

# 2022 Terms and Conditions

**June, 2022**

## **SERVICE**

All services continue season to season unless you contact Top Lawn electronically, by mail or by phone for any changes in your service schedule. The client is not required to be at home while the service is performed. We will automatically visit your property at the regularly scheduled intervals unless we receive your notification to discontinue.

Top Lawn will not be responsible for damaging any unsecured cables, wires, irrigation pipes, heads, lines, etc., which are not visible to the naked eye or installed deeper than 3" below ground level when performing aeration service. Please remember that our service is directly impacted by the weather and its unpredictable nature may cause rescheduling and time restraints that may prevent us from getting to you at the previously mentioned/agreed upon time.

We reserve the right to refuse to perform service deemed to be hazardous or dangerous to our service personnel or services that cannot be performed with our commonly used equipment.

## **PAYMENTS**

Payment for services (and applicable fuel, handling, processing, or other economic surcharges) is due upon receipt. For your convenience, we offer a discounted Prepay option as well as Autopay (automatic credit card/debit card or ACH payments the same day services are rendered) and Budget Billing options (monthly installments). Customer agrees that Top Lawn may contact Customer via telephone, text, or email in the event debit/credit card or bank account payment fails when processed.

## **DISCOUNTS AND SPECIALS**

New customer discount is for new residential customers only. Not to be combined with or used in conjunction with any other offer or discount. Requires purchase of a full program of services offered to receive the discount. Top Lawn reserves the right to modify or cancel specials at any time without notice. No cash value. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

## **SATISFACTION GUARANTEE**

Top Lawn Satisfaction Guarantee applies to full program customers only. Satisfaction guarantee is defined as follow up treatments provided at no cost to remedy a problem. The guarantee does not imply a money-back guarantee for applied services. Please follow our lawn, tree, and pest management recommendations and allow the program of treatments a reasonable period of time to produce results. Having done so, and based on continuous, non-interrupted services, and proper cultural practices such as watering and mowing, Top Lawn guarantees satisfactory results for the services performed. If you are not completely satisfied, call us within thirty (30) days of the last treatment, and we will work with you until you are satisfied at no additional costs.

Please note, some treatments utilize products with a labeling requirement for watering in. You agree that if the information left at your door following your treatment instructs you to water in that treatment, that you will do so. If services have been prepaid and resolution cannot be reached, all unperformed service payments will be returned. If discounts were applied to the account for pre-pay or special offer, the prices will revert back to full retail and the balance calculated before a refund is issued. We do not offer refunds for services that have already been performed.

## **ELECTRONIC COMMUNICATIONS**

When you visit toplawn.com or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

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## **REFERRALS**

All referrals must be submitted into the online account referral system to be eligible. Cannot be combined with any other offer. Subject to change without notice, no cash value. Limited time offers. Offer is not retroactive. Additional properties or businesses you own or manage are not eligible and you cannot refer yourself. For additional details feel free to contact [amber@toplawn.com](mailto:amber@toplawn.com).

## **YOUR ONLINE ACCOUNT**

You are responsible for maintaining the confidentiality of your online account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. Top Lawn reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

You agree to provide current, complete and accurate purchase and account information for all purchases made over the phone and online. You agree to promptly update your account and other information, including your email address, phone number, and credit card numbers and expiration dates so that we can complete your transactions and contact you as needed.

## **TEXT MESSAGES**

When you begin services, Top Lawn will ask for your phone numbers (including home & mobile). By providing a cell phone number, you authorize Top Lawn to send service informational text messages related to your services or to alert of a failed debit/credit card or bank account payment. You can unsubscribe from these text messages by replying STOP to any of these text messages. Messaging and data charges may apply to any text message received or sent. It is recommended you contact your cellular carrier if questions regarding messaging or data charges.

## **CANCELLATION OF SERVICES**

All services continue season to season unless you contact Top Lawn electronically, by mail or by phone. All cancellation requests by all forms of communication are provided with a cancellation number. If a dispute of service takes place, customers must provide Top Lawn with account cancellation number or other means of account cancellation confirmation. If no validation can be provided account balance must be satisfied by the account owner in full. Prices for our services are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part) without notice at any time.

Due to the limitations of some online measuring programs, we reserve the right to refuse to service property at the original agreed-upon rate if an error occurred. If a mistake was made, we will attempt to correct it and re-quote the price before services are performed. If we cannot agree on a price, we will refund any payment that was made for any services not performed.

Termination does not remove your responsibility to pay all fees or costs in collecting any past due amounts, including costs of attorneys or a collection bureau, those fees and costs will be added to your balance.

## **NOTICE OF DAMAGE:**

A client must notify Top Lawn within 48 hours of any damages caused by Top Lawn employees while performing work. [customerservice@toplawn.com](mailto:customerservice@toplawn.com) or 1-800-TOP-LAWN. In most cases, Top Lawn will address the problem within two to five business days after receiving the client's request.

## **WEBSITE CONTENTS**

Some links within the Website may lead to other websites, including those operated and maintained by third parties. We include these links solely as a convenience to you, and the presence of such a link does not imply a responsibility

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for the linked site or an endorsement of the linked site, its operator, or its contents. This Website and its contents are provided "AS IS" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website should be taken to indicate that all information in the Service or on any related website has been modified or updated.

## **FOR ONLINE SERVICE CHECKOUT**

The customer agrees all purchases made through the online account are valid. All services added to personal accounts will be performed and billed as such a chosen method at the time of checkout. An electronic signature indicates you have read these terms and conditions.

## **CHANGES TO TERMS AND CONDITIONS:**

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

By accepting this contract, you have read and understood all the terms listed above.