

Lawn Maintenance Service Agreement
Superior Outdoor
PO Box 1095
Flint, TX 75762

Considerations:

Lawn maintenance is to be performed Weekly April-October* and every other week November-March*. Your regular service day will be scheduled by the lawn maintenance division manager. We maintain a regular service schedule week to week, but Superior Outdoor reserves the right to adjust your service day to accommodate more efficient routing and/or weather issues. In the event of inclement weather or a holiday, the service will be scheduled on the next available work day. If there are two(2) or more consecutive inclement weather days, your service for that week will be skipped and resume on the regularly scheduled day the following week.

*Length of service term is dependent unknown factors and varies property to property.

Lawn Maintenance is performed so that mowing of all turf areas weekly or as needed removes no more than 1/3 of the leaf blades per occurrence. Mower blades will be sharp at all times to provide a quality cut. Mowing height will be kept between 3 ¼" and 4 ¼". Mowing patterns will be alternated to prevent turf damage. Clippings will be left on the lawn as long as no readily visible clumps remain on the grass surface 36 hours after mowing. Otherwise, large clumps of clippings will be distributed by mechanical blowing or collected and removed by Superior Outdoor. Additional charges will be applied for disposal fees. Tree rings and plant beds and all buildings, sidewalks, fences, driveways, parking lots and other surfaced areas bordered by grass will be trimmed every mowing and edged as needed(bi-weekly). Areas not safe for mower operation will be trimmed. Clippings from sidewalks, curbs and roadways will be blown off immediately after mowing and/or edging using a mechanical blower.

Once enrolled in our Lawn Maintenance Route, we will provide continuous service from week to week and year to year unless we are notified of a change. It is the customer's responsibility to notify Superior Outdoor at least 24hrs prior to regular service date if a change in the routinely scheduled service is needed. If no notification is received, and the property cannot be serviced, the customer will be billed as a normal occurrence. Additionally, if regularly scheduled maintenance cannot be performed due to site conditions, unforeseen by Superior Outdoor (IE: pets/people present in service area, abnormally wet/dry conditions, locked gates, irrigation system is running, etc.), which result in additional trips being made to your property to complete services, you may be billed a minimum charge (\$35) for the occurrence even if no services are performed.

*If an irrigation system is present on your property, please adjust your run times so that your system does not run at least 24hrs prior to your regularly scheduled service day. This helps us to perform the highest quality of finished product. If you would like for us to help set up your irrigation system and

ensure that your watering is efficient and you are providing proper coverage for your lawn and landscape, please contact our offices to learn more about these services.

Fuel Surcharge-

We have included provisions for a fuel surcharge if fuel prices continue to rise as suggested by news sources. The fuel surcharge will be around \$1.00-2.00 per occurrence for most properties. This charge will only be applied if regular unleaded exceeds \$4.00/gallon.

Service Tracking & Billing Process-

Occurrences will be recorded on a route sheet completed by the crew leader each time Lawn Maintenance Services are performed. An electronic notice may be sent upon completion of service. These occurrences are entered electronically into our accounting system in which an invoice is created. Invoices are then delivered weekly for Lawn Maintenance Services in the form of a statement around the Monday following. Delivery will be made electronically if your email account is on file, unless we have been instructed to deliver correspondence via an alternative method. The statement will record all transactions from the previous week. Statements are due on receipt.

Payment Remittance:

New clients are required to keep a valid credit/debit card on file to be charged after each service*. Information can be updated through the client portal.

Payments approved to be made by check are to be mailed to:

Superior Outdoor- PO Box 1095 Flint, TX 75762

* We ask that you do not hand payments to employees performing services on your property. Mailing payments directly to our P.O. Box ensures that your payment will be delivered safely and timely.

Late Payments-

Payments not received by the following service may be subject to a late fee. Superior Outdoor reserves the right to impose a 5% late fee, suspend service, or upon written notice, cancel service for any account in which the balance is outstanding. If service is suspended due to an outstanding balance, the account must be brought current before service shall be restored. If additional work is

required to bring property back to an acceptable level in which services can be routinely performed, additional charges will be applied. In the event of default, the client agrees to reimburse Superior Outdoor for all administrative costs, collection costs, attorney fees, recording fees and/or court costs. Client further agrees to pay a \$35.00 fee for each check returned from the bank for any and all reasons. Either party may, upon 14 days written notice terminate this agreement before the termination date. This agreement shall be binding on the parties and on their successors, legal representatives and assigns.

Limitations-

Superior Outdoor will not be responsible for damage to fences, deck supports, foundation or trim of home, downspouts, pavement, sidewalks, landscaped areas, plants, trees, or other obstructions 0-6 inches from ground where trimming or edging is performed. These areas sustain normal wear and tear from the constant spinning of trimmer or edger heads. If you do not want trimming or edging performed, please specify. When grass is tall it is impossible to see all obstructions that are in the path of our equipment. Superior Outdoor will not be liable for damage to hidden obstructions. It is the responsibility of the customer to police the area for such obstructions prior to services being provided. As a way to ensure that these issues do not arise, we encourage you to regularly inspect areas serviced by our equipment for hoses, sprinkler units/equipment, outdoor furniture, toys of kids or pets, trash, and excessive limb or tree debris. Additionally, Superior Outdoor will not be liable for ensuring the closure of gates/fences located on your property. It is the customer's responsibility to check all gates/fences prior to releasing children and/or pets into a fenced yard.

Acceptance of Service Options-

We MUST have a statement of acceptance on file before we can schedule the work to begin for your program.