

# LAWN CARE TERMS & CONDITIONS

- 1. GENERAL TERMS & CONDITIONS.** This Agreement between the customer named above and Amco Ranger, provides for the lawn care services as specifically described herein below by Amco Ranger at the service address above as defined under the terms set forth herein. This Service Agreement shall remain in force for an initial period of one (1) year from the initial service date, and thereafter shall continue to renew itself on a year-to-year basis, on the first day of the initial service month, until such time as either party cancels by giving written notice at least thirty (30) days prior to the upcoming renewal. Amco Ranger reserves the right to revise the terms and/or fees listed in this Agreement upon each renewal.
- 2. SERVICE SCHEDULING.** Amco Ranger will service the property automatically, as weather permits, according to the service schedule described in this Agreement. In the event that Customer has special scheduling requests (such as locked gates, etc.), Customer is responsible to notify Amco Ranger to make arrangements before the service is due. Customer is also responsible to have the property ready for service (ex. Leaves raked, grass mowed, pets indoors, debris/toys removed) before the service technician arrives. To assure that treatments are made within the designated time periods, Amco Ranger may make applications even during rain, or when rain is likely, and use products that will not be adversely affected by rainfall. Unless prior scheduling arrangements are made by Customer with Amco Ranger, services will be performed without notification on accessible areas of the property only and Customer agrees that such treatment will be sufficient and in compliance with Amco Ranger's obligations under this Agreement until the next regularly scheduled service.
- 3. TERMINATION.** Amco Ranger's liability under this Agreement will terminate and Amco Ranger will be excused from the performance of any obligation(s) under this Agreement should (1) Customer allow another lawn care operator and/or company to treat the subject property during any term hereof, (2) Amco Ranger be prevented or delayed from fulfilling its responsibilities under the terms of this Agreement by reasons or circumstances reasonably beyond Amco Ranger's control, including, but not limited to, acts of war, whether declared or undeclared, acts of any duly constituted government authority, strikes, acts of God, or refusal of Customer to allow Amco Ranger access to the structure(s) for the purpose of treatment or carrying out the terms and conditions of this Agreement.
- 4. EARLY TERMINATION.** If the Customer does not want to fulfill the terms of this Agreement, and requests an Early Termination or downgrade of services prior to the end of the one-year Agreement period, Customer must provide written request to stop service, and the cancellation will be effective on the first day of the month following receipt of notice. Amco Ranger will charge to the payment method on file, and Customer agrees to pay, an Early Termination Fee equal to 50% per month remaining in the Agreement, plus any outstanding fees or charges that remain unpaid. Early termination fees for programs not to exceed \$200.
- 5. AMCO RANGER FEES.** It is the Customer's responsibility to notify Amco Ranger in the event of a change in their payment information. In the event the Customer's payment is declined for any reason by the Customer's financial institution, the Customer will be billed and agrees to pay a \$35 fee to Amco Ranger for time spent resolving the declined payment. In the event that Customer refuses service for any reason (including but not limited to weather) after an Amco Ranger technician has arrived at the service address, if Customer has scheduled an appointment to be present during service and is not present, or if a return trip is required due to property not being ready for service or accessible when the service technician arrives, Customer will be responsible for a \$60 trip charge. If Customer requests a return service for a pest problem caused by a non-covered pest, a trip charge of \$60 plus Amco Ranger's current hourly service rate and any material charges will be due.
- 6. CUSTOMER EXPECTATIONS.** Amco Ranger cannot guarantee 100% weed control with any single chemical application. Amco Ranger will not be responsible for events which may reduce the effectiveness of treatments such as inadvertent sprinkler operation, mowing shortly after treatment, etc. Pre-emergent herbicides are intended to prevent weed seed germination and growth, therefore do not apply turf grass seed for 120 days after or just prior to pre-emergent applications. Amco Ranger guarantees control of broadleaf weeds and crabgrass on lawns that have had all recommended services completed since Application 1 (first application of the calendar year) of the Lawn Care Program. Customers that begin the Lawn Care Program after Application 1, will have guaranteed results beginning the following calendar year. Other treatments (such as Nutsedge control, lime application, etc.) can be performed upon request for an additional charge. Customer also understands that treatment effectiveness is greatly dependent on Customer cooperation including proper mowing and watering practices.
  - (1) MOWING:** Height should be 3.5 – 4 inches to increase the density of the lawn, increase root growth, and reduce weed growth. Avoid mowing more than 1/3 of grass blades at a time and sharpen mower blades after every 20 hours of use as dull mower blades promote fungus, disease, and pests. If seed is applied, it is critical for new seed to receive water on a regular basis until mature.
  - (2) WATERING:** Daily, light watering will promote shallow root growth, weak turf, and growth of weeds like crabgrass. Instead, watering should be less frequent (2 - 3 times per week) and thorough enough to wet the soil to the depth of the deepest root. Early morning watering (before 10 A.M.) is best to keep evaporation to a minimum and minimize heat stress on the grass.
- 7. LIMITS OF LIABILITY.** Although Amco Ranger will exercise reasonable care in performing services under this Agreement, Amco Ranger will not be liable for injuries or damage to persons, property, birds, fish, animals or vegetation except those damages resulting from gross negligence by Amco Ranger. Customer will fully disclose to Amco Ranger prior to any service all relevant information regarding the service address including, but not limited to, relevant construction characteristics, water or electrical lines, sprinkler systems, or any other items that may be affected by services, etc. Failure to do so will fully release Amco Ranger from any and all liability resulting from Customer's failure. AMCO RANGER MAKES NO GUARANTIES OR WARRANTES, EXPRESSED OR IMPLIED, EXCEPT THOSE SPECIFICALLY STATED HEREIN. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 8. PAYMENT TERMS.** Payment for this Service Agreement is set up on automatic monthly credit card withdrawal(s) or charges, or billed annually for the full amount of the Agreement. Start-up Fees and Initial Service Fees over \$500 require a 50% down payment prior to scheduling with the remaining balance due at the time of service. Amco Ranger uses secure, encrypted software to process all payment transactions, Amco Ranger will take all reasonable steps to keep Customer's financial information secure and private. Amco Ranger accepts no liability for fraudulent charges made to Customer's financial resources.
- 9. NON-PAYMENT.** Customer will pay Amco Ranger's invoices on receipt, Amco Ranger may terminate this Agreement if payment is not received within thirty (30) days of the date of invoice. In the event legal action is necessary to collect any amount due to Amco Ranger, Amco Ranger shall be entitled to recover from Customer all reasonable costs of collection, including reasonable attorney's fees and expenses, in addition to any outstanding amount due to Amco Ranger. In addition, interest at the rate of 1.5% per month, being 18% annually, or the highest rate allowed by applicable law will be assessed on any past due amount owed by Customer until paid. The Agreement and any extension of its term will be effective only upon payment of the charges as provided herein.
- 10. SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement will remain in full force and effect. No part or clause of this Agreement supersedes the attached Sentricon Service Agreement, where applicable.
- 11. SERVICE AGREEMENT.** This Service Agreement (together with any attachment(s), if any) signed by Amco Ranger and Customer constitutes the entire Agreement between the parties and no other representation or statements, whether oral or written, will be binding upon the parties.