and aesthetic of your lawn. Mowing shorter than 3 1/2 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, meter box lids, septic clean out lids, 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 Home Roots Lawn & Landscape. is fully licensed and insured, carries one million dollar liability insurance.

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 9:00am 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.

12. Cancelation & 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 full round (1 year) 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. If you choose to pay in full for the yearly maintenance to receive a discount and decide to cancel service you will not be eligible for a refund. If you are paying monthly for the yearly maintenance package and you decide to cancel before the year is up, you will be responsible for the difference in price.

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, 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 have several options for payment. It's important to consider factors like convenience, processing speed, and any fees that might be applied. If you're looking to avoid fees, paying by check is likely your best bet. However, if convenience or earning credit card rewards is a priority, ACH or credit card payments may be the better choice. This must be completed before your project can be scheduled.

Your chosen payment 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.

2. Deposits and Payment in Full

By accepting your landscaping estimate, you agree to pay the cost of your service in its entirety. Payment will be collected by us through the form of payment you choose, the customer agrees to pay any collection cost incurred by Home Roots Lawn & Landscape related to the collection process of outstanding balances. A 50% deposit is required to secure services for any project. We understand life happens and things can change but Home Roots is not required to refund any or all of the deposit. Please reach out to our team with any concerns you may have if needing to cancel. For larger projects, progress payments are used to ensure that both parties are committed and that funds are available at key stages of the project.

1. 25% Deposit to Secure a Spot on the Schedule

2. 25% Payment Before the Start of the Project

3. 25% Payment at Contractors Discretion on path to completion

4. Final Balance Paid immediately upon completion

3. Deposit and Cancellation Policy

A deposit is required to secure services for any project. We understand life happens and things can change but Home Roots is not required to refund any or all of the deposit. Please reach out to our team with any concerns you may have if needing to cancel.

4. Warranties & Guarantees

Home Roots Lawn & Landscape offers a limited landscape warranty. Please refer to our warranty page given before the estimate is approved or call our office for a copy.

5. Water Usage

By accepting this estimate, you agree to provide Home Roots Lawn & Landscape 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.

6. 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.

7. Scope of Work

By accepting this estimate, you understand the scope of work is limited to the description in the service estimate. Home Roots Lawn & Landscape is not responsible or liable 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 requests or matters out of our control, the compensation amount may change. Additional service requests or changes may be scheduled for a later date.

8. Weed Growth

Home Roots Lawn & Landscape, 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.

9. Courtesy and Safety

While Home Roots Lawn & Landscape 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 Home Roots Lawn & Landscape is fully licensed and insured and carries one million dollar liability insurance.

10. 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.

11. Damages

Home Roots Lawn & Landscape 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 Home Roots Lawn & Landscape is fully licensed and insured and carries one million dollar liability insurance.

12. Promotion

Home Roots Lawn & Landscape 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.