

# Lawn Care Agreement

#### TERMS AND CONDITIONS

#### **Satisfaction Guaranteed**

You deserve amazing service. The kind you can't wait to recommend to your friends and neighbors. We strive to be that service and we want to earn your business forever. If for any reason you are not delighted with your service, just let us know within 24 hours after your service and we will fix it for FREE. If you are still not happy, you'll GET YOUR MONEY BACK!

#### **Assigned Lawn Service Day**

Ozarks Outdoor Solutions, LLC (OOS) schedules lawn services Monday thru Friday, ensuring that you are assigned a specific service day throughout the season. Although we assign a specific mowing day, the time of your service may vary from week to week. On rare occasions we need to adjust our schedule to ensure that we have the time at your home to provide a quality service. If a schedule change is needed, we will contact you before we make any changes.

#### Mowing Schedule - Rain Delays

If weather prevents us from completing your scheduled service, we will reschedule that service at the next available opening. Lawn care services will generally be rescheduled for the next day, and our system will keep you notified by email. If we are unable to complete your service due to a heavy rain all day, we will adjust the rest of the week's schedule by one day so that we will service all remaining lawns the day after their scheduled day. Some services may be moved to the weekend. To avoid excessively long grass, we will mow even when the lawn is damp.

#### **Skip Mowing Service**

OOS will continue to mow weekly and bi-weekly yards as scheduled regardless of the growing conditions of the grass. Please note that our crews will mow as scheduled and will not be responsible for determining if your lawn needs to be mowed. It is your responsibility to contact OOS to skip a scheduled mowing. Please use the 24 hour notification to process your skip requests. These are submitted by text and email, at approximately 9am the day before. Requests to skip received after 7pm may not be processed in time. Should you use a landline as your primary means of contact, please call our office for any re-schedule requests (417)501-5017. Service will be resumed the following week. Should you call and ask that your

yard not be mowed, for whatever reason, OOS will honor that request without charge. OOS will resume the regular schedule after the skipped service, unless you specify that more than the upcoming service is to be skipped.

#### **Cancellations**

Services may be canceled anytime you wish, for any reason, without a cancellation fee. If you do not cancel your service, OOS will return to your house from week to week throughout the season until you do cancel. Cancellations must be submitted by 5pm the day before the mowing of the service to be discontinued. Promotions not included.

## **Holidays**

We are closed Easter, Memorial Day, Independence Day, and Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day. On weeks when one of these national holidays fall on a weekday, we will be submitting scheduling updates by email, the week prior. Please contact our office with any concerns.

# **Mowing Height**

In order to keep your turf healthy, we only remove the top 1/3 of the grass blade. During the spring and fall growth periods, the faster growth will give a less desirable appearance between services. Within the office we joke that we could mow every three days and it may be often enough to stay on top of things! If requested, we can mow at shorter heights, but OOS will not be responsible for damage to your turf or its appearance.

#### **Gates and Pets**

All pets must be indoors and all gates must be unlocked on mow days. If we arrive to your property and cannot perform service due to a pet in the yard or a locked gate, you will still be charged. Our crews will be very careful about closing gates before they leave, but we cannot guarantee that a pet will not escape from the yard, therefore, you must accept our service with this provision. OOS is not responsible for lost or injured pets.

### **Obstacles in the Yard**

Please remove all small items such as potted plants, toys, hoses, pet waste, and other items in the yard before our technicians arrive each week. If these items remain in the yard then we will trim around them. Large items such as lawn furniture and swing sets will not be moved. OOS is not responsible for damage to exposed sprinkler lines, other lines, cable, dog fence lines, and other items.

# **Trampolines**

We do offer a trampoline service, which entails moving the trampoline to mow under it, and replacing it back to its original position. There is a small charge for this service. Trampolines will not be moved or trimmed under if this service is not purchased for each visit. OOS is not

responsible for broken items or any injuries that result from use of these items after they have been moved by our technicians.

## Watering

We ask that you do not water the lawn on your service day until after your service is complete. Wet grass can cause clumping and streaking.

## Invoicing

Invoicing is sent electronically through email unless a print invoicing is requested. The emails come from the address "mail@serviceautopilot.com" and are commonly stopped by spam filters. If you have not received an email invoice within two days of your service, please double check your spam folder. If you still can not locate your invoice, please call (417) 501-5017 so that we can help correct the issue. You may also find your invoices and other service related information on our customer portal or mobile app.

#### **Payment**

We offer two main payment methods for services and tips.

# Paper Check

Paper checks can be mailed to 404 W South Street #2241, Nixa Mo. 65714. \*\*Our invoices do include the credit card fees. When writing a check, please do not include that in your total, and when the check is processed, that charge will fall off. If you forget, and accidentally overpay, you'll have a credit applied to your next service.\*\*

#### **Credit Card**

We strive to provide the most convenient service possible and payments should be no exception. We provide online credit card processing through our secure online invoicing system. To ensure this process is as seamless as possible, we ask that you add your credit card information to the client portal. This makes online payment quick and convenient. If you choose not to provide a credit card, payment must be received prior to the next service. If payment is not received, service will be placed on hold until payment is made.

### Sorry, No Cash

In order to provide the most efficient and cost effective services, our crews do not accept cash at time of service. This includes tips. This is to protect our customers as well as our crews in the event there is a misunderstanding. If cash payment is your only option, a company representative will come by your home after the service to pick up the payment.

## **Late Payment**

All invoices are "Due On Receipt". Any invoice that remains unpaid at 30 days will be assessed a 5% late fee, and all scheduled services will be placed on hold until the account is brought back into a current status.

If any balance due grows beyond 60 days past due, another late fee is assessed before being placed with a third party collections firm. After it is forwarded to collections, an additional 40% fee will be added to the balance due, possible daily interest, reporting to the three major agencies, as well as reasonable attorney's fees and court costs, should those be necessary. At that point, all communication regarding your account, and any subsequent payments, will be through them.

## **Monthly Billing**

An account is eligible for monthly billing after one month of good payment history. Monthly billing applies to recurring services that total less than \$200 per month. If a Monthly Billing Form is on file, payments will be charged automatically at the end of each month. One time services like shrub pruning and mulch installation are not eligible for monthly billing. These services will be invoiced at time of service and are due upon receipt.

#### **Declined Cards**

In the event that your card is declined while OOS is performing a manual entry, we will try the card again the following day. If your card does not go through a second time, the next service will be put on hold until we are able to reach you. A quick response with another form of payment will result in being promptly put back on the schedule.

#### **Convenience Fees**

If using a credit/debit card to pay your invoice, there is a 3.5% credit card processing fee added to the invoice. This fee is charged by the credit card processing company.

#### **Customer Service**

You can leave a message for customer service at oos@ozarksos.com anytime or reach customer service at (417) 501-5017 between the hours of 8 am and 5 pm Monday thru Friday. Excluding holidays.

### **Additional Fee**

Depending on the condition of the property when we make our first visit, it may be necessary to charge an extra fee if the grass is taller than a normal height, the edges are overgrown, or other conditions exist. If these conditions exist, we will charge an "Overgrown Lawn" fee that starts at \$16.49 for small lawns and increases as lawn size increases. We do not guarantee the appearance of the turf area if turf is overgrown upon arrival.