

## McDonald Lawn Care

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This contract is an agreement between McDonald Lawn Care, referred to as the contractor, and the client. The client may be an individual or company with a representative.

### Services Provided

All turf areas shall be mowed on a scheduled basis as determined by the contractor and client at the proper length given the time of year. During the months of April through August, the amount of time between scheduled mowing will not exceed 7 days. Exceptions will only be made when the turf has not grown due to drought.

Mowing height will be according to grass type and variety. Clippings may be left behind as a result of mowing but no visible clumps will be left. Trees, plant beds, all buildings, sidewalks, fences, driveways, parking lots and other surfaced areas bordered by grass will be trimmed and/or edged as needed. Contractor will clean clippings from sidewalks, curbs and roadways immediately after mowing and/or edging. In the event of rain, additional clippings may be left on wet surfaces.

### Payment

Services will be billed at the rate agreed upon by contractor and client. In the event of a rate increase, client will be notified a minimum of 30 days in advance to either continue service or terminate the contract. Any services requested outside of the contract must be estimated before any work is done.

Client may choose to pay after each service is complete or on a monthly. In the event of delinquent payment, both parties will continue to be bound by this Agreement. If payment is not received by due date then all future service is suspended until payment is received. An excess height fee may apply if service is suspended. Accounts that are 30 days past-due will be sent to collections. A late fee of 1.5% will be assessed for any invoice 30 days late. Client will be responsible for all costs incurred during the collection process.

Per service billing is due within 14 days of when the work was completed. Example: lawn cut on May 1<sup>st</sup> would be due by May 15<sup>th</sup>. A mowing scheduled for May 15<sup>st</sup> would be suspended if payment is late.

Monthly billing is due on the 7<sup>th</sup> day of the month following services. An invoice will be sent for all services which were completed during the previous month. Unpaid services are limited to five per month without service being suspended. In the event of two late payments, client will be switched to per-service billing. Example: 4 mows in May would be due by June 7<sup>th</sup>.

## Schedule

In the event of a delay (weather or mechanical), contractor will attempt to notify client only if delay will exceed 2 days. Contractor may alter the schedule without consent of the client but will attempt to notify client. Excess height fee will not apply due if caused by rain or contractor schedule change.

## Fees

Non-canceled mowing: Client will be charged \$10 if mowing is cancelled less than 12 hours prior to service.

Excess Height: If time between consecutive mowing services exceeds 7 days and additional mower passes are required for a consistent height to be achieved then an additional 50% of regular mowing rate will apply.

## Terms and Termination

This contract may be terminated by either party upon 30 days' written notice and will be finalized once all remaining charges and fees have been paid. This agreement and obligations of the contractor may be subcontracted, assigned, or transferred, in whole or in part, without the written consent of the client.

Contract term may be specified or client may opt for an automatic renewal notice each year. If term is not specified then contract will continue indefinitely until terminated by either party. A confirmation of services and rates will be sent each year before services begin.

## Considerations for Insurance and Liability

Contractor will carry liability insurance and workmen's compensation required by law on employees. The contractor is also responsible for obtaining any licenses and/or permits required by law.

*Situations which the contractor may deem are his/her responsibility:*

- Any damage due to operation of equipment in performing the contract.
- Any damage to existing structures or vehicles (i.e. Glass doors, windows, etc.) caused by the execution of this contract.
- Any injury due to operation of equipment in performing the contract.

*Situations which the contractor may deem are not his/her responsibility:*

- Death or decline of plant materials due to improper placement, planting, or maintenance done before the time of this contract.
- Damage due to improper irrigation components existing at time of the contract execution.
- Exposed cables, wires, or sprinkler components normally found below the lawn's surface.
- Damage caused by or to any item hidden in the landscape and not clearly guarded or marked.
- Damage to items left in the path of the mowers.

\* All damages must be claimed within 7 days of service.