

MORNING STAR LAWN CARE, LLC
2025 LAWN MAINTENANCE CONTRACT
TERMS AND CONDITIONS

1. Lawn Mowing

Included with weekly lawn mowing are mowing, string trimming, and blowing each week. Edging of all concrete areas will be completed every other week.

2. PLEASE MAKE SURE YOUR LAWN IS PICKED UP BEFORE WE SHOW UP FOR SERVICE:

We cannot be responsible for children's toys, dog toys, garden tools, garden hoses, faulty or improperly installed irrigation heads, or any other obstacles that mowers may run over in your lawn.

3. BAGGING:

If you sign up for grass bagging, an extra fee will apply every mow unless otherwise agreed to on a custom estimate.

4. HEDGE TRIMMING AND PRUNING:

Plant pruning will be completed at least twice a year, this helps maintain healthy, attractive plants all season unless otherwise agreed to on a custom estimate.

5. MULCH INSTALLATION:

To enhance the appearance of your landscape, retain moisture in planting beds, and slow weed development. We offer red, black, or brown colored mulch.

6. ROCK INSTALLATION:

To give your landscape that attractive look, we will give you several different options of rock for us to install in beds.

7. FALL CLEANUPS:

Fall cleanups can include leaf cleanups & core aeration during the month of November. Leaf cleanups include cleaning the leaves from the landscape area & blowing/raking the leaves from your lawn. Core aeration includes making small holes in your lawn, Core aeration is necessary to relieve soil compaction and to allow air to circulate around the grass roots.

8. CONTRACT TERMS:

The term of the agreement is one growing season, our growing season is April through November, When you accept your service quote you have formally exempted these terms and conditions

9. CANCELLATION:

Either party may cancel the contract at any time. Cancellations may incur a cancellation fee of up to 50% of the total contracted amount. All cancellations must be submitted with a written notification of the cancellation 15 days prior to the cancellation of service. Due to scheduling complications, you may not cancel your service within 15 days when your property is scheduled for service.

10. WATER USAGE

By accepting this estimate, you agree to provide MORNING STAR LAWN CARE 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, or canceled, and/or additional charges may apply if water is not available at the time of our arrival.

11. PROPERTY

By accepting this estimate, you understand that the service will be performed at the agreed-upon service address. It is your responsibility to procure any and all necessary property surveying, permits, etc., unless otherwise discussed.

12. 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. MORNING STAR LAWN CARE 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 requests or matters out of our control, the compensation amount may change. Additional service requests or changes may be scheduled for a later date.

13. COURTESY AND SAFETY

While MORNING STAR LAWN CARE 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 MORNING STAR LAWN CARE is fully insured.

14. 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 may be applied for the time and labor devoted to the removal of these items.

15. DAMAGES

MORNING STAR LAWN CARE Cannot be held liable for any damages that may be out of our control, including ground status during excavation. We cannot be held liable for any damage to our work should surrounding features or structures fail.

16. PROMOTION

MORNING STAR LAWN CARE may take photographs of your property, in terms of "before" and "after" purposes. By accepting this estimate, you grant us permission to take such photographs and give us the sole right to the property of these photographs.

17. WARRANTIES AND EXCLUSIONS

Contractors shall not be liable for any damages caused by acts of God (including without limitation, extremely cold or draught, flooding, storms, rain, etc.)

The contractor's sole responsibility for any breach of these warranties shall be, at its discretion, to repair or replace it or to issue a refund for the plant or work affected. THE WARRANTIES EXPRESSLY SET FORTH HEREIN ARE STRICTLY LIMITED TO THEIR TERMS AND ARE (TO THE EXTENT PERMITTED BY LAW IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR FITNESS FOR A PARTICULAR PURPOSE.

18. EXCLUSION OF DAMAGES

Under no circumstances shall the contractor be liable for any special incidental, or consequential damages.

19. SCHEDULING & INSPECTIONS

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. Lawn care (mowing) services are placed on a weekly schedule and adjusted as needed throughout the season by our professionals. Please note that if we 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 may be assessed to your account.

20. 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 we are 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.

21. EXTRA CLEAN-UP DUE TO STORMS 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.

22. 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 \$80 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.

23. Mowing Service and Skips

We provide reliable and professional mowing services designed to keep your lawn in excellent condition

throughout the growing season. For weekly and bi-weekly mowing customers, the following rules apply:

Weekly Mowing Service:

Each week, we will mow your lawn, trim the edges, and blow the grass clippings off driveways, walkways, and other hard surfaces. We also edge all concrete areas every other week.

You are entitled to two free mowing skips per year. These skips can be used when you request not to have a scheduled mow (e.g., due to vacation, weather conditions, etc.). Skips must be requested at least 24 hours in advance.

After using your two free skips, you will be charged 50% of your regular service fee for any additional skips during the growing season.

Bi-Weekly Mowing Service:

The bi-weekly service follows the same mowing, trimming, and blowing protocol as our weekly service but is performed every other week.

You are also entitled to two free mowing skips per year. These skips must be requested at least 24 hours before your scheduled service.

After using your two free skips, you will be charged 50% of your regular service fee for each additional skip request during the growing season.

Please be aware that requesting a skip within 24 hours of your scheduled service or exceeding the two free skips may result in a charge of 50% of your regular service fee per skipped event.

We are committed to maintaining your lawn's health, and skipping mowing may sometimes be necessary for optimal grass growth, particularly during dry or excessively rainy periods. If we assess that your lawn does not require mowing due to weather or grass conditions, we may proactively skip your service to prevent damage to your lawn, and this will not count toward your free skip limit.

24. REQUESTING TO MOW SHORTER

Please be advised that we mow at a 3 1/2-inch blade length during the spring/fall and 4 inches during the summer. This guarantees optimal health, quality, and aesthetics of your lawn. Mowing shorter than 3 1/2 – 4 inches 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.

25. 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.

26. 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, voicemail, or e-mail. Please leave your contact information and describe the issue in detail. If you contact us after regular business hours (Monday through Saturday 8:00 am to 5:00 pm), 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 circumstances that could prevent us from correcting the problem at no charge.

27. ELECTRICAL USAGE

By accepting this estimate, you agree to provide MORNING STAR LAWN CARE the right to use an on-site source of electricity as needed to complete the stated project without compensation.

28. REMOVAL AND REPLACEMENT OF PROPERTY

Removal and replacement of grills, patio furniture, planters, and children's and pets' toys, 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 the yard, we will not be responsible for breakage, storage issues, or proper return to the original area. An additional charge may be applied for the time and labor devoted to the removal of these items.

29. PAYMENT AND SCHEDULING

Payments/Remittances are accepted either by check or secure payment gateways through Jobber/Stripe applications. Your preference for payment must be selected prior to the first services being scheduled for your property. If you choose to complete your payments via the secure payment gateways, 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 MORNING STAR LAWN CARE for the purpose of collecting payment for services performed by MORNING STAR LAWN CARE in accordance with your service agreement. If electronic payments are chosen, by default, we will initiate the payment each time remittance is needed, however, you may sign up to personally remit manually each time services are rendered. Cash and Check payment options must be rendered the same day of service and extended up to the date of the next day of service unless otherwise agreed to on an authorized estimate for yearly service. MORNING STAR LAWN CARE will not be able to extend services if payments are not rendered at the time of the next service and the customer may be subject to the cancellation policy referred to herein.