

TERMS & CONDITIONS

2011 LAWN MAINTENANCE SEASON

In the event of an increase in diesel fuel prices over \$0.95/litre we will itemize a fuel surcharge that will fluctuate with fuel prices on fuel consuming services.

We require your written confirmation for the upcoming lawn maintenance season. We require a written record of your confirmation **to be returned to our office before we will commence with our services for the upcoming season.** In the following letter, our services are outlined, as well, as our limitation of liability.

1. All lawn maintenance visits will be scheduled on an as required basis which in most cases results in weekly visits (with the exception of heavy growth due to favourable conditions whereby Lawnscape reserves the right to increase cutting visits as required, ie. a five day rotation rather than a weekly) and with the exception of drought or lawn dormancy due to heat stress whereby maintenance visits will be reduced in frequency.
2. Weekly maintenance visits on the specific requested days will be done at our best effort, however weather is a factor (ie. rain, wet ground areas, conditions favouring heavy growth etc.) and all target days may be subject to rescheduling for these reasons.
3. Frequency of maintenance visits is left to the discretion of Lawnscape.
4. LAWNSCAPE will not be held liable for damage to irrigation systems/in ground lawn sprinklers. Sprinkler retraction systems fail frequently resulting in sprinkler heads remaining above ground and hidden in longer grass prior to cutting. It is the homeowners responsibility to maintain these systems and to mark all sprinklers prior to de-thatching and aerating services.
5. If you have chosen a monthly/ equal billing contract rather than per visit contract, please read the conditions outlined in the "understanding equal billing" literature attached.
6. Monthly payments are recommended to be in the form of post-dated cheques that are dated for the end of each month and are received by us at the start of the season and deposited into our account on a monthly basis.
7. If, in the event of a 'call back' for additional services above and beyond regular maintenance visits, (ie. pruning, garden maintenance or lawn cutting for special events) a quote and a target date will be provided for the additional services to be performed.
8. The owner/resident of the property indicated above is legally bound to pay all invoices received from **LAWNSCAPE** in a prompt manner and to report any problems occurring as a result of grounds maintenance immediately to **LAWNSCAPE**. Any invoices not paid in a 30-day period of receiving them are subject to a 3% per month interest charge. We agree to have your invoices prepared and delivered to you in a timely manner as well (approx. each month). **HST will be charged on each visit.** It is not included in your price unless otherwise stated.
9. If **LAWNSCAPE** receives payment from a private company or corporate entity for services provided, the undersigned agrees to be personally liable for any outstanding amounts owed to **LAWNSCAPE** in the event that the private company or corporate entity fails to pay invoices for any reason including bankruptcy.
10. This is a binding contract. The signee agrees to pay for the entire term of the contract if a seasonal contract or for each completed maintenance visit if a per visit contract applies.

In the event of a request to be released from this service contract due to change of address, dissatisfaction with services provided or other, LAWNSCAPE will make an informed judgment on whether or not a discount is to be applied. In the case of breaking a monthly service contract, all billing at that point will revert to a "PER VISIT" or "PER SERVICE" breakdown (and thus, each service provided will be compensated for only if LAWNSCAPE has made judgment that there is reason for adjustment).

JAMES TENNENT
LAWNSCAPE