



Earth Works Lawn & Landscape Terms & Conditions for Lawn Maintenance

Hours of Operation

Office hours are 9:00 a.m. to 4:00 p.m. Monday through Friday.

Site service days will be Monday through Friday. Saturday service may be required at the sole discretion of Earth Works Lawn & Landscape. We do NOT work on Sunday.

Service Schedules Changes:

Earth Works Lawn & Landscape observes national holidays and properties will be serviced on a varying day. Early week holidays may cause your service to be done late in the week the week prior.

All schedule changes shall be made through the office. In order for us to guarantee a schedule change, i.e. skip service, to get service or add extra services you MUST email or call before 2:00 p.m. the day prior to your regular service day. If your lawn is serviced on Mondays you will need to email or call Friday before 2:00 p.m. If the call/email is received to skip service the day of the service and the crew shows up at your lawn, you will be charged. We will take the weather into consideration.

If we have heavy rains during the week, our schedules will run ½ to 1 day behind. The crews continue to work until all possible properties are serviced. Those properties that have not been serviced will be rescheduled for the regular service day the following week.

If after a heavy rain, you feel your property is too wet to cut, please notify the office immediately. This is a decision that the crew will not always make to your satisfaction. The same is true of drought conditions. If we route your property, your property will be serviced. Let the office know, in advance of service, that you do not want it done. We have tried making these determinations and have found that not everyone sees these conditions in the same way.

Earth Works Lawn & Landscape cannot guarantee same day service each week.

Additional Work:

Standard services include: grass cutting, trimming, and blowing of the lawn. This does not include leaf cleanup or weeding of flowerbeds. Additional services i.e.: hard surface edging, spring and fall cleanup, flowerbed weeding, are available and can be completed at the Client's request at an additional cost billed separately. If you request extra work you will be billed for extra work.

A division of Irish Ayres Enterprises, LLC
9830 Portage Rd., Portage, MI 49002-8260
269-382-LAWN (5296) ~~ please call for the fax #
info@earthworkslawnandlandscape.com



All non-scheduled work must be approved by the office. Onsite crews are not authorized to perform additional work without approval. Approved additional work may not always be done at the scheduled visit or by the regular service crew.

Site Conditions:

For the safety of all when our crew arrives at your property, please make sure all family members and pets are inside so they are not exposed to any debris that may be thrown from the equipment.

Earth Works Lawn & Landscape will not repair or replace damaged or broken sprinkler heads. Equipment installed and working properly should never be damaged by lawn equipment. Sprinkler equipment failure is not the responsibility of the lawn maintenance crew, i.e. pop-ups that don't return to the proper position are equipment failure.

Earth Works Lawn & Landscape shall not be responsible for damage caused by our equipment to any exposed wires, cables, electrical cables, etc. that are not properly installed.

Earth Works Lawn & Landscape is not responsible for foreign matter left on the lawn, i.e. toys, hoses, paper, etc.

Earth Works Lawn & Landscape is not responsible for containing pets on your property. Our crews will make every effort to make sure gates are closed but will not assume responsibility for your pets. Also, if there is a dog in the backyard on the scheduled service day and our crew feels threatened by the pet we will not mow the backyard.

Workmanship:

Any quality concerns or issues need to be communicated to us, preferably via email within 24 hours of the event in order for us to rectify the situation. We cannot make adjustments for fees or to the service received after that time. Every other week services or client requested skip services may result in quality issues not covered by the preceding statement. We do not recommend every other week service or skipping services

Photos/Advertising: Earth Works Lawn & Landscape reserves the right to take photos of your property for publication on or in promotional materials. All photos remain the sole property of Earth Works Lawn & Landscape.

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Payment Terms:

The service will be billed via email on or about the 25th of each month covered under this agreement and is due and payable by the 10th of the following month via check or cash only. We do not accept any debit or credit cards or other forms of payment. All amounts due and owing under this agreement shall be charged one and one half percent (1.5%) per month for any amount due over thirty days. Any amounts required to collect past due amounts will be added to the total outstanding balance and be due and payable under this agreement.

Additional Charges:

Fuel surcharges will be assessed if the price of fuel exceeds \$4/gallon. Double cutting will be extra and will be done at the discretion of Earth Works. There will be a minimum \$15 per time surcharge for excessive dog droppings in the lawn. If your service is suspended for non-payment and the lawn is long when service resumes there will be extra charges for the additional time it takes to perform the normal service.

Terms of Agreement:

Either party may cancel this agreement with thirty (30) days' notice mailed or emailed to the party at the addresses listed in this agreement. During this thirty (30) day period, lawn service will continue at the normal rate agreed upon under this agreement. Upon cancellation, the monies due for service provided up to and including that date shall be due and owing by the 10th of the month following cancellation or 15 days after last day of service whichever is soonest. Accounts may be cancelled or suspended without notice by Earth Works due to nonpayment or late payment. The term of agreements shall be ongoing from year to year. If there is any change in the service fee from year to year, you will be notified in writing by February 28 of the year the service is to be provided. Client changes in ownership, bankruptcies, receiverships etc. must be indicated in writing 20 days in advance and may require a new signed service agreement.

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