



## LANDSCAPE MAINTENANCE TERMS & CONDITIONS

By accepting our proposal and scheduling service with IKON Landscape, you have agreed to these terms & conditions and will comply with them throughout your relationship with IKON Landscape. This is an agreement between IKON Landscape, hereinafter referred to as the Contractor and/or we, and you, hereinafter referred to as the Client and/or you.

Contractor and Client hereby promise and agree to the following: The contractor agrees to provide the landscape maintenance services as agreed, and the Client agrees to pay the charges specified in the Landscape Maintenance Contract.

**Automatic Sprinklers/Irrigation Systems:** Do not water the night before or the day of your scheduled service. The cut will not be satisfactory — grass blades lay over when wet and blow off of debris is almost impossible.

**Sprinkler Repairs:** Properly designed and installed irrigation systems are not damaged from routine lawn service. All systems require regular maintenance and will deteriorate without it. IKON Landscape has experienced irrigators on staff, and we are happy to test your systems seasonally, prepare systems for overwintering, or make repairs when necessary for an additional cost; we do not pay for 3rd party repairs.

**Other Damage:** We are very careful when we service your lawn, but if a covered incident does happen, we will repair the damage. Contact us **immediately**, no later than 24 hours after the service where damage occurred. Damages that occur during the performance of our services shall be the sole responsibility of IKON Landscape. All approved repairs will be made by us or by an approved contractor; repairs made by others without our consent will not be our financial responsibility.

**Damages we will not cover include, but are not limited to:** air conditioning wiring, bird baths, bird houses, benches, chairs, play sets, concrete, dog beds, downspouts, drainage, shade structures, fences, fence posts, fence stain, flower boxes, holiday décor, improperly installed irrigation components, irrigation valve covers, metal edging, path lighting, pottery, outdoor curtains, retaining walls, stone edging, (brick and/or stone), stone pathways, toys, unprotected trees, trampolines, plastic pools or other swimming pools, windows. Exposed cables/wires, invisible fence dog lines, or sprinkler components/lines normally found below the surface of the lawn, disease or damage to lawns, any item hidden in the landscape and not clearly marked.

If we are required to move objects to service your lawn and/or landscape, such as, but not limited to: benches, bird baths, basketball goals, playhouses, lawn furniture, trampolines, etc., we will not be responsible for damage caused by moving the object from where we need to provide service.

**We are NOT RESPONSIBLE for damage to items left on the lawn.** The teams do their best to avoid running over hoses, toys, paper, dog bones, etc. However, these items are sometimes difficult to see, so please take a moment and collect all objects on the lawn before the service team arrives.

**WINDOW DISCLAIMER:** We are not responsible for any type of window and/or glass breakage while providing maintenance on your property from rocks, objects left in the yard, flying debris, etc. Note: Window damage and expenses shall be the sole responsibility of the customer. You accept our service with these terms.

**Season to Season Continuing Service:** We consider you our loyal customer from season to season unless we receive appropriate written communication. For your convenience, your service will be automatically renewed each year. We will contact you each year to review your service plan prior to the beginning of the season.

**Lawn Debris:** Removal of lawn debris is included as part of your routine maintenance service. Lawn debris includes anything left behind by Mother Nature (sticks, leaves, misplaced ground cover, etc.). Other items not included in our definition of lawn debris are man-made trash items — newspaper, packing peanuts, plastic bottles, paper cups, etc., as well as dog droppings. An additional charge will be applied if our crews need to pick these items up to service your property.

**Larger amounts of lawn debris** (e.g., tree limbs) caused by inclement weather, or brush piles collected by Client as a result of your own yard work efforts may require an extraneous charge for removal. Removal requests must be made directly to the client representative or office, and the pile will need to be viewed and priced before any removal can take place. Please do not approach your crew and insist that they do this as a part of your regular maintenance routine — they do not have appropriate room on their trucks to accommodate these requests, nor are they to be held responsible for doing work outside the realm of regular routine maintenance.

**Rain:** Sometimes it rains on and off and we continue to work. Sometimes your day is rained out and we just come the next day. Due to weather and conditions beyond our control from time to time, your mowing service may be off schedule. In the event of record rainfall that keeps our crews from safely and effectively visiting properties, service days may be missed entirely with no chance of a visit before the next scheduled service day. There will be no credits or refunds offered as a result of rained out days — our crews will resume regular visits when the weather allows, and we will do all that is necessary to get your property back up to excellent condition.

**Holidays:** Schedules may be moved forward or back due to a weekday holiday. The following holidays are observed by IKON Landscape: Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas, New Year's Eve, and New Year's Day. Our business is closed the days between Christmas and New Year's Day each year, and no regular service visits will occur during this time. Monthly costs are prorated over the course of the contract for simplicity in billing and payment.



**Fuel:** We are greatly affected by the cost of fuel. If fuel costs can be reduced by creating a more efficient route, rather than increasing our prices, your service day may be affected. We will provide 48 hours notice if a change to the schedule is necessary. Fuel surcharges may apply as fuel rates fluctuate. A Fuel surcharge of \$1.00 per service/visit will be charged when fuel prices are above \$4.00/gallon. When regular unleaded fuel exceeds \$5.00/gallon, the fuel surcharge will be increased the difference. I.E. If regular unleaded fuel is \$5.63/gallon, the fuel surcharge will be \$1.63 per service/visit.

**Property Access:** Client agrees to provide necessary access for Contractor to provide contracted services as scheduled and detailed

**Inaccessible Yards:** You are not required to be at home during your mowing service. Once the service team arrives we begin our systematic approach to servicing your lawn. In order to provide timely, efficient, and dependable service WE DO NOT CALL OR KNOCK on the door if a yard is inaccessible. We do not offer credits or makeup visits for missed areas due to inaccessible yards. Inaccessible Yards include, but are not limited to: locked gates, broken gates, ongoing projects, moving vans, too many parked cars, pets outside, outdoor parties, irrigation running, construction material, or workmen in a yard.

**General Provisions:** IKON Landscape is not responsible for loss related due to "Acts of God" (such as freeze, flooding, drought, tornado, hail, rain, fire, etc.). We are not responsible for damage to the property from loss of control of vehicles, water being cut off, contractors not subcontracted directly by IKON Landscape, or other actions not directly caused by IKON Landscape.

**Work Delays:** If a scheduled service is stopped due to the Client for any reason, regular charges will still be incurred for the scheduled services. If any portion(s) of the property are inaccessible on a scheduled service date, those portion(s) of the property will be skipped and regular charges will still be incurred for the scheduled service. Rescheduling of service for skipped portion(s) will be at the discretion of the Contractor and may incur additional charges.

**Locked Gates:** Our service teams are careful about locking and closing gates. If security is a concern, please make a quick check of the gate and lock for closure after our service to be certain the gate is secured. Please contact us if you find the gate/lock open, and we will remind the service team to lock every time. However, we cannot guarantee a gate will latch and the lock stays in place. You accept our service with these terms.

**Pets:** Our service teams love pets, but not all pets love us! Please make an attempt to have your pets indoors or kenneled while we are servicing your yard. We can service your property with pets around but we take no responsibility for any injury to your pets. If we think that a pet is aggressive, we will not service the property that is accessible by that pet. We are careful about locking and closing gates, but we cannot guarantee a pet will not escape. We recommend checking your gate(s) for closure after service to ensure it is latched before releasing your valuable pets into the yard.

**Changes, Complaints, and Communications:** Please make all communications, changes to service, or complaints to the client representative or office and not the service team. There is a possibility that your team leader may forget, be off the next day, or misunderstand the information. Contacting the client representative or office directly allows us to be certain that your changes or needs are noted correctly in your customer file and are placed on work orders, and it is the only approved way to request a change to service or additional services.

Please Note: The team is authorized to perform only the work listed on their work order for the day. We schedule all seasonal yard tasks according to proven best practice timelines — trust us, we know our stuff. Assuming that you know when a certain task is to be performed and interrupting the team to demand that task be done immediately is not effective, nor is it the way we run our business. All additional work requires authorization and approval of the client representative or office before proceeding. You accept our service with these terms.

**Billing Procedure:** IKON Landscape only invoices for work that has been performed — we do not bill a month ahead. That said; please lend us the courtesy of keeping up to date with your monthly payments. We run invoices on the last day of the month, and account balances are due by the 15th of the following month. A \$25 Late Fee can be added to unpaid balances for each month that such balance remains, plus all costs incurred on collection, along with reasonable attorney fees. Service will not be performed on any property with an outstanding balance beyond 30 days.

**Cancellation Policy:** This contract may be terminated for any reason by either party upon receipt of a written thirty (30) day notice of intent to cancel (non-payment of two consecutive months of service fees constitutes notice). If notice of less than thirty (30) days is given by customer, then IKON Landscape reserves the right to either bill for services in lieu of notice, or agree to termination based upon justifiable cause. Any seasonal cancellations may be subject to price increases.

**How to Contact Us:**

Email: [info@ikonlandscape.com](mailto:info@ikonlandscape.com)

Electronic notification is monitored from 8am to 5pm during the work week, and is also monitored frequently over the weekend. We prefer to use email because your message gets to us even when we are out of the office, and we can respond immediately regarding schedule changes and special service instructions. However, we're still happy to hear from you by phone, too!

**Telephone:** 801-999-4163

The office is open from 8am to 4pm, Monday through Friday. We will do our best to return your call by the end of the day if you call before 4pm Monday through Friday. Messages are checked on a regular basis