

**SNYDER Landscaping & Lawn Care, LLC Privacy Policy, Terms & Conditions Updated: 4-30-2018**

- A. This agreement made the date shown on the reverse side hereof between Snyder Landscaping & Lawn Care LLC and the Customer is subject to the following additional terms and conditions as clearly stated below.
- B. This document is property of Snyder Landscaping & Lawn Care LLC. Any duplication(s) of this document without written consent from a representative for Snyder Landscaping & Lawn Care LLC is strictly prohibited.
- C. Pricing or mathematical errors are subject to revision by Snyder Landscaping & Lawn Care LLC upon written notice to Customer.
- D. The maximum charge allowed by law will be assessed on any check return by Customer's bank without payment. Minimum of \$35.00
- E. If the Customer's check is dishonored for any reason, the unpaid balance will bear interest at the maximum legal rate allowed by law from the date of tender or invoice date.
- F. By signing this agreement Customer agrees to be bound by these terms and conditions and affirms that he/she has read the same.
- G. Terms and conditions of this document are put into full effect at the date stated on signature line on the front of this document. If a typo or mis-written date is acknowledged, Snyder Landscaping & Lawn Care L.L.C. will, in writing, request from the Customer for verification of the date signed.
- H. Additions and/or corrections may be made to these terms without notice and/or in writing on this document. Additional documentation will be provided if applicable.
- I. Snyder Landscaping & Lawn Care LLC is fully insured. Certificate of Insurance is available upon written or verbal request.
- J. Snyder Landscaping & Lawn Care LLC is Licensed & Registered in the State of Iowa with the Iowa Division of Labor.

**Definition of Service (s)**

1. Contract Agreement (Estimate/Bid) by signing and dating this agreement, the agreement automatically acts as a Legal Contract. By the Customer signing this document, the Customer is obligated to follow the details and payment arrangements as shown on the Agreement.
2. All Contact, Billing, Personal Information has been provided by the Customer. We do not share or sell your information unless otherwise approved.
3. The Service Agreement is null and void without the printed name and signature of the Customer.
4. Service Agreement Dates are set the day the service agreement was established and Ends approx. (12) twelve months from the beginning date unless otherwise noted.
5. Unless otherwise stated in a quote/bid/estimate turf damage caused by equipment/machinery/wear and tear is the sole responsibility of the customer. This would include but not limited to: skid loader and heavy equipment driving in the turf, truck and/or trailer driving in turf, etc.
6. Downspout extensions being raised and/or removed is the sole responsibility of the customer. Snyder Landscaping & Lawn Care LLC claims no liability for damage caused by downspout extensions being left down or removed. Example- not limited to: water back up in basement, flooding in yard, flooding in window wells, etc.)
7. Items in the yard is the customers' responsibility. Snyder Landscaping & Lawn Care LLC is not liable for items getting mowed over, driven over, and destroyed. (Toys, garden hoses, etc.)
8. **Mowing Service:**
  - A. A Double Mow is defined as a mowing occurrence in which the grass was too long to cut once. Snyder Landscaping & Lawn Care LLC has to mow twice at your property on the same occurrence. The charge for a double mow is the contracted pricing times two (2). Snyder Landscaping & Lawn Care LLC reserves the right to not mow on the scheduled service if Snyder Landscaping & Lawn Care LLC deems the grass is too high and will damage our equipment. If you feel your grass is too long and you are scheduled to have a mowing please contact Snyder Landscaping & Lawn Care LLC to determine if you will receive a Double Mow price.
  - B. Price Per Mow is the price of each mowing performed by Snyder Landscaping & Lawn Care LLC on the Customer's property
  - C. Service Interval is an approximate estimation. Due to the common nature of the weather, the service interval is not guaranteed.
  - D. SnyderCare® Maintenance. Snyder Landscaping & Lawn Care LLC is not responsible for damage to plants. Ornamental plants can be mistaken for nuisance weeds. It is the Customer's responsibility to properly mark Ornamentals if deemed a possible mis-interpretation.
9. **Plant Disclaimer:**
  - A. Availability: Plants, Trees, Shrubs, & Perennials in this quote could potentially be substituted. Size & Species could vary. Once your deposit has been received, we will confirm with you if there are any changes.
  - B. Guarantee: We meet industry standards when planting the Perennial, Shrub, Tree and Conifers. However, we are unable to offer a warranty on the Plant.
  - C. Watering: Plants must be watered in order to survive. For details on watering practices for your new plants please request information. We do offer watering services, if you choose to contract watering services with us we will guarantee your plants for 1 year.
10. *No Centent*
11. SnyderCare® Single Fertilizer/Weed Control Application Price is defined as when a Customer requests between (1) one & (5) five single applications of fertilizer and/or weed control.
12. SnyderCare® Silver Program is defined as: This program includes Free Service Calls. Program details are available upon request. (This program offers a total of 6 services)
13. SnyderCare® Platinum Program is defined as: This program includes Free Service Calls. Program details are available upon request. (This program offers a total of 8 services)
14. **Snow Removal Service:**
  - A. Per Occurrence is defined as the agreed upon price for each snowfall in which Snyder Landscaping & Lawn Care LLC is on the Customer's property and performed the service. This excludes any and all hourly rates, unless otherwise discussed.
  - B. Hourly Rates are determined and agreed upon between Snyder Landscaping & Lawn Care LLC and the Customer. These options for snow removal remain in full control of the Customer and will be strictly discussed with the Customer before using any other equipment on the Customer's property. This does not apply to Truck and Man charges. Skid Loader, End Loader, Dump Truck are in full control of the Customer if a; "NA" is placed after or before the price quoted. If an "NA" is not present and solely a price then the Customer agrees that Snyder Landscaping & Lawn Care LLC has the sole determination of what equipment is used during the removal of snow and/or ice on the Customer's Property. Applicable logs will be kept for record and available upon request. All snowfall amounts to exceed 5" in accumulations will be assessed an additional service charge of a minimum of \$5/inch. Example: \$40.00 base rate, 5.5" accumulation= \$45.00 minimum charge. \$40.00 base rate, 6.7" accumulation= \$50.00 minimum charge. Snowfall amounts will be determined by the National Weather Service at the Des Moines International Airport (KDSM), Ankeny Regional Airport (KIKV), or other applicable sources.
    - A. Ice Melt is sold by the pound. Rock Salt, Sand, Sand/Mix is sold as a bulk product and charged per ton used on the Customer's property. Most bulk rates include labor/equipment to apply. Snyder Landscaping & Lawn Care LLC does not accept responsibility for damage done to concrete/asphalt/turf surfaces caused by Ice & Snow Melt Products.
    - B. "Man Hour" is defined per single or individual, per say; "man" using a shovel, an ice pick, or a powered snow blower.
    - C. Snow Event Cancellation: If you wish to be skipped you must contact Snyder Landscaping & Lawn Care LLC a minimum of 12 Hours in advance and receive confirmation back from Snyder Landscaping & Lawn Care LLC or you will be charged the full contracted price. NO EXCEPTIONS
15. **Limitation of Liability:** Snyder Landscaping and Lawn Care LLC will exercise reasonable care to avoid damage to pavement, curbs, trees, and shrubs. However, Snyder Landscaping and Lawn Care LLC is not responsible for: (a) damage to landscaping caused by the piling of snow; (b) damage to items that are snow-covered or not visible; (c) damage caused by equipment when trees, shrubs and sidewalk areas are not reasonably delineated due to snow accumulation; (d) personal injuries resulting from slip and fall accidents; and/or (e) Acts of God, including but not limited to extraordinary weather conditions.
16. **Indemnification:** The Customer shall indemnify, defend and hold harmless Snyder Landscaping and Lawn Care LLC, its owners, employees and subcontractors from and against any and all claims, damages, reasonable attorneys' fees, costs and expenses which Snyder Landscaping and Lawn Care LLC incurs as a result of a claim or claims brought by the Customer or any third party, arising out of any wrongdoing, negligence and/or breach of contract by the Customer alleged or otherwise, or any Act of God, including but not limited to extraordinary weather conditions, that is related, in any manner whatsoever, to the premises or the Customer's involvement with the premises or the services, including but not limited to personal injuries resulting from slip and fall accidents.
17. **Customer:** Is aware that plowing may not clear Customer's property to bare pavement and that slippery conditions may prevail even after plowing. Snyder Landscaping and Lawn Care LLC assumes no responsibility for slip and fall accidents or vehicular accidents as a result of this naturally occurring condition.
18. *No Centent*
19. Fuel Surcharge: Added to a current recurring service price or a project. Verbal or written announcement will not always be given when applying a fuel surcharge. Fuel surcharges are subject to price variance due to the fluctuating fuel market.
20. Estimates: Due to material price changes, fuel costs, and labor costs; all quotes are subject to change. The dollar amount listed above may be higher or lower once project/service is complete due to material overages and/or shortages. This Estimate/Bid becomes a contract between Snyder Landscaping & Lawn Care LLC and the customer once everything becomes agreed upon. A 75% deposit is required to start the project and is fully refundable due to project cancellation, assuming there are no investments in the project by Snyder Landscaping & Lawn Care LLC.
21. Contest Winners are subject to the terms set forth by each contest. Snyder Landscaping & Lawn Care LLC reserves the right to refuse any winner as we deem necessary. Employees and Employee Family members of Snyder Landscaping & Lawn Care LLC are not eligible.
22. *No Centent*
23. **Referral Program:**
  - A. Referral can be a recurring service or a one-time service. Examples: snow removal, mowing, landscaping. The Referrer must have the new Referral acknowledge the Referrers name at the time in which the Referral contacts Snyder Landscaping & Lawn Care LLC. The Referral must provide the Referrers full name and contact information. Snyder Landscaping & Lawn Care LLC will contact the Referrer once a service has been set up. If the Referrer is unable to use the SNYDER FREE Card they may contact Snyder Landscaping & Lawn Care LLC to make other arrangements.
  - B. Snyder Landscaping & Lawn Care LLC reserves the right to refuse this program at any time.
  - C. If a Referral qualifies for a recurring service (mowing, fertilizer, snow removal), the Referrer will be granted the SNYDER FREE Card at the end of the contract.
    - I. Service(s) of \$150-\$999 = \$5 Pre-Paid VISA SNYDER FREE Card
    - II. Service(s) of \$1,000-\$4,999 = \$25 Pre-Paid VISA SNYDER FREE Card
    - III. Service(s) of \$5,000-\$9,999 = \$100 Pre-Paid VISA SNYDER FREE Card
    - IV. Service(s) of \$10,000-\$24,999 = \$200 Pre-Paid VISA SNYDER FREE Card
    - V. Service(s) of \$25,000 or higher = \$500 Pre-Paid VISA SNYDER FREE Card
24. **Billing Rights Summary:**
  - A. In case of errors or questions about your bill (invoice).
  - B. If you think your Statement/Invoice is wrong, or if you need more information about charges on your Statement/Invoice, write to: Snyder Landscaping & Lawn Care LLC, P.O. Box 86, Altoona, Iowa 50009. We must hear from you no later than 30 days after Snyder Landscaping & Lawn Care LLC sent you the first statement/Invoice on which the error or problem appeared. You may telephone Snyder Landscaping & Lawn Care LLC, but doing so will not preserve your rights.
  - C. In your letter, give Snyder Landscaping & Lawn Care LLC the following information:
    - I. Your Name and Property Address.
    - II. The dollar amount of the suspected error.
    - III. Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.
  - D. You do not have to pay any amount in question while Snyder Landscaping & Lawn Care LLC is investigating, but you are still obligated to pay the parts of your Statement/Invoice that are not in question. While Snyder Landscaping & Lawn Care LLC investigates your question, Snyder Landscaping & Lawn Care LLC cannot report you as delinquent or take any action to collect the amount you question.
  - E. Any invoice over 30 days past due from the invoice date will be assessed a 5% late fee per each 30 day period.
  - F. Payments accepted: Check, Money Order, Cash, MasterCard, Visa, Discover, and American Express. Payments made with credit/debit card are subject to a convenience fee of 3.5% • \$0.15 per transaction. Example: \$100.00 total invoice amount. \$100.00 x 3.5% = \$3.50. \$100 + \$3.50 + \$0.15 = \$103.65 Total payment. Email billing is by default. Paper billing is available upon request.
25. **Mail Payments:**

Snyder Landscaping & Lawn Care LLC  
P.O. Box 86  
Altoona, Iowa 50009
26. **Customer Service:**

Office: 515-957-8140  
Fax: 888-612-5034  
Website: www.snyderlawncare.com  
Email: chad@snyderlawncare.com