

In this document, you are referred to as the "Customer" & Prestige Lawn & Landscapes LLC will be referred to as the "Contractor". Once the Customer agrees to receive service, both parties will be agreeing to the following terms, conditions, and specifications:

TERMS, CONDITIONS & SPECIFICATIONS

PAYMENT OPTIONS & TERMS: Prestige has 3 different payment options: **Monthly Billing** in arrears is our default option. With this option, bills will be sent out monthly via USPS for the work done the month before. It will also be used for add-on items that are selected after one of the below 2 options has been transacted. **Annual Prepayment:** This option has a 3% discount, which applies only to Lawn Mowing, Lawn Treatments, Aeration, Overseeding, and Leaf Cleanup. **Monthly Installments:** This option consists of a given number of equal consecutive payments. **Number of payments and due dates are specified on page 1.** Only the Annual Prepayment is exempt from a possible fuel surcharge (see next paragraph). Monthly Billing is always available, but the Annual Prepayment & the Monthly installment options are only available until **the date specified on page 1,** and the Prepayment or 1st Monthly installment must also be returned by **the date specified on page 1.** Our mailing address and other contact info is on the top of page 1. The Customer agrees to pay amounts due on or before the due date regardless of postal delays. Any amounts that remain past due may be charged a late fee at 1.5% or \$5.00 per month, whichever is greater. If amounts continue to remain past due, the Customer will pay any legal and/or collection costs incurred by the Contractor in all collection efforts. The charge for a returned check is \$25.00.

FUEL SURCHARGE: If fuel prices increase sharply, the Contractor reserves the right to pass on to the Customer the additional cost via a fuel surcharge. The amount of the surcharge would increase as fuel prices spike upward and would diminish as they retreat. Only those who choose the annual prepayment option would be exempt (see prior paragraph). Such a surcharge has happened only twice in our 30+ year history.

RENEWAL: Renewal is automatic once service has started and will be continuous. The Customer may change or cancel his service at any time (see next paragraph). Either party will immediately notify the other should any contact information change. Annually, the Contractor will send out a "Contract/Service Confirmation" document as a reminder of previously-selected services. It will have any updated contact information, prices, specifications, terms or conditions.

TERMINATION: Either party may terminate any or all services at any time and for any reason. Short of termination, service will continue all season and renew automatically each year. Termination must be done in writing via USPS or email using the contact information on the top of page 1. The Customer is responsible to pay for work already completed. The Contractor is responsible to reimburse for any prepaid work not yet performed. The Customer's sole and exclusive remedy for dissatisfaction is termination of our agreement. Under no circumstances shall the Contractor be liable hereunder for special or consequential damages suffered by the Customer.

INSURANCE & LICENSING: The Contractor will maintain the appropriate insurances, licenses and certifications to perform work in Virginia and Fairfax County, as required by law.

CUSTOMER RESPONSIBILITIES: The Customer is responsible to clean up after their pets, and to pick up any toys, hoses, branches, or other things that may be lying in the grass prior to work being done. There may also be other items in the yard that are affixed to the ground such as sewer cleanout caps, irrigation components, and un-retracted irrigation heads. All such objects are difficult for the crews to see in the grass, and it is therefore the Customer's responsibility to insure that such objects are clearly marked prior to receiving any service that could result in damage, such as mowing or aeration. The Contractor is only responsible for damaged items that are visible and therefore which are reasonably foreseeable to have been damaged.

SERVICE SPECIFICATIONS: All services are subject to weather conditions which can prevent services from being completed as scheduled. It is possible that some services from one year could spill into January of the next year. This document may include specifications and pricing for services that the Customer has not (yet) selected. But should the Customer later select a new service all pricing, service specifications, terms, and conditions herein would then also apply - But services including multiple visits would only be charged on a pro-rata basis.

LAWN MOWING, trimming, edging, and blowing are all included in the mowing price. **Mowing intervals** will be "weekly" (every 7 days on average), "biweekly" (every 14 days on average), or a combination thereof to meet the total on page 1. Some properties may not qualify for scheduled biweekly mowing - It is available only for those with an unusually low growth rate. The **mowing season** is the 32 week period extending approximately from **late Mar through early Nov.** **Mowing equipment** will be operated so as to not damage plant material and will be regularly outfitted with sharp cutting edges for a high quality cut. **Mowing height** will be measured with mowers on a flat, paved surface and will be set at a default height of 3.5 inches. Actual mowing heights vary when large commercial mower decks travel over bumpy, uneven, or soft turf. **Mowed clippings** will be recycled and spread back into the turf. The Contractor will make 2 or more passes if needed to chop up and spread out any excess clippings, but the clippings will not be bagged or collected in any manner. **Trimming** will be done around all trees, beds, signs, fences, and etc. Long term wear done by trimmers to unprotected objects such as mailbox posts, fence posts, low trim boards, and trees or shrubs with no protective bedding is not the responsibility of the Contractor. **Edging** will be done around any sidewalks, driveways, curbs, or other paved areas if applicable. **Blowing** clippings from all paved and bedded areas will be done with each visit.

LAWN TREATMENTS will all be applied either by or under the supervision of duly certified personnel and according to labeled instructions. All applications (except Broadleaf Weed Control) will be a granular mix and will require the Customer to water the lawn for timely effectiveness if there is not sufficient rainfall. The Contractor is not responsible for under-watered applications. The Customer may choose from the 3 different treatment programs below, but any changes or cherry-picking is strongly discouraged and will result in higher pricing.

PREMIUM:	Broadleaf Weed Control (early Spring) Fertilization w/Crabgrass Control (early Spring) Fertilization w/Crabgrass Control (late Spring) Broadleaf Weed Control (late Spring) Grub/Insect Control (Spring/Summer) Fertilization (Summer) Broadleaf Weed Control (Summer/Fall) Fertilization (late Fall) Lime (Winter)	PLUS:	Fertilization w/Crabgrass Control (early Spring) Fertilization w/Crabgrass Control (late Spring) Broadleaf Weed Control (late Spring) Fertilization (Summer) Broadleaf Weed Control (Summer/Fall) Fertilization (late Fall) Lime (Winter)	BASIC:	Fertilization w/Crabgrass Control (early Spring) Fertilization w/Crabgrass Control (late Spring) Fertilization (Summer) Fertilization (late Fall) Lime (Winter)
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Fertilization will be done in 4 applications totaling 4 lbs. of nitrogen per 1,000 sq. ft. per year using granular mixes. The 1st will be applied in early spring from mid-March to mid-April. The 2nd will be applied in late spring approximately eight weeks after the first. Both will be combined with a **pre-emergent crabgrass control** for the control of annual grassy weeds. The 3rd will be applied in the late summer. The 4th is a "winterization" which will be applied in the late fall. Most of these products will contain sulfur coating for longevity.

Broadleaf Weed Control will be applied twice in the spring and/or once in the fall. The product used will be a liquid *post-emergent selective herbicide* for control of existing broadleaf weeds. In the case of an unsuccessful application (application with less than 50% mortality rate), the Contractor is responsible for a follow-up application.

Grub & Insecticide Control will be applied once either in the late spring or the early summer. Areas that are sloped or exposed to full sun are the most susceptible to grub and other insect damage.

Other Pesticides such as Insecticides, Fungicides, or Miticides are not generally available and are not included in our regular treatment programs. They should be used rarely - only if and when the need arises.

Liming will be done using a granular product. The price given is for a "maintenance" level, not a "recovery" level application (meaning that it will be done annually at a lower rate, not every 2 or 3 years at a higher rate). The purpose of liming is to reduce the acidity of the soil, which takes some time. It can be applied any time of the year, but the Contractor usually does this in the late Fall or the early Winter.

AERATION & OVERSEEDING is done as regular maintenance and cannot be relied on if "renovation" is needed. These services are generally performed together between Aug 20th & Oct 20th in such a manner as to place the seed in direct contact with the soil. Under optimal conditions, aeration holes will be average 2.5 inches deep. Some areas may be sliced or manually disturbed instead of aerated. Overseeding will be done at an average maintenance rate of 3 lbs. of seed per 1000 sq.ft. All seed used will be a premium quality mixture of at least 3 types. The seed used will be at least 99% free of noxious weeds, will be at least a 90% germination rate, and will consist only of recently developed fine bladed tall fescue(s), rye(s), and/or bluegrass(es). If "renovation" is needed, the price would be higher because additional soil disturbance and additional seed would be needed (see "OTHER SERVICES" below).

LEAF CLEANUP will be performed on all paved areas, turf areas, and bedded areas from early-November through late-December. The Customer's price does not include natural areas unless agreed to in advance. It does include at least 1, but probably 2 or 3 visits - weather permitting. That price is a seasonal rate - it is **NOT** based on the number of visits or on time. The Contractor may use many different methods (or combinations of methods) to clean up leaves to keep his time & the therefore the Customer's cost down. **Blowing** them into nearby natural areas in a non-conspicuous manner is our default method (if applicable, with permission). **Recycling** them onsite is our secondary default method using modified mulching mowers. **Piling them curbside to be vacuumed by the Contractor** is our last resort. If its not already worked into the price, this could trigger an additional charge. **Piling them curbside for the Town of Vienna to vacuum** is the primary default method only in the Town. The Contractor will not rake or bag leaves. A **"Spring Cleanup"** the following spring is included as part of the given leafclean price only if: done during the first of 32 weekly mowings or if done during the mulching operation. Otherwise it would be at additional cost. Unlike most other services, this service will be billed out a month in advance unless it has already been prepaid or is included with installments.

MULCHING is generally scheduled to be done the same week that it was done the prior year unless the Customer requests otherwise. It includes most basic bed preparation such as bed re-edging, minor cutting back of spent perennials, minor weeding, and a **"Spring Cleanup"** of minor amounts of leaves & debris. Beds will be re-edged at an average depth of 2.5 inches where possible, so as to create separation and present a sharper appearance. The Contractor will use double shredded hardwood bulk mulch installed at an average depth of 2.5 inches. Other mulches can be selected but would be at additional cost. Any price given is for mulching only that which has obviously been mulched previously. Any change in the scope of work can increase the price. Some examples are: Adding/expanding new beds, Installing/removing plant material, Upgrading to a different or colored mulch, Excessive bed cleanup, and excessive weeding.

OTHER SERVICES are available upon mutual agreement. The Contractor will give the Customer either a "fixed price", an "hourly rate", or an "estimate". We have a **minimum "hourly rate" per man-hour (2-hr minimum) labor + materials + disposal + an "estimate" of the number of hours to do the specified service.** Call us to determine the current minimum hourly rate. An "estimate" is defined as **an approximation which could vary up to 15%.** The scope of work and type of materials will need to be agreed to in order to come up with a proper numbers. All service specifications, terms, and conditions herein would then also apply.