



- A. **Synergy Lawn Care Service Commitment.** Synergy Lawn Care is committed to providing the highest quality service to help maintain the beauty of your lawn and landscape. If you are not completely satisfied with the results of any of Synergy's work, notify us of your concerns within 3 days of completion and we will meet with you as soon as possible to address your concerns and remedy the problem.
- B. **Changes to Terms of Service.** Synergy reserves the right to make changes to these Terms of Service for any reason deemed necessary at any time. These terms will be posted on Synergylawncares.com for review.
- C. **Services.** The agreed upon services are listed on the Proposal, and will be scheduled by Synergy as needed, adhering to Synergy Lawn Care developed standards. Timing may vary depending on weather and the overall condition of your lawn and landscape.
- D. **Customer Responsibilities.** You understand and acknowledge that watering directly impacts the success of the services to be performed by Synergy or its contractors. Some products used by Synergy or its contractors may require watering after an application and in such event, you will be advised of the same. Synergy is also available to assist in determining the proper needs of your lawn and landscape to help maintain its natural health and beauty.
- E. **Service Calls.** Synergy Lawn Care is committed to help maintain your lawn and landscape. If you have any questions about your service, kindly call Synergy Lawn Care and a service representative will address your concerns.
- F. **Disease, Insect, Boring Insects.** Treatment for disease, insect or boring insects may require additional or specialized treatments. All of these issues are a part of nature and treatment may vary depending on weather conditions, your specific property and other events beyond the control of Synergy Lawn Care and its contractors. Specific treatment for these issues will be separately billed after consultation and approval by Customer.
- G. **Expiration.** All Proposals are valid for 30 days from the date hereof, and becomes binding if signed and delivered by both parties during that period.
- H. **Price Changes.** Pricing for the services under the Proposal is directly proportional and dependent on the size of the property being serviced. Synergy Lawn Care may revise the price provided in the Proposal (i) if Customer's requirements or any Customer-provided information is inaccurate or incomplete; (ii) if Customer revises Synergy Lawn Care responsibilities, including without limitation, increases the size of the property being serviced, changes to the instructions, procedures, assumptions or materials that need to be used to service the property; or (iii) for such other reasons set forth in the Proposal.
- I. **Payments.** Synergy Lawn Care will invoice Customer as set forth in the Proposal, 1/12th of the total yearly cost of service and all payments will be due the first day of the month. A 5% discount can be obtained by Customer by prepaying for the year of service, Due January 1 of the service year. Synergy Lawn Care will require Customer to provide a credit card number to be kept on file electronically, to be charged at time of invoice. No refunds will be offered for past monthly payments or yearly prepayments in the event of cancellation by either party. In the event payment method declines, Synergy Lawn Care will withhold any additional services until payment is made, and reserves the right to cancel Customer's service. After three (3) unsuccessful attempts, and after seven (7) calendar days as past, Synergy Lawn Care will charge a Late Payment Fee of \$7. Synergy Lawn Care will seek and be entitled to collect all costs and expenses of collection, including attorney fees. Failure to bill for interest due shall not be a waiver of Synergy Lawn Care's right to charge interest.
- J. **Real Estate/Property.** Customer shall provide Synergy lawn Care Seventy-two (72) hours prior notice in the event the property subject to the Proposal is sold or otherwise disposed of or not under the ownership and/or control of Customer. Upon such notice, the Proposal shall terminate and all outstanding amounts shall be due and payable in full.
- K. **Customer Representation.** Customer represents and warrants that the person signing the Proposal on behalf of Customer has the authority to execute the Proposal and bind Customer to the stated terms and conditions set forth in the Proposal. Customer further authorizes Synergy Lawn Care to perform the services contracted for in this Proposal.
- L. **Warranties.** Synergy Lawn Care will perform the Services in a commercially reasonable manner and in accordance with general industry standards. THE WARRANTIES SET FORTH IN THIS PROPOSAL IS THE SOLE AND EXCLUSIVE WARRANTY MADE BY SYNERGY LAWN CARE TO CUSTOMER, AND SYNERGY LAWN CARE MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND WHATSOEVER.
- M. **Limitations of Liability.** SYNERGY LAWN CARE'S TOTAL LIABILITY UNDER THIS PROPOSAL SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID FOR THE SERVICES ACTUALLY PERFORMED AND PAID FOR BY CUSTOMER UNDER THIS PROPOSAL. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- N. **Force Majeure.** Neither party will be liable for any failure to perform or for delay in performance resulting from any cause beyond its reasonable control, including without limitation acts of God, fires, floods or weather, strikes or lockouts, factory shutdowns, embargoes, wars, hostilities or riots, or shortages in transportation. If the cause continues unabated for 90 days, then both parties shall meet to discuss and negotiate in good faith what modifications to the Proposal should result from such cause.
- O. **Dispute Resolution.** If a dispute arises between the parties in connection with the Proposal, the respective presidents or Senior Executives of Synergy Lawn Care and Customer shall first attempt to resolve the dispute. If such parties cannot resolve the dispute, such dispute shall be resolved in the jurisdiction of the defendant party by binding arbitration. The prevailing party shall be entitled to payment of attorney fees and costs associated with the arbitration from the non-prevailing party.