

# LawnTap Lawn Care Services Agreement

This Lawn Care Services Agreement ("Agreement") by and between you, the party clicking through to accept this Agreement, ("You") and LawnTap, LLC. ("LawnTap") constitutes a binding agreement among the Parties. Upon the date of Your acceptance of this Agreement ("Effective Date"), You agree to be bound by the terms and conditions of this Agreement. You and LawnTap may each be referred to as a "Party" or collectively, the "Parties."

If You are entering into this Agreement on behalf of a company, organization or another legal entity (an "Entity"), You are agreeing to this Agreement for that Entity and representing to LawnTap that You have the authority to bind that Entity and its affiliates to this Agreement, in which case the term "You" or related capitalized terms herein will refer to such Entity and its affiliates. If You do not have such authority, or if You do not agree with this Agreement, You must not agree to be bound by this Agreement and may not perform Services (defined below) hereunder.

1. **Scope.** Pursuant to LawnTap's [Terms of Service] agreed to by LawnTap's customers (each a "Customer"), Customer is subscribing to the LawnTap service for the provision of lawn and yard care services ("Services"). You agree to provide the Services to Customer pursuant to the terms and conditions of this Agreement and in accordance with the Customer's order ("Order"). In order to provide the Services hereunder, You are required to use the online LawnTap platform ("Platform"), which is subject to separate terms and conditions.
2. **Customers.** As between the Parties, LawnTap will retain ownership of the Customers. You acknowledge and agree that You will not contact or provide Services to Customers other than as permitted hereunder. The foregoing will not apply to any of Your customers to whom you provided services prior to the Effective Date or that You otherwise acquire outside of this Agreement ("Your Clients").
3. **Performance of Services.**
  1. Each Order will include reasonable details, at a minimum, about the Services, Fees charged, general description of Services required, and the Customer contact information (name, physical address, phone number). You and LawnTap agree to cooperate in good faith to achieve satisfactory completion of the Services in a timely and professional manner.
  2. Once You agree to perform Services pursuant to an Order, You may not modify the Fees (defined below), unless agreed in writing by LawnTap.
  3. The Parties will each designate a representative to interface and facilitate the successful completion of the Services. You are not permitted to provide Services through a subcontractor, unless agreed in writing by LawnTap.
  4. LawnTap agrees to provide, at no cost to You, timely and adequate assistance and other resources reasonably requested by You to enable Your performance of the Services.
  5. In performing the Services, You will provide the resources, materials, tools, equipment, and utilize qualified personnel as it deems necessary to perform the Services or any portion thereof. Customer may object to Your personnel by specifying its objection to You or LawnTap, in which case the Parties will cooperate in good faith to assign new personnel or transfer the Customer to another service provider to perform the Services. You may replace personnel in the normal course of business, provided that You will be responsible for the performance of Services by all Personnel.
  6. If LawnTap reasonably determines that a Customer may be better served by a different service provider, LawnTap may transfer the Customer to a different service provider without liability, upon notice to You.

7. You will control the method and manner of performing all work necessary for completion of Services, including but not limited to the supervision and control of any personnel performing Services.

#### **4. Fees; Payment Terms.**

1. LawnTap will pay You the fees to provide the Services as set forth in an Order ("Fees"). Fees will be payable in accordance with the Order, except for Fees that Customer disputes in good faith.
2. In addition to the Fees, You will be responsible for travel expenses, payment of Your personnel, resources, materials, tools, equipment, and communications used in connection with provision of the Services ("Expenses,").
3. You will be responsible for any and all taxes related to the Services, including taxes related to your personnel, other than taxes on Consultant's income.
4. LawnTap may charge administrative or service fees, or pass through service provider fees, such as payment processor fees ("Service Fees"). Service Fees may be charged directly to You or withheld from Fees, at LawnTap's sole discretion.

#### **5. Relationship of the Parties and Background Checks.**

1. You are an independent contractor and will maintain complete control of and responsibility for your personnel, methods, and operations. At no time will You hold yourself out as an agent, subsidiary or affiliate of LawnTap for any purpose, including reporting to any government authority. This Agreement will not be construed so as to create a partnership, other joint venture or undertaking, or any agency relationship between the Parties, and neither Party shall become liable for any representation, act or omission of the other Party or have the authority to contractually bind the other Party. Any Fees, Expenses, or other amounts paid by LawnTap to You will not be considered salary for pension or wage tax purposes and neither You nor Your personnel will be entitled to any fringe benefits, including sick or vacation pay, or other supplemental benefits of LawnTap. Unless otherwise required by law, LawnTap will not be responsible for deducting or withholding from Fees or Expenses any taxes, unemployment, social security or other expense.
2. You hereby acknowledge and agree that LawnTap may conduct credit and background checks on You and Your personnel, as reasonably required to determine Your suitability to perform Services.

#### **6. Term and Termination.**

1. This Agreement will commence on the Effective Date and will remain effective until terminated in accordance with the terms of this Section (the "Term").
2. This Agreement may be terminated by either Party with or without cause upon written notice to the other Party.
3. Upon termination of this Agreement, You will immediately cease performing any Services, and LawnTap will pay You any Fees not yet paid for Services provided on or prior to termination.
4. The following Sections will survive any termination of the Agreement: 2, 4, 6.4, and 7-10. Termination of this Agreement will be without prejudice to other rights or remedies of any Party under this Agreement or applicable law, including, without limitation, any remedies for a breach of this Agreement prior to such termination.

#### **7. Warranties, Limitation of Liability.**

1. You hereby represents and warrants that:

1. You have all authority, licenses, permits, and consents necessary to enter into and perform its obligations under this Agreement, and will fully comply with all applicable laws and regulations in performing the Services;
2. Your personnel are, and will have the ability to prove on demand that they are, legally entitled to work in the United States;
3. the Services will be performed in a timely, professional, and workman-like manner by You and Your personnel, consistent with generally-accepted industry standards; and
4. You are under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement, or, to its best knowledge, which will interfere with its performance of the Consulting Services.
2. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, LAWNTAP EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-SATISFACTORY QUALITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND TITLE, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW. THESE DISCLAIMERS AND EXCLUSIONS WILL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.
3. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL LAWNTAP, OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, BUSINESS INTERRUPTION OR ANY OTHER LOSS INCURRED BY YOU OR A THIRD PARTY IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, REGARDLESS OF WHETHER THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.
4. LAWNTAP'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT OR OTHERWISE IN CONNECTION WITH ANY SERVICES, WILL IN NO EVENT EXCEED THE FEES PAID BY CUSTOMER PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. EACH PARTY ACKNOWLEDGES AND AGREES THAT THE ESSENTIAL PURPOSE OF THIS SECTION IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE FEES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF YOU WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN.
5. Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. IN THESE JURISDICTIONS, EACH PARTY'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.
8. **Indemnification.** You will indemnify and hold LawnTap harmless, from and against any claim against LawnTap by a third party, including a Customer, related to this Agreement or Your provision of Services (each a "Claim"). You will, at Your expense, defend a Claim and pay damages finally awarded against LawnTap in connection therewith, including the reasonable fees and expenses of the attorneys engaged by LawnTap for the defense, provided that (a) LawnTap promptly notifies You of the threat or notice of a Claim, and (b)

LawnTap will have the sole and exclusive control and authority to select defense attorneys, defend or settle any Claim. You will fully cooperate with LawnTap in connection with any Claim.

## **9. Confidentiality.**

1. By virtue of this Agreement, the Parties may have access to information that is confidential to one another ("Confidential Information"). We each agree to disclose only information that is required for the performance of obligations under the agreement. Confidential Information will be limited to the terms of this Agreement, your data residing in the Platform environment, Customer data, and all information clearly identified as confidential at the time of disclosure.
2. A Party's Confidential Information will not include information that: (a) is or becomes a part of the public domain through no act or omission of the other Party; (b) was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the other Party by a third party without restriction on the disclosure; or (d) is independently developed by the other Party without use of or reference to the other Party's Confidential Information.
3. The Parties each agree to hold each other's Confidential Information in confidence for a period of three years from the date of disclosure. Also, each Party agrees to disclose Confidential Information only to those employees or agents who are required to protect it against unauthorized disclosure in a manner no less protective than under this Agreement. LawnTap will protect the confidentiality of Your data residing in the Platform environment, which is incorporated herein by reference. Nothing will prevent either Party from disclosing the other Party's Confidential Information in connection with any legal proceeding arising from or in connection with this Agreement or from disclosing the Confidential Information to a governmental entity as required by law.

## **10. General**

1. Non-Solicitation. During the Term and for a period of one year thereafter, each Party agrees that it will not: (a) directly or indirectly induce any Customer or Your Client, as applicable, to patronize that Party or any similar business; (b) directly or indirectly request or advise any Customer or Your Client to withdraw, curtail, or cancel their business with the other Party; or (c) make any statement disparaging the other Party, any member, principal, officer, director, shareholder, employee or agent thereof, to any person, firm, corporation or other business organization whatsoever. Nothing herein will prohibit either Party from performing Services to Customers or Your Clients who (x) respond to general advertising by a Party, (y) voluntarily withdraw or cancel their business with a Party, or (z) contact a Party directly.
2. No Waiver. Neither Party waives any right under this Agreement by failing to insist on compliance with any of the terms of this Agreement or by failing to exercise any right hereunder. Any waivers granted hereunder are effective only if recorded in a writing signed by the Party granting such waiver.
3. Feedback. In the event You provide suggestions, comments, or other feedback ("Feedback") to LawnTap with respect to the Services or the Platform, You hereby assign to LawnTap all right, title, and interest in and to the Feedback and LawnTap will be free to reproduce, make, use, create derivative works of, display, import, transmit, distribute, license, sell, offer to sell, or otherwise dispose of Feedback (and derivative works thereof) without obligation of any kind to You.
4. Assignment and Change of Control. You may not assign any part or all of this Agreement without LawnTap's prior written consent. LawnTap may assign this Agreement at any time without notice or consent. Any attempt to assign in violation of this Section is void in each instance.

5. **Governing Law, Venue, and Jurisdiction.** This Agreement is governed by Georgia law, excluding its conflicts of law rules. Developer irrevocably submits to venue and exclusive personal jurisdiction in the federal and state courts in Atlanta, Georgia, for any dispute arising out of this Agreement, and waives all objections to jurisdiction and venue of such courts.
6. **Dispute Resolution.** Any controversy or claim arising out of this Agreement, including any controversy or claim as to requirement of arbitration, shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted in Atlanta, Georgia. There shall be one arbitrator to be mutually selected by the Parties. If the Parties are unable to agree upon an arbitrator within 30 days of the demand for arbitration having been filed, an arbitrator shall be appointed by AAA. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. In any such arbitration proceeding, the Parties shall have the right to conduct all discovery allowed under the Georgia Code of Civil Procedure. The arbitrator in any such arbitration proceeding shall make a determination as to the prevailing party and award such prevailing party its reasonable attorneys' fees, expenses, and other litigation costs incurred in bringing or defending such arbitration. In the event the dispute to be arbitrated is for disputed Fees, the arbitrator shall take into account the amount in dispute in determining how much discovery to allow and how extensive the briefing and hearings may be. In no event shall the awardable attorneys' fees and costs incurred in such dispute exceed more than fifty percent (50%) of the amount in dispute.
7. **Severability.** If any provision of this Agreement is determined by any court or governmental authority to be unenforceable, the Parties intend that this Agreement be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable.
8. **Notice.** Except as expressly provided herein, all notices, requests, demands, and other communications under this Agreement will be delivered in writing and will be deemed to have been duly given: (i) on the next day if delivered personally to the Party, (ii) on the date three days after mailing if mailed by registered or certified mail, or (iii) on the next day if delivered by courier. The Parties will send all notices to addresses listed on the Platform or at another address as may be provided by a party from time to time.
9. **Entire Agreement.** This Agreement constitutes the complete and final agreement of the Parties pertaining to the subject matter herein and supersedes the parties' prior agreements, understandings and discussions relating to subject matter herein. No modification of this Agreement is binding unless it is in writing and signed by both Parties.