

1. Payments & Billing

- **Pay Online** or make checks payable to: **SERIOUS LLC** 14730 Justice Xing Broadway, VA 22815
- **Due Date:** Payment is due within **15 days** of the invoice date.
- **Grace Period:** An additional 5-day grace period is provided.
- **Late Fees:**
- A **\$20 late fee** is applied to invoices unpaid after the 5-day grace period.
- Service may be interrupted for balances remaining unpaid **15 days past the due date** (30 days total from invoice date).
- **During a service interruption**, a **5% recurring monthly late fee** will be applied to the total overdue balance.
- **Collections:** Accounts unpaid after **90 days** may be sent to third-party collections or subject to legal action. The client is responsible for all associated legal and collection fees.

2. Cancellations & Refunds

- **Early Cancellation:** If a plan is cancelled before the effective end date, the account will be reconciled. Services already rendered will be billed at the standard "per-visit" rate, and any bundled discounts previously applied will be voided and added to the final bill.
- **Refunds:** Approved refunds for overpayments will be processed within **30 days**.

3. Estimate Adjustments (Mowing & Snow Only)

- **Below Estimate:** If seasonal conditions result in fewer visits than estimated, a **credit/rebate** will be applied to future invoices.
- *Option:* At the client's request, a cash refund of 50% of the remaining credit balance may be issued in lieu of a future service credit.
- **Exceeding Estimate:** If seasonal conditions require visits exceeding the estimate, an additional invoice will be issued, or charges will be applied to the next billing cycle.

4. Mowing Services

- **Schedule:** Weekly or Bi-weekly(every other week) service runs from the **first week of April through the last week of October**.
- *Note:* Services outside of this standard window (e.g., March or November) are available only upon client request and may be subject to additional charges.
- **Volume:** Seasonal estimates (Weekly - approx. **25 cuts** for non-irrigated, **31 cuts** for irrigated), (Bi-weekly - approx. **15 cuts** for non-irrigated), are based on historical local averages, weather patterns, and other environmental variables.(Bi weekly not available for irrigated properties)
- **Clipping Management:** The standard mowing service includes **mulching** the grass clippings back into the lawn. **Bagging and disposal** of clippings is available only upon request and requires an **additional fee**.
- **Service Determination:** We reserve the right to determine when a property requires service or should be skipped based on these conditions. Consequently, we cannot guarantee a specific number of cuts per season.
- **Billing:** Please refer to the **"Estimate Adjustments"** section for details on how seasonal overages or shortages are credited or billed.
- **Client-Requested Skips:** We will honor specific requests to skip a scheduled visit.

- **Overgrowth Fees:** If a requested skip results in excessive growth requiring additional time, double-cutting, or extra effort during the next visit, an **overgrowth surcharge** may be applied.
- **Cut Height:** Standard height is **3.5 inches or higher**.
- **Professional Discretion:** We reserve the right to adjust the mowing height based on turf status and weather conditions (such as drought or extreme heat) to ensure optimal lawn health.
- **Client Requests:** Requests for lower cut heights will be honored, but are not recommended; we are not responsible for resulting turf stress, burn, or damage.

5. Lawn Treatments

- **Frequency:** Four (4) fertilization treatments per year (Early Spring, Late Spring, Late Summer, Fall).
- **Timing:** Exact dates are determined by the service provider based on weather and soil conditions.
- **Inclusions:** Weed control is applied as needed. Pre-emergent is applied in Early Spring.

6. Landscape & Bed Maintenance

- **Service Period:** Maintenance is provided from **March through October. Service in November requires the separate purchase of the Fall Clean-up package (Section 9).**
- **Frequency:** Service occurs a minimum of **twice (2x) per month**, or as required when our crews are already present on the property for other scheduled services (e.g., Mowing or Treatments).
- **Scope:** Includes general weed control (performed either through hand pulling or spot chemical application), 2x Pre-emergent, 2x fertilization, and general debris removal within the beds.
- **Exclusions:** This service **does not include** trimming, pruning, or shaping of bushes, shrubs, or trees. Please refer to Section 7 for details on Trimming & Pruning Services, which must be scheduled separately.

7. Trimming & Pruning

- **Scope:** Regular maintenance of bushes/shrubs and pruning of small trees/lower branches.
- **Timing:** Performed as needed throughout the season, dependent on plant species and growth rates.

8. Aeration

- **Timing:** Service is provided in early fall, scheduled before the final lawn treatment of the season.
- **Overseeding:** May be added for an additional fee upon client request.
- **Irrigation Marking:** Our team will run through the irrigation zones upon arrival to test and flag sprinkler heads for visibility.
- **Other Underground Obstacles:** Clients are responsible for flagging **invisible dog fences, shallow cables, lighting wires**, and any other non-irrigation obstacles prior to the service date. We are not responsible for damage to these unflagged items.

9. Fall/Spring Clean-up

- **Scope:** Leaf/debris removal, cutting back perennials (Fall), and season-specific plants (Spring).
- **Bundled Plans:** Clients with "Fall Clean Up + Mowing" plans receive one final cut in mid-November.
- **Scheduling:** Visits may be single or recurring based on weather, canopy coverage, and provider discretion.
- **Trimming, Pruning, and Shaping Exclusions** Major structural shaping, heavy pruning of large shrubs/trees, are not included in this service and must be purchased separately.

10. Snow Removal

- **Triggers:** Service begins upon **2 inches** of accumulation or upon specific client request.
- **Contract Limit:** The seasonal estimate covers up to **four (4) visits OR 20 total inches** of accumulation, whichever comes first. Snow events exceeding these limits will be billed at the standard per-visit rate.
- **Salt:** Available upon request or as a substitute for snow removal during ice events.

11. Site Conditions, Pet Waste & Accessibility

- **Lawn Clearance:** It is the client's responsibility to ensure the lawn is clear of **pet waste, toys, hoses, furniture, large rocks, and other debris** prior to service.
- **Hidden Objects:** We are not responsible for damage to items left on the lawn or hidden by tall grass/leaves (such as garden hoses or toys) that are not clearly visible to our operators.
- **Excessive Debris/Waste:** If our crew encounters excessive waste or obstacles that prevent safe mowing, they may—at their discretion—skip service for that specific area to protect their equipment and health. In such cases, the **full service price will still be charged**.
- **Gate Access:** Gates must be unlocked and accessible on the scheduled service day.
- **Locked Gates:** If a gate is locked or blocked, we will service only the accessible parts of the property. We cannot return to service the backyard until the next scheduled visit. No credits will be issued for skipped areas due to a lack of access.
- **Pet Safety:** Please keep pets indoors while our crews are on the property. We are not responsible for pets slipping out through open gates during service.

12. Dispute Resolution & Arbitration

- **Binding Arbitration:** Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in **Rockingham County, VA**.
- **Class Action Waiver:** The Client agrees that any arbitration shall be conducted in their individual capacity only and not as a class action or other representative action, and the Client expressly waives their right to file a class action or seek relief on a class basis.
- **Legal Fees:** In the event of arbitration or litigation to enforce the terms of this agreement, the prevailing party shall be entitled to recover reasonable legal fees and court costs.

13. Scheduling, Delays & Holidays

- **Rain & Weather Delays:** We maintain a strict quality schedule. Heavy rain, extreme heat, or unforeseen operational issues may cause service delays. Our crews will resume service on the next clear day, which may shift the scheduled day for the remainder of the week. **No refunds or credits will be issued due to weather delays.**

- **Holidays:** Services scheduled on federal holidays will be moved to the following business day or adjusted to fit the crew's condensed work week.

14. Severability

- **Severability:** If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, that provision shall be **severed** from the remaining provisions, and the remaining provisions shall remain in full force and effect.