

Lawn Jockey Terms of Service

We understand that cards are lost, changed, stolen, and sometimes are declined due to low funds on a particular day. So, we will try the card again the day before your next scheduled mow. If the card does not go through, we will cancel your mow the next day & leave you a phone message. If you respond quickly with another card, we will promptly put you back on the schedule with no late fee or fee for changing cards. If we have to go through the decline scenario more than twice in a season, we probably will ask you to find another provider.

Cancellations

There is no obligation on either party to begin or continue service. "You like us" & "We like you" makes for a mutually beneficial relationship. If you cancel before the 6 trip minimum is fulfilled, the additional \$10.00 **1-5 mow rate** will apply. If we cancel you, the weekly or bi-weekly rate will apply. If you sign up as a customer, we consider you a customer from season to season until you cancel. If we are scheduled to perform service at your house and you would like us to cancel or skip service (3 skips allowed annually for weekly clients and 0 for Biweekly Clients), you must give us 24hrs notice so that we may get the changes to the crew. All **coupon offers** are attached to a 6 mow minimum agreement. If you cancel before the agreement is fulfilled, we will charge the discounted difference of the coupon plus the \$10 **1-5 mow rate** upon notice of cancellation.

Liabilities and Warranty

We warrant that services shall be performed by personnel possessing competency consistent with applicable industry standards. No refunds given or implied. No Plant, Tree, Sod, Seed, or Turf Products are warranted. Perishable Item. No other representation, express or implied, and no warranty or guarantee of labor is included or intended in this Agreement, or in any report, opinion, deliverable, work product, document or otherwise. Furthermore, no guarantee is made as to the efficacy or value of any services performed or software developed. THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY THE COMPANY CONCERNING THE SERVICES AND RELATED WORK PRODUCT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR OTHERWISE.

Services Rendered

You must call within 48hrs after service if you believe we did not show up or forgot to finish a portion of the service. Credits are not given if you feel we did not show up or failed to meet a portion of the service. We will however return to your home the same day or the next business day and correct the problem. We will assume that services were completed and charges will be applied if we don't hear from you within the set time. Due to time constraints or bad weather we may postpone your service until the next business day. All customers will be bumped if such an occasion should arise (rain). For example clients scheduled for Thursday will now be bumped to Friday. Friday clients will be bumped to Saturday. The Monday following all clients will return to their normal service day.

Spring or Fall **cheep cheep** or **offer 152** 6 mow minimum agreement. Election to cancel service before the 6 mow minimum will result in the 1-5 mow rate being applied to the account. Promotional rates good for one season after which the price will revert to standard current rate.

Use By Third Parties: Work performed by the Company pursuant to this Agreement are only for the purpose intended and may be misleading if used in another context. Customer agrees not to use any documents produced under this Agreement for anything other than the intended purpose without the Company's written permission. This Agreement shall, therefore, not create any rights or benefits to parties other than to Customer and the Company.