

## **Terms And Conditions**

### **1) Definitions:**

- a) "Service Provider" refers to 1000584535 Ontario Inc. Green Apple Property Maintenance;
- b) "Client(s)" refers to the parties to whom the Service Provider has agreed to provide lawn care services.
- c) "Property" means the land owned or occupied by the Client(s) for which the Service Provider has agreed to provide lawn care services.
- d) "Lawn Care Services" includes but is not limited to mowing, edging, trimming, and cleaning of the lawn area.
- e) "Service Period" means the period commencing on May 1st and ending on October 15th of each year.
- f) "Estimated Area" refers to the approximate square footage of the lawn area to be serviced.

### **2) Property Ownership:**

- a) The Client(s) represent they are the owner(s) of the Property. If the Client(s) are not the owner(s), they represent they have the authority to contract on behalf of the owner(s).
- b) The Client(s) hereby grant the Service Provider a license to access the Property during the Service Period for the purpose of providing Lawn Care Services.

### **3) Service Schedule:**

- a) The Service Provider shall provide Lawn Care Services on a regular schedule determined by factors such as if the customer chooses a weekly or biweekly service contract and or weather conditions.
- b) The timing of Lawn Care Service visits may vary depending on seasonal requirements and the specific needs of the lawn.
- c) Additional visits may be scheduled as necessary to address specific lawn care needs or in response to irregular growth patterns.

### **4) Scope of Services:**

- a) Lawn Care Services shall include mowing, edging, trimming, and cleaning up of the lawn area as deemed necessary by the Service Provider.
- b) Additional services such as spring or fall clean-up, trimming, mulch/sod Installs may be provided upon request and at an additional cost agreed upon by both parties.

### **5) Excluded Services**

- a) The following services are excluded from Lawn Care Services and will not be provided: Pruning, Weed Control, Fertilizing, Dethatching, and Lawn Aeration.

### **6) Payment:**

- a) All estimates, quotes, and promotions are valid for acceptance by the Client(s) within thirty (30) days only.
- b) The Client(s) agree to pay for Lawn Care Services as outlined in the agreed-upon contract or invoice.

- c) Payment shall be made monthly or in full on or before the commencement of the Service Period (May 1st).
- d). Any cheques returned as non-sufficient funds will incur an additional administrative charge of \$30.00 per occurrence.
- e). All payments made under this Agreement are non-refundable to the Customer(s) under any circumstances including the termination of the Agreement by the Customer(s).

**7) Customer Responsibilities:**

- a) The Client(s) agree to provide access to the Property for the Service Provider to perform Lawn Care Services during the agreed-upon service hours.
- b) The Client(s) shall ensure that the lawn area is free from any obstacles, such as debris, feces, toys, or vehicles, that may impede the provision of Lawn Care Services.
- c) The Client(s) shall inform the Service Provider of any specific instructions or preferences regarding the Lawn Care Services in a timely manner.
- d) The Client(s) shall promptly notify the Service Provider of any concerns or issues regarding the quality of the Lawn Care Services provided.
- e) The Client(s) shall maintain any irrigation systems or equipment necessary for the health and maintenance of the lawn area unless otherwise agreed upon in writing.

**8) Additional Fees:**

- a) The Client(s) acknowledge that additional fees may apply for certain circumstances, including but not limited to: i) Tall grass exceeding the standard height agreed upon in the contract. ii) Excessive debris cleanup is required before performing Lawn Care Services. iii) Special requests or services not included in the standard Lawn Care Services agreed upon in the contract.
- b) The Client(s) agree to pay any additional fees promptly upon completion of the specified services.

**9) Termination:**

- a) This agreement is valid from May 1st to October 15th of each year and cannot be terminated by the Client(s). Only the Service Provider reserves the right to terminate the contract with written notice provided at least thirty (30) days prior to the desired termination date.
- b) In the event of termination, the Client(s) shall pay for all services rendered up to the end date of the contract.

**10) Liability:**

- a) The Service Provider shall not be liable for any damage to the Property or any third-party property caused by normal lawn care activities.
- b) The Client(s) agree to indemnify the Service Provider against any claims arising from damage to the Property or third-party property resulting from the Client(s) actions or negligence.

**11) Governing Law:**

- a) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

**12) Entire Agreement:**

a) This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter herein