

CURB EXPRESSIONS, LLC. LAWN CARE SERVICE PLAN & AGREEMENT

2018

Curb Expressions, LLC | P.O. Box 651 | Huntington, WV 25711 | 304.733.0778 | www.CurbExpress.com

Customer Information		
NAME	PROPERTY ADDRESS SERVICED	BILLING ADDRESS
		SAME
CUSTOMER ID		
PHONE	ADDITIONAL NOTES	
ALT NUMBER		
E-MAIL		

Service Rates	
<p>Your Lawn Care Service Rate: _____ Per Mow Rate including trimming, weed eating (applicable areas) and blowing debris from walk/driveways.</p> <p style="text-align: center;">Sales Tax: _____ 6% in WV, 7% in HWV City</p> <p>Your Service Rate Total after Tax: _____</p>	<p style="text-align: center;">If Applicable:</p> <p style="text-align: center;">Alternate Rate: _____ Rate when additional work is added or eliminated from the scope of the original job on an alternate basis.</p> <p style="text-align: center;">Alt. Rate Sales Tax: _____ 6% in WV, 7% in HWV City</p> <p>Alt. Service Rate Total after Tax: _____</p>

SPECIAL NOTES

1. You may cancel your Lawn Care Service at any time. Charges will apply for all work completed before cancelation.
2. Statements will be sent out at the beginning of each month (around the 1st) for that month's mowing.
3. Billing statements show mowing projections for the month in which they are sent. The actual number of mows will rarely differ from the projections. In the event that more or less Lawn Care work is performed during the month, the appropriate charges or credits will be reflected on the following month's statement. All Landscape Maintenance charges will be billed on the following month's statement. For instance Landscape Maintenance done in July will show up on the billing statement for August.
4. You will have until the end of the month to pay your statement in full. If payment is not received by the end of the month, services may be suspended and you may incur a late fee of 5% of the outstanding balance or \$35.00, whichever is smaller.
5. Since we do not know when lawns will start growing in Spring, March and April's services will be combined into one (April) Statement.
6. Since there is only 1 expected mow to be done in November of this season (the week before Thanksgiving), October and November charges will be combined into one (October) Statement.
7. You should expect Lawn Care charges to be higher in months where the billing period contains more than the usual 4 weeks...for the 2018 season, this includes the months of April (6 weeks), May (5), August (5), and October (7).
8. A small orange lawn flag will be placed in your lawn after each mow. You may remove this flag and lay it in the general area or on your porch for us to use the next time we are out. This flag is placed in your yard to merely let you know that we were there and mowed your lawn. If you do not take down the lawn flag, we will move it to another location upon the next mow. This small lawn flag serves as an indicator that we mowed your property that day.
9. If you have any questions or concerns at any time while we are your lawn care provider, please do not hesitate to call us at **304.733.0778** or e-mail us at **info@curbexpress.com**.

2018 SEASONAL SERVICE PLAN

MARCH/APRIL⁴ - Payments Due 4/30			MAY - Payments Due 5/31		
<i>6 weeks in this billing period.</i>			<i>5 weeks in this billing period.</i>		
Weekly Lawn Care			Weekly Lawn Care		
Biweekly Lawn Care			Biweekly Lawn Care		
Alt. Biweekly Lawn Care			Alt. Biweekly Lawn Care		
Monthly Lawn Care			Monthly Lawn Care		
Alt. Monthly Lawn Care			Alt. Monthly Lawn Care		
Expected Lawn Care Charges for Month:			Expected Lawn Care Charges for Month:		

JUNE - Payments Due 6/30			JULY - Payments Due 7/31		
<i>4 weeks in this billing period.</i>			<i>4 weeks in this billing period.</i>		
Weekly Lawn Care			Weekly Lawn Care		
Biweekly Lawn Care			Biweekly Lawn Care		
Alt. Biweekly Lawn Care			Alt. Biweekly Lawn Care		
Monthly Lawn Care			Monthly Lawn Care		
Alt. Monthly Lawn Care			Alt. Monthly Lawn Care		
Expected Lawn Care Charges for Month:			Expected Lawn Care Charges for Month:		

AUGUST - Payments Due 8/31			SEPTEMBER - Payments Due 9/30		
<i>5 weeks in this billing period.</i>			<i>4 weeks in this billing period.</i>		
Weekly Lawn Care			Weekly Lawn Care		
Biweekly Lawn Care			Biweekly Lawn Care		
Alt. Biweekly Lawn Care			Alt. Biweekly Lawn Care		
Monthly Lawn Care			Monthly Lawn Care		
Alt. Monthly Lawn Care			Alt. Monthly Lawn Care		
Expected Lawn Care Charges for Month:			Expected Lawn Care Charges for Month:		

OCTOBER/NOVEMBER⁵ - Payments Due 10/31		
<i>7 weeks in this billing period.</i>		
Biweekly Lawn Care		
Biweekly Lawn Care		
Alt. Biweekly Lawn Care		
Monthly Lawn Care		
Alt. Monthly Lawn Care		
Expected Lawn Care Charges for Month:		

^{4,5} Refer to applicable number in "Special Notes" on page 1.
 *This document covers expected Lawn Care costs only. Customers who also have monthly landscape maintenance services performed on their property will see higher monthly charges than outlined here on their monthly Billing Statements.

TERMS & CONDITIONS OF CURB EXPRESS SERVICES

SN-1. TERMS, CONDITIONS, OFFERS, DISCOUNTS, SERVICES, AND POLICY MAY CHANGE OR BE TERMINATED AT ANY TIME, FOR ANY REASON, WITHOUT NOTICE AT THE SOLE DISCRETION OF CURB EXPRESSIONS, LLC.

SN-2. *It is our mission to provide property owners with professional, reliable, and comprehensive lawn and landscape management services.* Some restrictions outlined in this “Terms & Conditions” document cover circumstances on the service site which go beyond the scope and general responsibilities of Curb Express Services; either being rare/unusual, extreme in nature, and/or which were not included in the initial rate quoted to and agreed upon with the customer.

SN-3. There are no seasonal or commitment length requirements for Curb Express services. Customers may cancel or make changes to their service plan at any time.

SN-4. This document is a disclosure of the Terms & Conditions of the customer’s purchased services with Curb Expressions, LLC. The customer’s reception of this document and/or the purchase of our services serve as acknowledgment that the customer understands and accepts the terms & conditions outlined herein.

SN-5. Services MAY BE TERMINATED for any customer who does not pay ON TIME and IN FULL by the date their payment is due. Customers may not receive warnings, reminders (other than their statement itself), exceptions, or be given the ability to carry over past due balances. Late fees and/or interest charges may be added to customers’ accounts which are not in good standing. *Some customer accounts will not qualify for certain billing methods. Please see section “TC-5. Billing & Payments” for details.

SN-6. CURB EXPRESS MOWING LIMITATIONS - WHAT ALL MOWING PLANS INCLUDE: Lawn Mowing, Weed Eating along lawn edges and obstacles in yard, and Blowing (removing grass clippings from driveways and walkways). *In the late summer months, weed eating may occasionally be skipped to avoid damage to a customer’s lawn. **WHAT ALL MOWING PLANS DO NOT INCLUDE:** Mowing/Weed Eating the grass/weeds in the cracks of: driveways, adjacent roadways, curbs, walkways, concrete pads, walls, and patios, mowing/weed eating the grass/weeds in: flower/garden beds and/or other landscaped areas, under steps, decks, and porches, in areas of sparse vegetation/areas which consist mainly of dirt (unless the specific area is requested to be mowed/weed eaten by the customer in advance), weed eating entwined/tangled weeds growing up and through fences, such as chain link fences (weed eating can be done under or alongside fences but our associates cannot weed eat up the fence or against the fence itself), weed eating along: vinyl siding, some down spouts or plastic drainage, hand pulling weeds, blowing debris other than that which were a direct bi-product of a Curb Express service from driveways/walkways, picking up litter, moving or weed eating/mowing/blowing against, under, or on top of a customer’s personal property (see section TC-3. Obstacles & Obstructions on the Service Site for a list of what may be considered personal property), raking or hand collecting/pulling grass/other debris, or using a customer’s personal property (such as mowers, trimmers, and/or other landscaping tools/equipment) to complete or aid in the completion of mowing services, etc. Other limitations may apply.

TERMS & CONDITIONS

TC-1. Incidental Effects of Curb Express Services – Curb Expressions, LLC accepts no responsibility for the unavoidable and sometimes undesirable bi-products of the services we offer. The following events should be understood and expected when any service is performed, such as: loud noise caused by our equipment/machinery during any hour of daylight on the day the service is scheduled to be performed, light debris left behind in the work area, damaged grass in the work area, incidental effects of mowing such as some grass clippings on or under vehicles and other personal property, some clumping of grass or weed eaten debris noticed on lawn, some grass or weed eaten clippings in flower beds, some grass stuck to walkways/driveways, light damage to leaves of plants beside areas where weed eating is needed, light scores/marks in wooden posts, fencing, and/or borders where weed eating is needed, water in outlying areas and on, in and around personal property where Pressure Washing services are performed, risks outlined in “F254 – Curb Express Pressure Washing Waiver” (available on our website at www.curbexpress.com/pressurewashing.html), and other incidental effects of Curb Express services.

TC-2. Safety Concerns & Hazards on the Service Site - Our associates may choose to either not perform entirely or not complete services where hazards or obstructions are present or become present on the service site, including but not limited to: excessive litter, debris and other physical obstructions, presence of or suspicion of chemicals/bio hazards, aggressive animals, concentrated amounts of insects (such as bees/wasps), the detection of insect hives or other animal or rodent infestations, the presence of disorderly or violent tenants, property owners, or neighbors, drug activity, the detection of weapons on the service site or in the area, the threat of or act of theft/burglary on or around the service site, or any other circumstances, problems, or suspicions which are deemed to be a potential safety hazard to our staff. Our associates may also avoid areas where there are dense patches of poison ivy, poison oak, poison sumac, briars, thorns or work on steep or muddy/sliding hillsides or soft, wet, or sinking areas. This policy is created for the safety of our associates and all other persons/animals on and around the service site. In events where a hazard or obstruction causes a service to be interrupted or partially completed, charges will apply for labor and/or travel costs up to the point of stoppage. If over 90% of the job was able to be completed before the “hazard” occurred the customer will be billed for the full amount of the service.

TC-3. Obstacles & Obstructions on the Service Site – Curb Express associates will not 1.) pick up, 2.) move, or 3.) perform some services (such as mowing) against, under, or on top of a customer’s personal property (in most cases). “Personal Property” includes but is not limited to: litter, other debris, organic debris (piles of limbs, dirt/soil), construction materials, ladders, tools, and other equipment and machines, extension and other electrical cords, trashcans, rugs/mats, grills, yard ornaments, fountains, decorations and signs, landscape lights, plastic landscaping borders/easily damageable edging, children’s toys/equipment, sports equipment, animals/pets, animal/pet toys or accessories (leashes, food/water bowls, houses), vehicles, automotive parts, gardening accessories (tools, hoses, etc.), potted plants, patio, lawn, or deck furniture and other items large or small which are on a customer’s property that are NOT a permanent or unmovable structure/fixture on the property to be serviced. Other obstacles in a customer’s lawn may include dense patches of poison ivy, poison oak, poison sumac, briars, thorns, holes, dips, and wet/muddy, sinking, or soft areas. Customers may notice services not performed in areas where these obstacles/obstructions are present. Deductions in service fees will not be given where a customer’s personal property has caused an area to be avoided. Curb Express may also choose not to perform some services against or around utility wires/cables/meters, trees, shrubs, flowers, plants, or areas with newly seeded grass to avoid causing damage to the property or area. Weeds/grass around these areas will NOT be hand pulled through mowing services. Though Curb Express may move some items/litter out of work areas, Curb Express is not responsible for damage(s) to personal property (including the shredding of litter) that is left on the property and not noticed by our staff prior to performing certain services. We will not pick up litter or shredded litter unless that service is requested in advance. **IT IS THE CUSTOMER’S RESPONSIBILITY TO REMOVE ALL PERSONAL PROPERTY, DEBRIS, LITTER, AND PETS/ANIMALS FROM THE WORK AREA ON THE DAY(S) THE SERVICE IS EXPECTED TO BE PERFORMED SO THAT THE SERVICE CAN BE CARRIED OUT IN A SAFE, CLEAN, AND EFFICIENT MANNER. CURB EXPRESS IS NOT RESPONSIBLE FOR ESCAPING ANIMALS OR DAMAGE TO PROPERTY LEFT WITHIN THE WORK AREA.**

I understand that these services will continue as outlined (on page 2 of this agreement) unless I contact Curb Expressions, LLC. to cancel or make changes to my service plan. I understand that I may cancel these services at anytime. If I choose to cancel or make changes to my service plan, I understand that I will be liable to pay for any services completed before the cancelation or changes were requested and that change requests (such as reducing the frequency of mowing mid season) may be denied by Curb Expressions, LLC. if Curb Expressions, LLC. doesn't think it can adequately maintain the yard at the requested rate. This could result in the yard being dropped by Curb Expressions, LLC. in season. I agree to pay for the services by each month's due date. **I understand that if my payment is not received by each month's due date (which is the last day of each month) I will be charged a late fee equal to 5% of the outstanding late balance (not to exceed \$35.00 in one billing cycle).** I understand that the charges listed on page 2 of this agreement are projections only and are disclosed to give me, the customer, an idea of expected monthly costs. I also understand that weather trends throughout the season can effect these projections and associated costs. I understand that additional charges will apply when additional work is requested beyond what is listed in the plan on page 2. I have read the "Special Notes" on page 1, and the terms and conditions of Curb Expressions, LLC. services on page 3 & 4, understand those terms, and understand the costs associated with the weekly/monthly services I requested outlined on page 2 of this agreement.

Customer Signature

Date