



# **SCOOTER'S LAWN CARE, INC. (Cape Coral, Florida)**

## **TERMS OF SERVICE**

### **A. MAINTENANCE DIVISION**

*Services in this category include, but are not limited to: recurring lawn care, fertilization & weed control, core aeration, over-seeding, property clean ups, grading, clearing, tree, brush or stump removal, etc.*

#### **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. Your card will be charged monthly for the upcoming month of service (averaging 4.3 weeks), and the day you accept your quote will be your invoice date each month.\*

After each successful payment, 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 and excessive time spent.

Please see “cancellation” on potential overages and credits due upon service cancellation.

*\*Some lawn care clients are set up to pay on our legacy terms as follows: payment for lawn care services will be charged to your card monthly at the first of the month for the upcoming month of service.*

#### **2. Scheduling**

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. We offer four lawn care packages (Premium, Standard With Edging, Standard Without Edging, and Basic), so frequency of service may vary throughout the year.



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.

### 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.

### 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 growing season. We allow for 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

We mow at lengths that will promote optimal health, quality, and aesthetic of your lawn. Mowing shorter than the professional standard 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. 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.

#### 10. 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 EST), 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.

#### 11. Cancellation

If you choose to cancel your lawn care service, a 24 hour notice (or if your service day is Monday, please notify us before 4:00pm EST 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. As this service agreement is not contractually binding, both parties are welcome to end service for any reason at any time. Due to our average billing cycles, true rendered services will be calculated upon cancelation, and you may be charged an overage or credited any difference.

## 12. Continuation Of Service and Auto-Renew

Once service begins, you'll be placed on our annual schedule. Formal notice is required to end service.

## **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, irrigation, or other areas, or 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. 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.

### 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

Scooter's Lawn Care, Inc. offers a limited landscape warranty.

### 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 and you are lawfully approved to agree to services at this property. 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. Curbing

- a. After each installation and before leaving the property, the curbing will be photographed and/or filmed and documented in the client file. It is critical that pets, children, lawn care workers, neighbors, and other people, animals, and objects are kept away from the curb for at least 24 hours. Under no circumstance is Scooter's Lawn Care, Inc. or its subcontractors responsible for any damage however caused, whether by people, animals, or weather, after completion and departure.
- b. It will be "hard" to the touch at this point but will still need 14-28 days (and sometimes longer) for complete internal curing. Any damage to the curb prior to full cure is not covered under warranty. If curbing is damaged, Scooter's Lawn Care, Inc. or its subcontractor will return to



make necessary repairs. If not covered under warranty, there is a minimum \$300 repair and mobilization fee.

- c. Throughout the curing process, the color of the curbing may change. This is typical and normal, and it will achieve its final color once curing is complete. Colored curbing may look “splotchy” during curing; this is temporary and normal.

The color of your curb is a close representation of our color chart and may not be a perfect match. Many conditions can alter or affect the color of your finished curbing project. Most are conditions beyond Scooter’s Lawn Care, Inc. or its subcontractors’ control. No color claims will be accepted if sprinklers are left on or turned on two days prior or two days after installation. This excess job site moisture will adversely affect the color of your finished curbing project and is not covered under warranty. Tell-tale signs of excess moisture include washed out color, blotchy color, and/or abnormally light or dark areas. Colored concrete must be sealed to achieve the most accurate intended color.

- d. Concrete curbing, like any other type of concrete, can and will crack. We try to control the cracking with expansion joints every few feet and use galvanized steel reinforcement cable, fiber mesh, and other additives to minimize shrinkage (which produces cracks). We experience very little cracking in our products; however, if it should heave or buckle in a hairline crack under the warranty period, Scooter’s Lawn Care, Inc. or its subcontractor will replace it at no charge. However, repairs can be difficult in colored and stamped concrete, and colors may not match. We will always communicate the possibilities with you before performing any repairs.
- e. Coverage by curbing or damage to sprinkler heads and lines, telephone and electrical wires, cable TV, pipes, or other buried items by our equipment or personnel is not the responsibility of Scooter’s Lawn Care, Inc. or its subcontractors. Unfortunately, we have no way of knowing where some of these listed are concealed or shallowly buried. For the safety of our team and the preservation of your property, please locate and indicate any such listed prior to the project.
- f. Often, the installation of the landscape curbing will require extensions of the gutter downspouts. Please ensure that all gutters are emptied on the grass side of the curbing.
- g. Scooter’s Lawn Care, Inc. and its subcontractors have a 3 year limited workmanship warranty. Your 100% satisfaction is guaranteed.

#### 9. 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.

#### 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

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 three million dollar liability insurance, and workers' compensation coverage on all Scooter's Lawn Care, Inc. employees.

#### 12. 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. POOL SERVICES**

Pool service includes chlorine only. Any filters, o-rings, or other material will be billed for installation time and material price.