

STANDARD MOWING SERVICE AGREEMENT

Ver. 8/2020

Thank you for choosing **Carolina Outdoor Creations, Lawn & Landscapes**. Our prices can't be beat and very soon you will see that our service is outstanding. We have one of the easiest methods of pricing mowing service on your property. We make it extremely easy to become our customer. We also have one of the easiest billing methods and payment solutions. We use email for invoicing and payments are made automatically via your Credit Card of choice.

**WHEN YOU CLICK THE "YES" BUTTON ON OUR GET STARTED NOW WEB PAGE
YOU ARE INITIATING THE PROCESSES THAT MAKES YOU ONE OF OUR NEWEST CUSTOMERS.
YOU ARE ALSO AGREEING TO THE TERMS OF SERVICE SET FORTH IN
THIS STANDARD MOWING SERVICE AGREEMENT.**

***Please Note:** The information you provided on our Get Started Now web page will be used to identify you and your property. It is very important to provide accurate and valid information. Full name, complete address, best telephone number, email address, visit frequency and property size are all **required** in order to validate your Standard Mowing Service Price. We will verify each property, the owner, and acreage associated with the property. Adjustments will be made for heavily wooded properties, so please choose your **actual acreage** (the truth is appreciated). After we contact you and verify your account information you will receive a Welcome Letter from **Carolina Outdoor Creations, Lawn & Landscapes** that will provide you with lots of valuable information on how we conduct business, a list of services that we offer and useful tips for communicating with Carolina Outdoor Creations, Lawn & Landscapes staff.*

Welcome aboard!

We look forward to taking care of your property for you so you can focus on other more important things.

We will contact you very soon after you submit your Get Started Now registration form.

Thank you for your trust in us and for joining the hundreds of other satisfied clients we serve weekly.

The following is a Standard Mowing Service Agreement between Carolina Outdoor Creations, Lawn & Landscapes and you (customer).

1. NEW CUSTOMER VALIDATION:

- a. You will be contacted via telephone within 24 hours of accepting this agreement. Be sure to provide us with a valid phone number so we can contact you quickly.
- b. Phone calls will come from either 919-621-0750 or 919-710-1770. Make note and be sure to answer so we can get your account setup and on the schedule promptly.
- c. Our email address should be added to your safe sender list. We will do most of our future communication through email.

2. STANDARD MOWING SERVICE:

- a. **This Standard Mowing Service Agreement is NOT a "Yearly Contract"** binding you to a lengthy service contract. We will simply provide Standard Mowing Service based on your chosen frequency until you cancel. This Standard Mowing Service Agreement lays out some guidelines that Carolina Outdoor Creations, Lawn & Landscapes and the customer agree to follow to make the work flow as intended.

- b. Carolina Outdoor Creations, Lawn & Landscapes arrives at your property based on the frequency you selected when filling out the **Get Started Now** form (weekly, every two weeks and startup).
- c. Carolina Outdoor Creations, Lawn & Landscapes will mow the lawn (according to turf type – adjusting the cut height as needed), trim all areas as necessary, and blow off all hardscapes including porches and decks – ONE TIME per visit.
- d. Standard Mowing Service does not include Items such as Pruning, Trimming Hedges, Leaf Removal, Mulching, and other Lawn Care tasks. Other such services are offered by Carolina Outdoor Creations, Lawn & Landscapes, feel free to inquire about them by calling our office or emailing us with your questions. Our mowers are powerful and are designed to devour leaves and grass; therefore, eliminating the need to bag the nutrient rich clippings. We do not include bagging of clippings in our Standard Mowing Service.
- e. **Cancelling Service:** Please refrain from canceling on the day that we normally arrive to mow your lawn. **We ask that you provide us with a three (3) day notice so we do not provide a visit that you do not want.** We need advance notice to close your account and remove your prescheduled visit. Email us at info@carolinaoutdoorcreations.com with Subject: “Cancel Standard Mowing” to be removed from our schedule. If your account balance is zero, you owe nothing. If your account has a balance you will be required to pay the balance. It's that easy! Closed accounts become DUE immediately.
- f. **No Onsite Cancellations:** Refrain from asking the crew to “skip my lawn today” after they have arrived. Carolina Outdoor Creations, Lawn & Landscapes puts forth a lot of time, effort and money to make sure your property is maintained as agreed upon and based on the frequency of visits you indicated when registering. Asking us to skip your property once we have arrived onsite will result in a \$25 trip charge. **We simply ask that if your property will not be available to us, that you provide us a three (3) day notice via Email Only.** This advanced notice via Email allows us to remove your address from our scheduling software, anytime and from anywhere. Voice Mails will not be honored.
- g. **Skipping a Scheduled Visit:** We will allow one (1) personal skip as long as you notify the office within three (3) full days prior to our normal arrival. We reserve the right to skip a visit if we feel that it will do more harm than good to mow the lawn. This will not count against your personal skip allowance and you will not be billed for skips that we initiate. Repeated “Skips” initiated by the customer will cause your account to be closed.

3. **FREQUENCY OF VISITS, SCHEDULING AND INVOICING:**

(Weekly, Every Two Weeks and Start Up)

- a. **Frequency** - We will schedule your initial visit for the most appropriate time depending on the time of the year. Billing for your service begins on the date of our First Visit and will continue until you cancel as described above in section 2,f.
 - I. WEEKLY: every 7 days. *(Recommended to keep property looking its best)*
 - II. EVERY TWO WEEKS: every 14 days. *(Not recommended, clippings will be heavy and left behind)*
 - III. STARTUP: Startup refers to the First Time we mow your property or if you let it sit more than 2 weeks.
 - IV. TOO TALL. Instances where you have let the grass grow *too tall* and it would be considered the First Time mowing by industry standards. If the grass/ weeds are 5” tall or more we will charge extra over and above our Startup rate for your initial mowing. This charge cannot be determined until the mowing is complete and the time has been calculated.
- b. **Scheduling** visits to your property is based on your location and our availability. Customers within the same neighborhood get serviced on the same day. Likewise customers within the vicinity of each other will most likely be serviced the same day even if not in the same neighborhood. We use a sophisticated scheduling program that allows us to preschedule all of your visits in advance. We can make changes to the schedule when needed and we can change your Frequency of visits for you very easily. We try to come on a set day each week; however, due to our volume of customers and weather related delays, it

can be tough to arrive at an exact time and day each week. If we get off schedule we will do our best to catch back up and get into a “normal” rotation. ***We do not specify in advance what day of the week we will arrive.***

- c. **Invoicing and Tracking** – Once our crews arrive On Site at your property they push a Green “START” button on their tablet, they service the property and return to the truck and push a Red “STOP” button. This action logs the visit in our task management system using the internet. The time and date stamp, the crew members along with GPS coordinates of your property are stored in our system. The system is accurate and virtually fool proof. Visits cannot be created or deleted by any crew member and the GPS coordinates are proof that they were at the correct location during the service.
You can rest assured that your invoice is correct.

4. **CUSTOMERS RESPONSIBILITIES:**

- a. **Communicate any and all request to the OFFICE STAFF via EMAIL or TELEPHONE.** info@carolinaoutdoorcreations.com or 919-621-0750.
- b. Refrain from telling any crew member your request as that information is not considered valid.
- c. **Obstructions** - Customer agrees to and is responsible for removing any items such as toys, bikes, tools etc. from the lawn area that would interfere with our normal performance of service. Our crews abide by our hands off policy. At no time are our employees allowed to move any items on your property. Items that are left will simply be mowed around and avoided. Uncut areas due to obstructions will not constitute a reduced rate.
- d. **General Safety** - No crew member is to be approached while using lawn equipment of any kind. Please refrain from engagement at all times and keep children and pets inside. Our visits are usually very short and the inconvenience will be kept to a minimum.
- e. **Fences and Gates** - Provide us with a Gate Code, Key Location or other means of access to any fenced in areas. If we cannot get into your fenced in area to service the property upon our normal visit then it will have to be done on the next visit. If you have a pet that is in the fenced area during our normal visit it is your responsibility to contain the animal and/ or provide us access to the property. No reduced rate for non-access to your locked fence. Properties with fences will be charged a surcharge of \$5 over published rates.
- f. **Credit Card Information Up to Date:** You are responsible for keeping your credit card up to date. Upon signing up we will place your card of choice on file in our system. In your Welcome Letter you will receive access to your Client Portal. From the Portal you can update your card information if needed.

5. **ACCOUNT STATUS:**

- a. **Active:** We keep visiting on your desired frequency – Weekly, Every Two Weeks, Monthly etc. Other Services will be performed as scheduled and account privileges are granted to you.
- b. **Paused:** We will place your account on Pause for a predetermined time frame. A future startup date is required. (I.e. during the winter months – Pause in December and set a restart date for March 1st the following year). Account remains open and in good standing. You may keep your current year pricing.
- c. **Admin Suspended:** Suspended service by us due to *Declined* Credit Card and/ or Non Payment on the account. Email is sent to you notifying you of the declined charge. Account remains open until the end of the week to allow you to update your Credit Card information. You may lose your current pricing if your account closes due to a declined credit card.
- d. **Cancelled Services / Open Account:** We will cancel the services we have scheduled for you and leave your account open for future services should you decide to return. Future services will be performed at the then current price schedule.
- e. **Cancelled Services / Closed Account:** Your account will be closed and placed in Former Customer folder. No further services will be performed. Account Balance becomes DUE Immediately. Closed accounts lose their seniority and favorable pricing privileges.

6. BILLING AND PAYMENTS:

Billing:

- a. Invoices are generated on a weekly basis and billed out each Tuesday for the previous week's work. Credit cards are automatically charged the amount on each invoice and a copy of the Invoice is emailed to you marked as PAID IN FULL.
- b. Should you have an invalid credit card on file and your payment is declined, you will receive an email to that affect. During the time your card is invalid your account will be placed in Admin Suspended status (5-c) and will no longer receive service. You will have until Thursday of that week to update the information on file. The invoice will be charged again on Friday morning of the same week. If your card is declined again your account will be placed in **Cancelled Services / Closed Account** status (5-e).
- c. One Time projects are due upon completion and will be billed the day they are completed. Payment for these types of projects is expected upon completion.

Payment Options: Credit & Debit cards. No Checks - No PayPal - No Cash.

WE ONLY ACCEPT MAJOR CREDIT/ DEBIT CARDS FOR PAYMENTS.

(Visa, MasterCard, Discover and American Express)

- a. Upon signing up for service we will place your card of choice on file in our system. An invoice showing payment will be sent to the email address you provided when you registered online. **Please be sure to add Carolina Outdoor Creations, Lawn & Landscapes as a safe sender so that emails do not go to junk mail or spam mail.**
- b. Your information is stored off site with our credit card processor, merchant services account (Clearent).
- c. Carolina Outdoor Creations, Lawn & Landscapes is PCI compliant authorized to handle Credit Card transactions. The only credit card information we can see after it is entered in our system is the last 4 digits and the expiration date.
- d. PAST DUE accounts will incur a \$35 Late Fee which will be applied each month the invoice is overdue.
- e. Carolina Outdoor Creations, Lawn & Landscapes will suspend your service if you become PAST DUE. This will cause you to drop out of our rotation until your balance is paid in full. Carolina Outdoor Creations, Lawn & Landscapes will then decide whether to continue to provide service to you. Your service price could change if we decide to continue with your property and you may be charged extra for your next visit if it takes longer than normal to service the property.

7. LIABILITIES OF Carolina Outdoor Creations, Lawn & Landscapes AND EXCUSE OF PERFORMANCE:

- a. Carolina Outdoor Creations, Lawn & Landscapes carries full coverage General Liability, Worker Compensation, Equipment and Automobiles Insurance. Our policy protects your property from damage caused by Carolina Outdoor Creations, Lawn & Landscapes while our employees are on it as well as our employees and equipment. Any prevention, delay or stoppage due to strikes, labor disputes, acts of God, inclement weather, inability to obtain labor, government action, civil commotion, fire or other casualty and all other causes beyond the reasonable control of Carolina Outdoor Creations, Lawn & Landscapes shall excuse the performance of Carolina Outdoor Creations, Lawn & Landscapes for a period equal to such prevention delay, or stoppage. Customer hereby waives all claims against Carolina Outdoor Creations, Lawn & Landscapes for any delays or losses by reasons aforementioned. Service will resume on the next possible available date.

Thank you for your business - we appreciate it very much.

Do not hesitate to call if you have any questions or special requests

Scott Braswell, CEO

Carolina Outdoor Creations, Lawn & Landscapes – *Celebrating its 10th year in 2020*

919-710-1770 mobile

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