

Following Terms and Conditions of the agreement are below for Yourself and Green Glow Landscape Solutions. Please read carefully prior to accepting this estimate as this contract sets forth the terms of our agreement and provides important information about the contractor, the work to be performed, and the Owner/Agents obligations.

Contractor Responsibility

Green Glow Landscape Solutions shall perform work in accordance with the written terms contained or referred to in this agreement. Green Glow Landscape Solutions reserves the right to renegotiate the contract when price or scope of work is affected by changes to any local, state, or federal law, regulation or ordinance that goes into effect after the Agreement is signed

Insurance & Liabilities

Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, and any other insurance required by law. It is understood and agreed that the Contractor is not liable for any damage of any kind that is not caused by the negligence of the Contractor, its agents or employees. Contractor will comply with all licenses and permit requirements of the City, State, and Federal Governments, as well as all other requirements of law.

Landscape Maintenance Terms & Conditions

Billing

Services are invoiced each month.

(*Any invoices that are 30 days past due will be charged a late fee of \$30 from the date of the invoice for each month it is past due and in the event of default collection charges and/or attorney fees will be additional. Services will be cancelled immediately until payment is received to bring account current)

Day Of services

During each visit as needed, we will remove normal trash and debris from lawn areas and dispose of as appropriate, mow lawn areas, trim turf areas (around trees, mail boxes, mulch beds, along fence, etc.), edge sidewalk, drive, and curbs as appropriate

Green Glow Landscape Solutions does not bag clippings. Grass clippings are a valuable, natural source of nitrogen which is vital for a healthy lawn. **If there are items in the yard such as lawn chairs, fire pits, toys or other items, they will only be moved if the Green Glow Landscape Solutions employee feels it can be moved with reasonable effort and if there is little risk of damaging the item. It is the employee's prerogative to make the determination as to which items do or do not meet this criteria.

Removal of fallen branches is not included in our basic service. Fallen branches will be piled in one location off the turf. Bagging of clippings is not included in the basic service. It is better for the lawn to have the clippings recycled into the lawn. Before each mowing, trash and debris will be removed. Personal items in the yard must be removed by customer prior to mowing. Mowing will be performed every week, a turf height between 3 ½ -4 ½ inches will be maintained without removing more than 1/3 of the total leaf blade height. The mowing direction will be alternated each visit, whenever possible, to prevent compaction and enhance your lawn's appearance. Our equipment is maintained under a regular schedule to ensure excellent working conditions and safety. Change in schedule is by customer decision and must be requested only by email to Green Glow Landscape Solutions for paper trail purposes. Switching from weekly to bi-weekly will result in price increase based on current rate of services.

Service Scheduling

You will be assigned a regular service date based on your property's location and should assume that your service will occur on that day. If we are unable to service your property that day due to weather conditions or other circumstances, we will notify you via email and provide you with the makeup date. We begin servicing properties at 7am and do not work weekends except under extreme circumstances. Due to the evolving nature of lawn maintenance service routes, your service date may change but we will notify you via email if this occurs.

Property Lines

Prior to the commencement of the Work the customer will provide Green Glow Landscape Solutions with information as to the location of property lines and all subsurface utility and service lines, including but not limited to electrical, telephone and gas lines and water and irrigation pipe-lines and conduits if applicable. Contractor may rely on the accuracy and completeness of all such information and shall not be liable for damages or costs resulting from any errors or omissions in that regard. Unless otherwise provided for herein,

Contractor will be responsible for obtaining any municipal building permits required in relation to the performance of the work if applicable.

Pets

For safety reasons, Green Glow Landscape Solutions team members will not enter a front or backyard if a pet(cat, dog, turtle, etc.) is loose in that area. If an animal is in one of these areas it will be considered unserviceable at that time. The team member will attempt to contact the homeowner if they are home but if unsuccessful in this attempt, the team member will service what areas are serviceable and the customer will be billed for the full service amount and the area will be serviced on the next scheduled service date. If pets are kept on property, customer must have the lawn area free from all pet droppings when the lawn care operator is scheduled to service the lawn. Excessive animal waste may result in additional charges, customer will be charge a \$15.00 dollar fee per visit for equipment clean-up.

Client Responsibility

Access to job Site, Prompt Payment, Notice of Defect or Damage to be reported within 3 business days to Green Glow Landscape Solutions. In most cases, Contractor will address or remedy the problem within two to five days after receiving Client's request. In some cases it may take longer, depending on circumstances beyond Contractors control (including, but not limited to: weather, inappropriate time of year to correct the turf or landscape problem, or non-availability of materials). In the unlikely event that Contractor and Client cannot agree on a mutually-acceptable solution to written requests, Contractor will consider acceptance of a cost reduction to amount due or performing additional work at no charge.

Service Cancellation

The term of this Contract shall be twelve (12) months. Further, this Contract shall automatically renew for a period of twelve (12) months and each succeeding twelve (12) months thereafter, unless canceled by either party in accordance with the terms and conditions of this Contract. However, this Contract may be terminated by either party upon giving thirty (30) days written notice by certified mail of such termination to the other party. Notice in the case of CLIENT shall be given at the address of CLIENT's PROPERTY listed in this Contract. Notice shall be effective from the date mailed.

Upon cancellation any money due for services performed up and until that date shall be due within 10 days of the final visit for services made by Green Glow Landscape Solutions.

Landscape Enhancement Terms & Conditions

Landscape and Plant Warranty

GGLS, would like to thank you for choosing us as your preferred landscape installer. The installed plant material is accompanied with a 6 Month limited warranty as follows:

Limited Warranty

Your landscape is accompanied with a 6 Month limited warranty on the trees and shrubs installed by GGLS maintained per the standards below.

Newly installed landscape plants will suffer transplant shock, particularly during the hot summer months. It is imperative that plants receive proper care, so as to minimize stress. Upon installation it is then the responsibility of the owner to supply the plant with sufficient water and fertilizer (as needed) during their growing season (May to October) to keep them healthy. Trees and shrubs are warranted for one year from date of installation, and will be replaced once within the warranty period, should they die. GGLS, will make warranty replacements during the optimum planting seasons: spring and fall. Typically, replacements will take place between May 1st through June 30th and September 1st through November 15th.

Transplanted plant material(s) shall not be guaranteed or warranted under any circumstance.

GGLS, assumes no liability for replacement of plants killed or damaged by pests, insect infestation, abnormal weather conditions, or other conditions beyond our control, nor will we replace plants experiencing "seasonal die-back", when pruning and proper care will restore them to health.

GGLS, cannot warranty against weed growth in mulch or topsoil beds, due to the germination of dormant seeds prevalent in the soil.

This warranty does not cover plants that do not survive due to failure to provide normally accepted horticultural planting care and/or maintenance.

This warranty shall be void and will not apply to any plants which were originally installed by GGLS, then subsequently repaired, adjusted, moved or modified by an individual or entity other than GGLS.

Perennials have a 60 day warranty.

Annuals are seasonal and die at the end of each season and are not covered under any warranty.

How to obtain replacements.

customer must contact Green Glow Landscape Solutions within one year from the date of installation. Liability is limited to the replacement of plants and/or trees of the same or comparable plants and/or trees. no credit or refund will be given. This warranty is subject to payment of the original invoice being made within the terms of sale and account must be current.

Sod Installation

All estimates are final and payment is due upon completion. Completion is defined by the amount of sod estimated, for a specific area or location i.e. backyard, front yard etc. While GGLS makes every effort to measure accurately there are situations where the actual sod needed may be more or less than the estimated amount. This is due to the difficulty measuring abnormal shapes and geometrical designs present in a given landscape. In the event a client wants or needs more sod than the amount estimated / invoiced the original amount is still due in full and the remaining sod will be quoted separate at the same per unit pricing as the original estimate / invoice. This extra sod will be scheduled within 7 business days and will be considered a separate job / invoice payable upon completion. If there is any surplus of sod upon completion, client can choose to keep the remaining sod or have GGLS discard it at no extra charge. No refund will be given for having extra sod as GGLS made a good faith effort to have enough sod to complete your project.

Cancellation may only occur greater than 72 hours prior to the scheduled date of installation. If canceled less than 72 hours, the job will be billed for the cost of the sod materials only as sod is a perishable product and cannot be resold.

PLEASE NOTE THAT SOD AND SEED ARE NOT COVERED UNDER ANY WARRANTY. BOTH REQUIRE ATTENTION AND PROPER MAINTENANCE ON A DAILY BASIS. LACK OF PROPER MAINTENANCE FOR ONE DAY COULD CAUSE BOTH OF THESE ITEMS TO DIE.

With sod installation, more than any other service, the long-term success of the project depends largely on the homeowner. As a customer, all the power is in your hand-which is a good thing for you to be aware of. Your most important job as a proactive customer is to take good care of your new sod once it's been laid down. You'll need to water it daily for the first several weeks and apply treatments as directed. Before that time comes, though, be sure to ask informed questions. When you combine high-quality, healthy sod with a thorough installation process and proper maintenance, you can expect great results.