

1.0 DESCRIPTION OF SERVICES

- 1.1 **“Basic” Mowing and Maintenance Service:** During each visit as needed, we will:
- A. **Remove** normal trash and debris from lawn areas. *
 - B. **Pick up** toys or items lying on turf and place them in appropriate area.
 - C. **Mow** lawn areas and **Mulch** lawn clippings on site. **
 - D. **Trim turf areas** (around trees, mailboxes, mulch beds, along fences, etc)***
 - E. **Edge** sidewalk, drive, and curbs
 - F. **Air-sweep hard surfaces.**

*Removal of fallen branches is not included in our basic service. Fallen branches will be piled in one location off the turf.

**Bagging of clippings is not included in the basic service. It is better for the lawn to have the clippings recycled back into the lawn.

*** **Due to potential danger;** Yard Smart team members are not permitted to trim any grass or weeds growing in cracks of hard surfaces (asphalt, concrete, etc.) in mulch beds, behind a/c units, or around any small rocks. Should you require maintenance around these areas; please contact us for an estimate to provide this service.

- 1.2 Before each mowing, trash and debris will be removed. Mowing will be performed every 7 to 14 days, depending on growth rate. A turf height between 2 ¾ - 3 ½ inches will be maintained without removing more than 1/3 of the total leaf blade height. The mowing direction will be alternated each visit, whenever possible, to prevent compaction and enhance your lawn’s appearance. Our equipment is maintained under a regular schedule to ensure excellent working conditions and safety.

2.0 DESCRIPTION OF ADDITIONAL SERVICES: Please call for cost estimates.

2.1 **Leaf Removal:** During the fall season with leaves on the ground, it is more time-consuming for us to perform the above-cited “Basic” services during our visits (and harder on our mowing equipment). When leaves will interfere with mowing, visits will be rescheduled until after leaves are removed. Leaf removal options are by:

A. **Yard Smart, LLC:** Should you choose this additional service option, the price of leaf removal is \$50.00 per man hour. Since the volume of leaf fall cannot be estimated in advance, a price for removal cannot be quoted prior to service date. If requested, we will call with a quote at the time of service. Please note this does not include the Additional Services described below as “Spring and Fall Cleanups”.

OR

B. Owner/Resident or third party: Should you choose to remove the leaves yourself or by a third party, please call us to coordinate your fall mowing schedule. If you desire **Yard Smart, LLC** to mow your lawn while leaves are on the turf, we may charge a leaf removal fee (depending on the volume of leaves), at the above quoted rate.

2.2 **Shrub Trimming:** Twice per year (once in spring and once in the fall), we will trim and shape shrubs under 8 feet tall; removing not more than 6 inches from new/existing growth.

2.3 **Mulching:** Once per year we will mulch existing mulch beds, using dark double-shredded, hardwood mulch unless otherwise specified by Client. Mulch will be laid at a thickness of 1-3 inches. Mulch beds will be prepared by removing trash, debris, leaves, weeds, and redefining the perimeter with a garden spade where needed.

2.4 **Spring and Fall Cleanups:** A cleanup crew will remove leaves, branches and other debris from existing mulched beds, and non-mulched planting and flowerbeds, shrubs, groundcover. This service will be performed at the beginning of the spring and end of the fall season. Leaves will be composted on site or hauled away for an additional charge. Please call us for a free estimate for your spring and fall cleanups.

3.0 CONTRACTOR RESPONSIBILITY

Yard Smart, LLC (hereafter referred to as “Contractor”) shall perform work in accordance with the written terms contained or referred to in this agreement.

Contractor reserves the right to renegotiate the contract when price or scope of work is affected by changes to any local, state, or federal law, regulation or ordinance that goes into effect after agreement is signed; **or any changes to property layout is made as set forth under paragraph 5.1**

- 3.1 **Work Force:** All employees shall be competent and qualified.
- 3.2 **License and Permits:** Contractor will comply with all licenses and permit requirements of the City, State, and Federal Governments, as well as all other requirements of law.
- 3.3 **Taxes:** Contractor agrees to pay taxes applicable to its work under this agreement, including sales tax on material supplied where applicable.
- 3.4 **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability, and any other insurance required by law.
- 3.5 **Liability:** It is understood and agreed that the Contractor is not liable for any damage of any kind that is not caused by the negligence of the Contractor, its agents or employees.
- 3.6 **Invoicing:** Contractor will submit monthly service statements for the amount under the prices and terms shown in section 6 of this Agreement. Any services rendered, that are in addition to or beyond the scope of work required by this Agreement shall be billed separately.
- 3.7 **Right to Cancel:** Contractor may cancel this Agreement by giving a 10 business day’s written notice for nonpayment, after the payment is delinquent.

4.0 CLIENT RESPONSIBILITY

I, _____ (hereafter referred to as “Client”), agree to the following responsibilities:

- 4.1 **Access to Jobsite:** Client shall provide access to all parts of the jobsite where Contractor is to perform work as required by this Agreement, during normal business hours and other reasonable periods of time.
- 4.2 **Payment:** Client shall review statements submitted by Contractor and payment shall be due **30 days** following the date of the statement and delinquent if not paid by that date. If payment is not received by due date, a 5-day grace period will be applied before receiving a 10% interest charge for nonpayment. In the event of a check being “returned” or “bouncing” a \$35 fee will be charged to the Client to cover bank fees incurred.
- 4.3 **Notice of Defect or Damage:** Client shall request Contractor (via phone call for minor problems and in writing for more serious issues) to correct the defect or damage caused by addressing or providing a remedy to the problem within 2 to 5 days after receiving Client request. In some cases it may take longer, depending on circumstances beyond Contractor’s control (including, but not limited to: weather, inappropriate time of year to correct turf or landscape problem, or non-availability of materials). In the unlikely event that Contractor and Client cannot agree on a mutually-acceptable solution to written request, Contractor will consider a cost reduction to amount due or performing additional work at no charge.

5.0 TERM AND CONDITIONS

- 5.1 **Agreement Term:** Options for the length of this agreement are indicated in Section 6.0.
 - A. With a Full Season Contract, rates will not change during the Agreement period with exception to section 3.0, or a “Change to Property Layout” occurs (see below).
 - B. **Changes to Property Layout** (i.e. adding a fence, pool, etc.): We may adjust the Agreement price and a revised Agreement will be issued. In the event that the Client does not agree to the new Agreement Terms, the Contract may be canceled per terms specified in section 5.7 below.
- 5.2 **Billing Statements** will include work from the previous month of services.
- 5.3 **Monthly Payments** are due at the office of Contractor 30 days from statement date.

- 5.4 **Late Fees** of 10% will be applied if payment has not been received in our office before the end of the 5-day grace period.
- 5.5 **Scheduled Visits** are set to maximize worker productivity by minimizing travel time between jobs. Due to uncontrollable conditions (especially weather and traffic) we cannot specify an exact date and time of service.
- A. All lawn maintenance is scheduled the same day each week. If uncontrollable conditions prevent us from maintaining the lawn on the scheduled day, we will come the next available day. The next week's visit will be on the regularly scheduled day (assuming it's at least 4 or more days from the off scheduled visit).
 - B. **Canceling a Scheduled Visit:** We need to be notified 2 days before your normal scheduled service to let us know you want to be skipped. If the lawn is skipped at your request and we find the lawn to be overgrown on our next visit we may add up to an additional 50% surcharge to the "per visit price" to cover the additional time needed to perform maintenance and/or additional wear on our equipment.
- 5.6 **Agreement Cancellation:** Outstanding balance must be paid in full. Client has the right to cancel this agreement without penalty:
- A. Via written notice within the first 30 days of signing this Agreement.
 - B. With 30 days written notice that:
 - 1. The Contractor has failed to comply with all written aspects of this Agreement.
 - 2. You or your spouse are active military, are transferred out of the area, and you sell the property.
- 5.7 **Cancellation Fee:** A cancellation fee of \$100 will be incurred if:
- A. Client does not approve the new Agreement Terms set forth for "Change to Property Layout" in section 5.1B of this Contract and wishes to cancel Contract.
 - B. Client fails to provide appropriate 30 days written notice as specified in section 5.6 above.
- 5.8 **Assignment:** This Agreement provisions and conditions may be transferable by:
- A. Client to new property owners or tenants for the remainder of the current term under the same provisions and conditions set forth by this agreement.
 - B. Contractor to another qualified lawn Maintenance Company so long as they conform to the same responsibilities and adhere to the same provisions and conditions set forth by this agreement.

TERM LENGTH AND SERVICE OPTIONS

Provided for:
Property Address:
City, State, Zip:

Service Agreement Length	
Start Date: ___ / ___ / ___	End Date: ___ / ___ / ___
Pay As You Go:	
Full Season Agreement:	

- A. Please initial next to your chosen Service Plan.
- B. Provide your "Acceptance" signature and date on one copy.
- C. Keep one copy for your records and return the signed copy to us.

Service Plans: Plan descriptions are as follows:

- A. **Pay As You Go:** This option gives you more flexibility to pay as you go but doesn't give you the consistency or discounted pricing that our Full Season agreement offers. Longer contracts offer more discounted pricing.
- B. **Full Season:** This option gives you the best price available and is based on either a weekly or bi-weekly schedule. For a Full Season term (average Wisconsin lawn season is March 31st – December 1st).

Payment Instructions: Send no money now. Payment for previous month's work will be due 30 days from invoice date. Statements are sent out the 1st of each month.

Service	Pay As You Go Price	Full Season Agreement Price	Approximate # Of Visits Per Season	I Agree To The Initialed Services
Single Lawn Mowing	\$60 Minimum	N/A	1	
Every-Other-Week Lawn Mowing	Weekly Mowing Price + 40%	Weekly Mowing Price + 20%	15	
Weekly Lawn Mowing	Weekly Mowing Price + 5 %		30	
Shrub Trimming			2	
Mulching			1	
Spring/Fall Cleanup			1	
Leaf Removal			2	
Additional Service Request				

Leaf Removal: Please initial next to your chosen option.

: Leaf Removal **included** in the service agreement. I understand leaf removal completed by **Yard Smart, LLC** will be billed at a rate of \$50.00 per man hour.

OR

: Leaf Removal **not included** in agreement. I understand that leaves must be off all turf areas to be mowed before mowing is begun. Any leaf removal completed by **Yard Smart, LLC** will be billed in addition to the mowing at a rate of \$50.00 per man hour.

ACCEPTANCE: I request **Yard Smart, LLC** provide maintenance services as described herein and I have initialed next to the Service Plan that I want, above.

Purchaser/Owner/Agent

Date

Yard Smart, LLC Representative