

## Terms and Conditions

**1. TERMS.** The terms of this agreement are **for the duration of the growing season (April-October)**. Client may terminate this agreement but will be subject to an early termination fee of 50% of the remaining balance of services.

**2. INCLEMENT WEATHER.** The Contractor's ability to perform Work is affected by the weather. If inclement weather occurs, which prevents the Contractor from performing any regularly scheduled Work, the Contractor will attempt to complete the Work the following day or as soon as practicably possible. The Contractor assumes no liability for any adverse or negative consequences experienced by the Client as a result of the Contractor being unable to perform scheduled Work as a result of weather.

**3. PETS.** On Client's scheduled mowing day, Client shall remove all pet waste from Client's yard and as a safety precaution, pets shall be removed from the yard as well. In the event Client fails to remove pets from Client's yard, Contractor shall not be required to perform the Work.

**4. PAYMENT** Contractor will be paid for Work performed under this Agreement as follows: Contractor will be paid for services selected by the Client, per the rate information as detailed in the Estimate. Contractor will provide an invoice to the Client on a monthly basis. Client shall pay all fees due hereunder within 15 days of receipt of an invoice from Contractor. For amounts that are 30 days past due, Clients shall be charged a late fee of \$5.00, interest at \$1.75%, and any reasonable attorney and/or collection fees incurred in collecting such past due amounts. Contractor reserves the right to terminate this Agreement, without notice, should any invoice remain unpaid for more than thirty (30) days. After such termination, the Contractor shall have no further obligation to the Client to provide the Work as described in this Agreement, provided, however, that termination by Contractor shall not affect any remedy or remedies for payment or otherwise to which Contractor is legally entitled.

**5. INDEMNIFICATION.** Client agrees to indemnify, defend and hold harmless the Contractor and its members, managers, officers, directors, employees and agents, from and against any and all claims, losses, liabilities and demands, including attorney's fees and expenses, (collectively "Losses") arising out of or in connection with the Client's breach of this Agreement or the Contractor's provision of the Work hereunder except to the extent such Losses are directly and exclusively caused by the gross negligence or willful misconduct of Contractor.

**6. SEVERABILITY.** If any provision of this Agreement shall be held, declared or pronounced, void, voidable, invalid, unenforceable or inoperative for any reason by any court of competent jurisdiction, government authority or otherwise, such holding, declaration, or pronouncement shall not effect adversely any other provisions of this Agreement, which shall otherwise remain in full force and effect and be enforced in accordance with its terms and the effect of such holding, declaration or pronouncement shall be limited to the territory of jurisdiction in which made.