

Terms of Service for Avatar Landscaping and Construction

Effective Date: October 15, 2025

1. General Terms of Service

This Terms of Service agreement ("Agreement") is entered into by and between **Avatar Landscaping and Construction** ("Company," "we," "us," or "our") and you ("Client," "Customer," or "you"). By accessing our website, using our services, or engaging in any business with us, you agree to be bound by these terms.

1.1 Scope of Work

The Company agrees to provide the landscaping, construction, and related services as outlined in a separate, written **Service Agreement, Estimate, or Work Order** specific to your project ("Contract"). These Terms of Service apply to and are incorporated by reference into all Contracts.

1.2 Payments and Billing

Payment terms, including deposit requirements, schedule of payments, and accepted methods, will be specified in the individual Contract. Unless otherwise agreed:

- Invoices are due upon receipt.
- The Company reserves the right to charge a late fee of [Specify percentage or flat amount, e.g., 1.5% per month] on any outstanding balance.
- Failure to pay may result in the suspension or termination of services.

1.3 Client Responsibilities

The Client is responsible for:

- Ensuring the property is clear and accessible for our work crew and equipment.
- Notifying the Company of any underground utility lines, sprinkler systems, or concealed hazards not visible at the surface before work begins.
- Obtaining any necessary permits or approvals unless specifically agreed in the Contract that the Company will manage this.

1.4 Change Orders

Any request to change the scope of work (including additions or subtractions) must be submitted to the Company in writing. Changes will only take effect upon written agreement by both parties, which may involve adjustments to the price and/or completion timeline.

1.5 Limitation of Liability

The Company will perform services in a professional manner. However, the Company is **not responsible** for damage to existing features not explicitly covered in the Contract, including pre-existing faults, unmarked underground lines, or damage caused by extreme weather or acts of nature. Our liability for any claim arising out of the services shall not exceed the total amount paid by the Client to the Company under the specific Contract in question.

2. Mobile Messaging Terms and Conditions (A2P 10DLC Compliance)

These Mobile Messaging Terms and Conditions govern your receipt of text messages from **Avatar Landscaping and Construction**.

2.1 Consent and Opt-In

By providing your mobile phone number to the Company and agreeing to receive text messages (e.g., via a web form, paper form, or verbally), you consent to receive recurring text messages (SMS and MMS) from us regarding **scheduling, service updates, appointment reminders, project status, marketing offers, and promotions** related to our landscaping and construction services.

2.2 Message Frequency

The number of messages you receive will **vary** depending on your account activity and the stage of your project. Standard marketing messages will typically be [Specify frequency, e.g., no more than 4-6 messages per month], but transactional/service messages (like scheduling updates) may be sent as needed.

2.3 Cost and Carriers

- **Message and data rates may apply.** Check with your mobile carrier for details on your plan.
- The service is supported by all major U.S. carriers. Carriers are not liable for delayed or undelivered messages.

2.4 Opt-Out Instructions (STOP)

You can cancel the SMS service at any time. Simply **reply STOP** to any message you receive. After you send the message "STOP" to us, we will send you one final confirmation text message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from that specific program/number.

2.5 Help Instructions (HELP)

For help or information about our text messaging service, **reply HELP** to any message you receive or call us at [Insert Business Phone Number] or email us at [Insert Business Email Address].

2.6 Privacy

The Company respects your privacy. Please refer to our full **Privacy Policy** at [Insert **GHL-hosted or Website Privacy Policy URL Here**].

- **Crucial Compliance Clause: No mobile information will be shared with third parties or affiliates for marketing/promotional purposes.** All the above categories exclude text messaging originator opt-in data and consent; this information **will not be shared** with any third parties, excluding aggregators and providers of the Text Message services.
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3. Contact Information and Legal

3.1 Contact Us

For questions regarding these Terms of Service or any of our services, please contact us:

- **Company Name:** Avatar Landscaping and Construction
- **Address:** 1413 Evergreen St, Royse City, TX 75189
- **Phone:** (469) 855-8022
- **Email:** eric@avatarlandscapingandconstruction.com

3.2 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of [Insert State].

3.3 Changes to Terms

We reserve the right to revise these Terms of Service at any time. The most current version of the Terms will govern our relationship with you and will always be posted on our website. By continuing to use our services after changes become effective, you agree to be bound by the revised terms.