



1110 West Pembroke Avenue #8A
Hampton, VA 23661

From: **The Lawn Barber**
Subject: ANNUAL MAINTENANCE AGREEMENT

We hope to establish a long-term relationship with you, providing quality service for years to come.

Why you should choose us

The Lawn Barber is the lawn service for you because:

1. We will save you time to spend with family or other things that interest you.
2. We will save you money if you take advantage of our multi-service discounts.
3. Our employees are:
 - ✓ Detail oriented and pay close attention to your lawn's needs
 - ✓ Dependable, courteous, and respectful
 - ✓ Professional in appearance and take pride in their work

4. **SATISFACTION GAURANTEED!**

If our work does not meet or exceed your expectations, we will make it right **at no additional cost!**

Beginning service is as EASY AS 1, 2, 3!

To begin service for this season, please read the enclosed three-page contract and:

1. Initial next to applicable highlighted areas in Section 6.
2. Provide your "Acceptance" signature and date on the white copy.
3. Keep one copy for your records and return the top copy to us.

Please call (757) 265-4069 if you have questions or would like references of satisfied customers.
Thank you for choosing us!

Ryan P. Tuttle
Chief Executive Officer,
The Lawn Barber

The Lawn Barber Annual Maintenance Agreement

1.0 DESCRIPTION OF SERVICES

1.1. **“Basic” Mowing and Maintenance Service:** During each visit as needed, we will:

- A. **Remove** normal trash and debris from lawn areas.*
- B. **Pick up** toys or items lying on turf and place them in appropriate area.
- C. **Mow** lawn areas and **Mulch** lawn clippings on site**
- D. **Trim turf areas** (around trees, mail boxes, mulch beds, along fence, etc.)***
- E. **Edge** sidewalk, drive, and curbs.
- F. **Air-sweep hard surfaces.**

*Removal of fallen branches is not included in our basic service. Fallen branches will be piled in one location off the turf.

**Bagging of clippings is not included in the basic service. It is better for the lawn to have the clippings recycled into the lawn. If you still would like to have the clippings collected, 20% will be added to the “per visit” cost for mowing.

***Due to potential damage; Lawn Barber team members are not permitted to trim any grass or weeds growing in cracks of hard surfaces (asphalt, concrete, etc.), in mulch or flower beds, behind a/c units, or around any small rocks. Should you require maintenance around these areas; please contact us for an estimate to provide this service.

1.2. Before each mowing, trash and debris will be removed. Mowing will be performed every 7-14 days, depending on growth rate. A turf height between 2 ½ -3 ½ inches will be maintained (1 ½ -2 inches for Bermuda) without removing more than 1/3 of the total leaf blade height. The mowing direction will be alternated each visit, whenever possible, to prevent compaction and enhance your lawn’s appearance. Our equipment is maintained under a regular schedule to ensure excellent working conditions and safety.

2.0 DESCRIPTION OF ADDITIONAL SERVICES: Please call for cost estimates.

2.1 **Leaf Removal:** During the fall season with leaves on the ground, it is more time-consuming for us to perform the above-cited “Basic” services during our visits (and harder on our mowing equipment). When leaves will interfere with mowing, visits will be rescheduled until after leaves are removed. Leaf removal options are by:

- A. **The Lawn Barber:** Should you choose this additional service option, the price of leaf removal is \$50.00 per man-hour. Since the volume of leaf fall can not be estimated in advance, a price for removal cannot be quoted prior to service date. If requested, we will call with a quote at the time of service. Please note this does not include Additional Services described as “Spring and Fall Cleanups”.

OR

- B. **Owner/Resident or Third Party:** Should you choose to remove the leaves yourself or by a third party, please call us to coordinate your fall mowing schedule. If you desire *The Lawn Barber* to mow your lawn while leaves are on the turf, we may charge a leaf removal fee (depending on the volume of leaves), at the above quoted rate.

2.2 **Shrub Trimming:** Twice per year (once in the spring and once in the fall), we will trim and shape shrubs under 8 feet tall, removing not more than 6 inches from new/existing growth.

2.3 **Mulching:** Twice per year (once in the spring and once in the fall), we will mulch existing mulch beds, using dark double-shredded, hardwood mulch. Mulch will be laid at a thickness of 1-3 inches. Existing mulch beds will be prepared by removing trash, debris, leaves, weeds, and redefining the perimeter with a garden spade. Creating new mulch beds or using different varieties of mulch may be available for an additional cost.

2.4 **Aeration and Overseeding:** Once per year during the fall season we will provide core aeration and seeding. Aeration relieves soil compaction and increases the availability of air, water, and nutrients. Also, aeration minimizes thatch buildup. Over-seeding (at rates recommended by the manufacturer) with our custom blend of certified seed will help establish a thick, healthy lawn.

2.5 **Spring and Fall Cleanups:** A cleanup crew will remove leaves, branches and other debris from existing mulched beds, other non-mulched planting and flowerbeds, shrubs, groundcover. This service will be performed at the beginning of the spring, and end of the fall season. Leaves will be composted on site or hauled off, if requested by the owner. Please call us for a free estimate for your spring and fall cleanups.

The Lawn Barber Annual Maintenance Agreement

3.0 CONTRACTOR RESPONSIBILITY

The Lawn Barber shall perform work in accordance with the written terms contained or referred to in this agreement. *The Lawn Barber* reserves the right to renegotiate the contract when price or scope of work is affected by changes to any local, state, or federal law, regulation or ordinance that goes into effect after the Agreement is signed; or any changes to property layout is made as set forth under paragraph 5.1 section C.

- 3.1 **Work Force:** All employees shall be competent and qualified, and shall be United States citizens or legal residents authorized to work in the United States.
- 3.2 **Materials:** All materials shall conform to bid specifications. Contractor will meet all Agricultural licensing and reporting requirements.
- 3.3 **Bio-Hazards:** Contractor shall not be responsible for policing, picking up, removing or disposing of certain materials that may be bio-hazards on the Owner/Client's property. This includes, but is not limited to, items such as hypodermic needles, condoms, feminine hygiene products, clothing or materials used in the process of cleaning up bodily fluids. Contractor shall only be obligated to communicate any observations of potential bio-hazards to Owner/Client for their appropriate removal by others, unless previously arranged by the Client and Contractor.
- 3.4 **License and Permits:** Contractor will comply with all licenses and permit requirements of the City, State, and Federal Governments, as well as all other requirements of law.
- 3.5 **Taxes:** Contractor agrees to pay taxes applicable to its work under this agreement, including sales tax on material supplied where applicable.
- 3.6 **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law.
- 3.7 **Liability:** It is understood and agreed that the Contractor is not liable for any damage of any kind that is not caused by the negligence of the Contractor, its agents or employees.
- 3.8 **Invoicing:** Contractor will submit monthly service statements for the amount set forth under the prices and terms shown in Section 6 of this Agreement. Any services rendered, that are in addition to or beyond the scope of work required by this Agreement shall be billed separately.
- 3.9 **Notice of Defect:** Contractor shall provide Client a written explanation of any defect that requires more than 5 business days to correct.
- 3.10 **Right to Cancel:** Contractor may cancel this Agreement by giving a 10 business day's written notice for nonpayment, after the payment is delinquent.

4.0 CLIENT RESPONSIBILITY

- 4.1 **Access to Jobsite:** Client shall furnish access to all parts of the jobsite where Contractor is to perform work as required by this Agreement or other functions related thereto, during normal business hours and other reasonable periods of time.
- 4.2 **Payment:** Client shall review statements submitted by Contractor and payment shall be due 15 days following the date of the statement and delinquent if not paid by that date.
- 4.3 **Notice of Defect or Damage:** Client shall request Contractor (via phone call for minor problems and in writing for more serious issues) to correct the defect or damage caused by Contractor employees while performing this Agreement's work. In most cases, Contractor will address or remedy the problem within two to five days after receiving Client's request. In some cases it may take longer, depending on circumstances beyond Contractors control (including, but not limited to: weather, inappropriate time of year of to correct the turf or landscape problem, or non-availability of materials). In the unlikely event that Contractor and Client cannot agree on a mutually-acceptable solution to written requests, Contractor will consider acceptance of a cost reduction to amount due or performing additional work at no charge.

The Lawn Barber Annual Maintenance Agreement

5.0 TERM AND CONDITIONS

5.1 **Agreement Term:** Options for the length of this agreement are indicated in Section 6.0. We want your business for a long time. The longer your term of service, the less frequently we will increase our prices.

- A. **“Per Visit” Payment Option** covers individual visits only and are held to a 30 day term. *The Lawn Barber* may adjust the “per visit” pricing for jobs within 30 days written notice to the client at which time the client may accept or reject the adjustment. If no notice is given by the end of the season; the prior year’s services and prices will be scheduled for the following year and continue until 30 days written notice is given.
- B. Term of 12 months: Rates will not change during the Agreement period, with exception to section 3.0, or a “Change to Property Layout” occurs. See below. At the beginning of each contract period, there may be a rate increase of up to five percent (5%) per year to cover the rising cost of business operations
- C. **Changes to Property Layout** (i.e. adding a fence, pool, etc.): We may adjust the Agreement price and a revised Agreement will be issued. The client has the right to accept or reject the new Agreement without incurring penalty.

5.2 **Monthly Payments** are due at the office of *The Lawn Barber* by the 10th day of each month.

5.3 **Billing Statements** will include work from current month’s 25th day through next month’s 24th day.

5.4 **Late Fees** on payments past due shall be \$5.00 or bear interest at the rate of 5% per month (whichever is greater)

A. **“Monthly Payment” Option:**

1. **Changes to Amounts Owed:** If your lawn is mowed less than 30 cuts during the growing season, we may issue a refund check based on the per cut price. If your lawn requires more than 30 cuts, the additional cuts will be added to the monthly statement.
2. **Agreement Cancellation Prior to the Anniversary Date:** You still may owe additional money, based on: (Amount of work completed) – (Monies paid to date).
3. **Early Cancellation Assessment:** If you unilaterally cancel this Agreement for reasons other than listed in Para. 5.6, without written concurrence from *The Lawn Barber*, an Early Cancellation Assessment in the amount of \$100.00 or 15% of the contracted amount (whichever is greater) will be due.
4. Upon Notice of Cancellation, monies owed for work performed prior to Notice of Cancellation are due immediately.

5.5 **Visit Schedules** are set to maximize worker productivity by minimizing travel time between jobs. Due to uncontrollable conditions (especially weather and traffic) we cannot specify an exact date and time of service.

- A. All lawn maintenance is scheduled the same day each week. If uncontrollable conditions prevent us from maintaining lawn on the scheduled day, we will come the next available day. The next week’s visit will be on the regularly scheduled day (assuming it’s at least 4 or more days from the off-schedule visit).
- B. **Cancelling a Scheduled Visit:** We need to be notified 2 days before your normal scheduled service to let us know you want to be skipped. If the lawn is skipped at your request and we find the lawn to be overgrown on our next visit we may add up to an additional 50% surcharge to the “per visit price” to cover the additional time needed to perform maintenance and/or additional wear on our equipment.

5.6 **Agreement Cancellation:** If The Lawn Barber has been paid for all performed services; you have the right to cancel this Agreement without penalty:

- A. Via written notice within the first 30 days of signing this Agreement.
- B. With 30 days written notice that:
 1. *The Lawn Barber* failed to comply with all written aspects of this Agreement.
 2. You or your spouse are active military, are transferred out of the local area, and you sell your property.
- C. With 30 days written notice (by either party) prior to the anniversary date of the Agreement.

5.7 **Agreement Extension:** In the absence of a Cancellation Notice, this Agreement will continue for an additional term, as set forth under Section 6, with the same provisions and conditions until ended by serving a 30-day written notice (from either party) prior to the current term’s anniversary.

5.8 **Assignment:** This Agreement’s provisions and conditions may be transferable by:

- A. Client to new property owners or tenants for the remainder of the current term under the same provisions and conditions set forth by this agreement.
- B. *The Lawn Barber* to another qualified lawn maintenance company so long as they conform to the same responsibilities and adhere to the same provisions and conditions set forth by this agreement.

SATISFACTION GUARANTEED! If at any time during the life of the Agreement, our work does not meet or exceed your expectations, we will make it right at no additional cost!
--

6.0 TERM LENGTH AND PAYMENT OPTIONS:

(Please fill out any box highlighted in green as it applies to you)

Provided for:

Property Address:

City, State Zip:

Payment Options:

Per Visit: _____
Initials

12 Month: _____
Initials

- Please initial next to your chosen Payment plan and services/"package" options.
- Provide your "Acceptance" signature and date on one copy.
- Keep one copy for your records and return the signed copy to us.

6.1 **Per Visit Payment Plan:** This option gives you more flexibility to "pay as you go", but doesn't give you the consistency the monthly option does (listed below). Payment is due on the 10th day of each month for the previous month's work. If you are interested in a service not listed, please use the empty space to list service and we will contact you with an estimate for that service. Payment Instructions: Send no money now.

Service	Per Visit Amount	Annual Scheduled Visits	Visits Remaining This Year	I want the initialed service(s)
Weekly Lawn Mowing		30		_____
Every other week Lawn Mowing		15		_____
Lawn Mowing As Needed		N/A		_____
Leaf Removal		2		_____
Shrub Trimming		2		_____
Aeration/ Over-seeding		1		_____
Mulching		2		_____
Spring/Fall Clean-up		1		_____
Additional Service Request				_____
Additional Service Request				_____

6.2 **Monthly Payment Options:** *Monthly payment options are based on 30 mowing visits per year (unless otherwise stated), and are only available for Agreements signed between December 1st – March 31st. Agreements signed after March 31st will be effective beginning April of the following year. **This payment option is for 12 equal monthly installments.**

Package	Annual Amount	Monthly Rate	I want the initialed Package
Package 1: Weekly Lawn Mowing			_____
Package 2: All Initialed Services			_____

6.3 **Leaf Removal:** Please initial next to your chosen option.

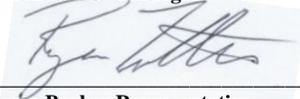
: Leaf Removal **included** in the service agreement. I understand leaf removal completed by **The Lawn Barber** will be billed at a rate of \$50.00 per man- hour.

: Leaf removal **not included** in agreement. I understand that leaves must be off all turf areas to be mowed, before mowing is begun. Any leaf removal completed by **The Lawn Barber** will be billed additionally to the mowing, at a rate of \$50.00 per man- hour..

ACCEPTANCE: I request "The Lawn Barber" provide maintenance services as **described herein** and I have initialed next to the Payment Plan that I want.

Purchaser/Owner/Agent

Date



Lawn Barber Representative

Billing Address (if different)

757-265-4069 - 1110 W. Pembroke Avenue, suite 8A – Hampton, VA 23661

*** KEEP ONE COPY FOR YOUR RECORDS, RETURN ONE COPY TO US***

