Creekside Lawn Care-Service Agreement

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_____ (hereinafter "Client") and Creekside Lawn Care (hereinafter "Creekside"), agree as follows:

1. Creekside shall furnish the below agreed upon services for the property located at:

Street Address:_____, City:_____, CA Zip:_____

commencing on _____, 20_____, and terminating _____, 20_____. At the expiration of the initial term, the agreement shall automatically convert to a month to month contract and may be terminated as of the last day of any month by either party giving to the other party not less than 30 days prior written notice of intention to so terminate.

Work site (circle if applies): **Front Rear Left Side Right Side**

Service: (circle if applies): **2. Mow/Edge $_____/mo. 3. Turf Maintenance $_____/mo. 4. Pruning $_____/mo. 5. Weeding $_____/mo. TOTAL MONTHLY FEE: $_____. 6. Aeration (3x per year) $_____per service.**

2. **Mow/Edge**: Mow lawn areas weekly to maintain an even well-clipped appearance. Edge lawn areas a maximum of one time every other week. Clippings will be placed in Client's yard waste container or bagged and placed in Client's trash can. Sweep or blow off walkways, patios, and driveways as needed. There will be certain months throughout the year when client will receive lawn maintenance five times instead of the usual four times. In lieu of this, client will receive lawn maintenance only two times during the months of December, January, and February. Service will not be available on New Years Day, Labor Day, Independence Day, Memorial Day, Thanksgiving, and Christmas. **Applies if circled above.**
3. **Turf Maintenance**: Lawn areas will be fertilized 6 times per year to maintain good health, vigor, and color throughout the year. This service includes aeration twice per year. **Applies if circled above.**
4. **Pruning**: Prune and shape shrubs (excluding rose bushes) in accordance with overall aesthetics. **Applies if circled above.**
5. **Weeding**: Weeds in planter areas will be treated through spray applications of post emergent herbicides. Although consistent applications will be applied, no guarantee is given. Eighty percent (80%) control indicates treatments are working. Applications will be made up to two times per month. **Applies if circled above.**
6. **Aeration Service:** Aerate lawn three times per year.
7. **Additional Services**: All labor not included in this agreement will be charged at a our normal hourly rate or by prior bid. All materials not included in this agreement will be charged to client. Client shall reimburse Creekside for rental of equipment necessary for additional services not included in this agreement.
8. **Disclosures:**
   -On non-weather permitting days service will not be completed for that week.
   -Repairs because of storm damage, vandalism, damage done by others or conditions beyond Creekside's control such as over or under watering will be born by client.
   -Creekside employees will attempt to close any gates opened for service. However, Creekside does not assume any liability if a gate is left open.
   -Irrigation clocks and sprinkler heads can be checked at no charge to Client upon request while Creekside is performing regular weekly Mow/Edge Service. Needed repairs will be made and billed to client with prior approval.
9. **Terms of Contract:**
   -If it shall become necessary for Creekside or Client to give notice of any kind, the same shall be written and served by sending such a notice by regular mail or email to the last known address of Creekside or Client.
   -This agreement shall be binding upon the successors of Creekside, and the heirs, administrators, executors, successors, and assignees of Client.
   -In the event of legal action to collect a past due account, Client agrees to pay all collection costs including late charges of $25.00 for payments made after the 10th for service rendered the prior month, attorney's fees, and court costs.
10. **Compensation:** Creekside shall receive for services rendered, the amount listed in paragraph 1. The fee is guaranteed for the term of the contract and may be adjusted by Creekside upon 30 days written notice to Client.

Parties acknowledge having read the foregoing prior to execution and receipt of a duplicate original dated this _____ day of _____, 20_____.

_____
Client

_____
Creekside Representative

_____
Client Billing Address
Client Email:_____
Client Phones: Cell_____ Home_____
Work_____ Other_____

Authorization - Pre-authorized Payments

Customer Name:_____ Date to begin: _____

Service Address:_____City:_____Zip:_____

Phone:_____Email:_____
(required for paperless billing statements)

I (we) authorize **RAM Commercial Enterprises, Inc. dba Creekside Lawn Care**, hereinafter called COMPANY to debit my (our) ( ) Checking ( ) Savings account ( ) Credit Card (select one) indicated below.

The debit amount will be transferred on the 25th of the current month or the next business day if the 25th falls on a weekend or holiday. Unless otherwise instructed, the debit amount shall be equal to the current balance due. If funds are not available on the 25th of any month a late fee of $25.00 shall apply. This agreement may be cancelled if funds are not available on the 25th more than once in a twelve month period. NSF fees and late charges will apply to all returned items and I agree to pay them promptly.

For ACH Transactions

Depository (Bank)
Name: _____ Branch _____

City _____ State _____ Zip_____

Transit/ABA No. _____ Account No. _____

*******Attach a blank check to this authorization (VOID may be written on the check).*******

For Credit Card Transactions

Card Number:_____ Card Type: Visa MC (circle one)

Expiration Date:_____ 3 Digit Authorization Code on Back of Card:_____

Mailing address for cardholder: _____ Zip_____
This authority is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination. I understand my account must be current to begin and remain in this program.

Date _____ Signed X_____

Date _____ Signed X_____

Approved by:_____ _____
Account Manager Accounting