



Lawn Mowing ▪ Fertilization ▪ Weed Control ▪ Aeration ▪ Overseeding ▪ Drought Tolerance Equalizer ▪ Fungicide

*Taking care of your lawn maintenance needs since 1989*

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## LAWN SERVICES AGREEMENT

This Agreement supersedes all other agreements, either oral or in writing, between the parties hereto with respect to the performance of services by the Contractor for the Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the Owner of Brunner Lawn Care.

In consideration of the covenants and conditions hereinafter set forth, the Contractor and Client agree as follows:

### 1. TERMS

This agreement is for 2019. Either party may terminate this Agreement by giving a minimum of a 14-day advance written notice to the other party of such termination, specifying the effective date of termination. Either party may terminate services at any time with or without cause and without further obligation to the Contractor, except for payment due for services prior to date of such termination.

### 2. SERVICES

The Contractor shall perform the following services ("Work") for the Client upon request:

- Care for established Client's lawn, per the service options as selected by the Client in Exhibit A.
- Perform lawn mowing services, using power lawn mowers and related equipment.
- Perform trimming and edging as needed.
- Haul away grass clippings.
- Perform fertilization, aeration, overseeding, weed control, fungicide, and drought tolerance equalizer, if Client has selected these services in Exhibit A.
- Notify Client of any changes in services or necessary information regarding performance of services.
- Use proper safety procedures always while performing services.

All services shall be performed by qualified, experienced, trained personnel using practices and methods recognized as accepted standards in the lawn care industry. If the Client has any specific needs or issues with the Contractor's services that arise during this Agreement, please contact the Contractor immediately so that these needs can be addressed.

The Client agrees to meet the terms of all reasonable requests of the Contractor necessary to the performance of the Contractor's services under this Agreement.

### 3. EXTREME CONDITIONS / WEATHER

The Contractor's ability to perform Work is affected by the weather. If bad weather occurs, the Contractor will try to make up Work the next day. In these situations, the Contractor requests that the Client please take note of their scheduled mowing day and adjust their watering schedule accordingly. However, there is no guarantee that the Contractor will be able to make up Work the next day due to extenuating circumstances, such as ongoing weather conditions.

#### **4. PAYMENT**

Contractor will be paid for Work performed under this Agreement as follows:

- Contractor will be paid for services selected by the Client, per the rate information as detailed in Exhibit A.
- Contractor will provide an invoice to the Client monthly.
- Invoice terms are Net 10 Days.
- Invoices will be subject to late charges of \$20.00, interest at 1.75%, and are subject to any attorney and/or collection fees incurred. In addition, nonpayment, will result in a lien against the service property.
- Contractor reserves the right to terminate this Agreement, without notice, should any invoice remain unpaid for more than thirty (30) days after the due date noted on the invoice. After such termination, the Contractor shall have no further obligation to the Client to provide the Work as described in this Agreement, provided, however, that termination by contractor shall not affect any remedy or remedies for payment or otherwise to which Contractor is legally entitled.
- Client's mowing rate is based on weekly mowing. The Contractor does not offer a biweekly mowing. In extreme circumstances, the Client may contact the Contractor to request skipping service for a particular week with a minimum of a twenty-four (24) hour notice prior to the Client's scheduled mowing. A service charge may apply to the Client for this courtesy of skipping a week. This service charge may be waived, at the Contractor's discretion, if the Client has no history of skipping weeks and any future skipping is extremely infrequent.

#### **5. INDEPENDENT CONTRACTOR**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing an employer/employee relationship between the parties. The Contractor shall always remain an independent contractor with respect to the services to be performed under this agreement. The Client shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance, as the Contractor is an independent contractor.

The Contractor will determine the method, details, and means of performing the services described in this Agreement, including the determination of the need for and hiring of personnel at the Contractor's own expense. The Client may not control, direct, or otherwise supervise Contractor's personnel in the performance of those services.

The Contractor will supply all tools, equipment, and supplies required to perform the services under this Agreement.

#### **6. GOVERNING LAW**

The parties to this Agreement understand and agree that the provisions herein, shall, between them, have the effect of law, but in reference to matters not provided herein, this Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.