



Landscaping, Tree Service and Snow Removal

4291 King Rd.  
Bucyrus, OH 44820

## Standard Terms & Conditions

1. **ALL DEPOSITS ARE NON-REFUNDABLE. NO EXCEPTIONS, NO EXCUSES.**
2. SPENCER'S TREE & LANDSCAPE SOLUTIONS, LLC AGREES TO FURNISH LABOR AND MATERIALS AND IS AUTHORIZED BY YOU TO PERFORM SCOPE OF WORK TO THE PROPERTY AT THE ADDRESS SHOWN ON THE TOP OF THIS AGREEMENT. YOU REPRESENT AND WARRANT TO SPENCER'S TREE & LANDSCAPE SOLUTIONS, LLC THE RIGHT TO PERFORM SCOPE OF WORK TO THE PROPERTY IN ACCORDANCE WITH THIS AGREEMENT. THE PROCEDURES USED WILL BE DETERMINED SOLELY BY SPENCER'S TREE & LANDSCAPE SOLUTIONS, LLC.
3. BECAUSE THE SIZE OF YOUR PROPERTY IS A SIGNIFICANT FACTOR IN DETERMINING THE COST OF SPENCER'S TREE & LANDSCAPE SOLUTIONS, LLC SERVICES, SPENCER'S TREE & LANDSCAPE SOLUTIONS, LLC MAY INCREASE THE SPECIFIED CHARGES PROPORTIONALLY TO REFLECT ANY ADDITIONAL COSTS INCURRED SHOULD YOU ADD ADDITIONAL PROPERTY UNDER THE AGREEMENT. IF YOU DO NOT AGREE TO PAY SUCH ADDITIONAL COSTS, SPENCER'S TREE & LANDSCAPE SOLUTIONS, LLC MAY TERMINATE THIS AGREEMENT UNTIL ADDITIONAL COSTS HAVE BEEN AGREED UPON.
4. IN THE EVENT THAT YOU FAIL TO MAKE PAYMENT WHEN DUE, SPENCER'S TREE & LANDSCAPE SOLUTIONS, LLC RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT. A LATE SERVICE FEE EQUAL TO THE LESSER OF 1.5% PER MONTH (18% A.P.R.) OR THE MAXIMUM INTEREST RATE ALLOWED BY LAW WILL BE CHARGED ON ANY BALANCE UNPAID OVER THIRTY (30) DAYS. A SERVICE CHARGE OF \$30.00 WILL BE CHARGED FOR ANY RETURNED CHECK. SHOULD IT BECOME NECESSARY TO BRING AN ACTION TO COLLECT AMOUNTS DUE UNDER THIS AGREEMENT, YOU AGREE TO PAY ALL COSTS OF SUCH COLLECTION INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS.
5. EITHER PARTY RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT FOR CAUSE, CONVENIENCE OR ANY REASON WHATSOEVER BY PROVIDING THIRTY (30) DAYS WRITTEN NOTICE. **A 20% CANCELLATION FEE WILL APPLY. THIS FEE IS CALCULATED FROM THE TOTAL OF THE QUOTE / PROPOSAL. IF A 20% DEPOSIT WAS PAID, THE 20% DEPOSIT COVERS THE TERMINATION FEE.**
6. IN THE EVENT THIS AGREEMENT IS TERMINATED BEFORE THE EXPIRATION OF ITS FULL TERM, YOU AGREE TO PAY THE ACTUAL COST OF ALL SERVICES RENDERED PRIOR TO THE CONTRACT TERMINATION IN ADDITION TO A 20% CANCELLATION FEE WHICH IS BASED OFF OF THE TOTAL CONTRACTED AMOUNT. SPENCER'S TREE & LANDSCAPE SOLUTIONS, LLC IS SOLELY RESPONSIBLE FOR DETERMINING THE AMOUNT OR QUANTITY OF WORK AND MATERIALS RENDERED AT ANY POINT.
7. YOU AGREE TO NOTIFY SPENCER'S TREE & LANDSCAPE SOLUTIONS, LLC IN WRITING IN THE EVENT THAT YOU SELL THE PROPERTY, WHICH IS THE SUBJECT OF THIS AGREEMENT. THIS AGREEMENT SHALL BE TERMINATED UPON RECEIPT BY SPENCER'S TREE & LANDSCAPE SOLUTIONS, LLC OF YOUR WRITTEN NOTICE THAT YOU HAVE SOLD THE PROPERTY.
8. SPENCER'S TREE & LANDSCAPE SOLUTIONS, LLC IS RESPONSIBLE FOR DIRECT DAMAGE, BUT IS NOT RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THIS AGREEMENT.
9. IF ANY CONFLICTS EXIST IN THIS AGREEMENT BETWEEN TERMS WHICH ARE PRINTED AND THOSE WHICH ARE TYPED OR WRITTEN, THE TYPED OR WRITTEN TERMS SHALL GOVERN.
10. THIS CUSTOMER SERVICE AGREEMENT IS ONLY VALID IF ACCEPTED BY THE CUSTOMER WITHIN THIRTY (30) DAYS OF THE DATE SUBMITTED TO THE CUSTOMER.
11. DUE TO THE INHERENT DANGERS ASSOCIATED WITH LAWN MAINTENANCE AND LANDSCAPE EQUIPMENT, TREE SERVICE AND SNOW EQUIPMENT, ALL PERSONS NOT ASSOCIATED WITH SPENCER'S TREE & LANDSCAPE SOLUTIONS, LLC ARE REQUIRED TO BE INSIDE OF A SECURE PERMANENT STRUCTURE AWAY FROM WINDOWS OR TO STAY OUTSIDE OF A 100' ONE HUNDRED FEET RADIUS OF ALL OPERATING EQUIPMENT **AT ALL TIMES**. SPENCER'S TREE & LANDSCAPE SOLUTIONS, LLC WILL NOT BE HELD RESPONSIBLE FOR PERSONS INJURED DUE TO ENTERING THIS DANGER ZONE OR CROSSING BARRIERS, CONES, DANGER/ CAUTION TAPE OR SIGNS POSTED IN OR AROUND OUR WORK AREA.
12. DUE TO UNFORESEEN WEATHER CONDITIONS, SPENCER'S TREE & LANDSCAPE SOLUTIONS, LLC MAKES NO WARRANTY OR GUARANTEE TO THE EXACT TIME PERIOD WORK IS STARTED OR FINISHED AND TIME PERIOD BETWEEN MOWING, CHEMICAL TREATMENTS, NOR ANY OTHER TYPE OF WORK PERFORMED.
13. POURED CONCRETE HAS NO IMPLIED OR LISTED WARRANTY AGAINST CRACKING. ALL POURED CONCRETE HAS THE POTENTIAL TO CRACK. SPENCER'S TREE AND LANDSCAPE SOLUTIONS DOES NOT SUPPLY ANY WARRANTY FOR THE QUALITY OF THE CONCRETE PRODUCT AND ANY FAILURE ASSOCIATED WITH IT BECAUSE IT IS A MATERIAL SUPPLIED AND MANUFACTURED BY A READY MIX COMPANY WITH THEIR OWN QUALITY CONTROL MEASURES.

CLEARLY PRINT NAME AND AUTHORIZED SIGNATURE / DATE

