

CMS Landscaping Corp- Terms & Conditions

Applicability: You accept these Terms and Conditions by any of the following: acceptance of a proposal or estimate; enrollment in or acceptance of any full or partial program or service; commencement of services; payment for services; or written or electronic assent. Your acceptance constitutes acceptance of the Service Agreement and all terms and conditions contained therein. A copy of these terms and conditions can be found at www.CMSLandscaping.com. Any terms and conditions proposed by you in any communication that add to, vary from, or conflict with the terms herein are hereby rejected. These terms together with those set forth herein below shall govern all transactions with C M S Landscaping Corporation ("CMS Landscaping").

Notices: Notices to CMS Landscaping may be given at 175 Suffolk Street, Holyoke, Massachusetts 01040, by telephone at (413) 533-3300, by email at Karen@cmslandscaping.com, or www.CMSLandscaping.com. Notices to you may be given using the contact information you have provided for your account.

Contract Agreement; Disclaimer: The complete eradication of pests and weeds is not possible, our goal is to mitigate and control pest and weed activity to a tolerable level. CMS Landscaping applies all lawn care products per the manufacturer label.

Continuous Service: To enhance the effectiveness of the services provided, your services shall continue from year to year without any action on your part. This includes any services or programs such as the Lawn Care Program, Flea and Tick Program, Mosquito Program, Bed Weed Control Program, Plant Health Care Program, the Irrigation Start Up and End of Season Irrigation Winterization Program to automatically renew the following year, unless stated otherwise when added to your account. THESE ARE AUTOMATIC-RENEWAL PROGRAMS: UNLESS YOU CANCEL, YOUR ENROLLED PROGRAMS WILL RENEW AUTOMATICALLY FROM YEAR TO YEAR AND YOU WILL BE CHARGED AT THE THEN-CURRENT PRICE FOR THE APPLICABLE YEAR.

Your plan will continue unless you contact CMS Landscaping to cancel. You or CMS Landscaping may cancel service at any time by sending notice as described above, subject to your obligation to pay for all contracted services as provided herein.

CMS Landscaping reserves the right, in its sole discretion, to offer discounts or implement annual price increases due to inflation, cost of goods and services, or other economic factors upon reasonable advance notice. (These increases in prices will be reflected in the prepay letters for lawn care program customers.)

We will also notify you by your provided phone number, email, or SMS number at least 24 hours prior, usually 48 hours to every service visit. If we are unable to contact you and you do not contact us, we will proceed with a regularly scheduled visit.

Billing: Except as otherwise set forth herein, billing for each lawn application or treatment will occur after service is rendered with payment due upon receipt of invoice. Payment is expected within 30 days of service. Late payments will result in a suspension of service until remitted in full and will be subject to interest in the amount of one percent (1%) per month. All customers who are enrolled in our annual service plans are required to enroll in CMS Landscaping's Auto-Pay program, or prepay for their plan(s). The cost of services in your program may vary. Current year discounts may not apply in subsequent years. Any credits or discounts offered by CMS Landscaping shall only be applied to future CMS Landscaping services and are not exchangeable for cash or checks.

Pre-Pay Agreement: If you elect to Prepay for some or all your CMS Landscaping services, you acknowledge and agree that depletion of your prepayment funds is not an automatic cancellation of your account and that services, including lawn applications, will continue after your prepayment funds are depleted unless you contact us to cancel your account. If your prepayment funds are depleted, you authorize us to change payment method to auto-pay using the same debit/credit card or bank account used for your prepayment.

All pre-paid amounts shall be NON-REFUNDABLE and any remaining account balance for pre-pay (prior to completion of all scheduled plan applications) shall remain the property of CMS Landscaping, except to the extent a refund of amounts prepaid for services not yet rendered is required by applicable Massachusetts (or, where the work is performed in Connecticut, Connecticut) consumer-protection law. Early cancellation will result in loss of discount and a cancellation fee in the amount of \$25.00 may be applied. Certain refunds may be issued at the company's discretion.

Auto-Pay: Your enrollment in the CMS Landscaping Auto-Pay option constitutes your agreement to the following terms and provisions which shall be deemed a binding part of Your agreement to receive and pay for services provided by CMS Landscaping. If you are on auto-pay that means your credit card will be charged after each service is completed.

If you would like to have us charge your card to receive a prepay discount, you will need to contact us, we will **not** automatically charge the card for prepayment of service(s).

You agree to pay for all services provided and authorize CMS Landscaping to initiate electronic payment transactions from the credit card account that you have provided to CMS Landscaping.

Your consent applies to all invoices issued by CMS Landscaping for all services provided, including invoices for services that automatically renew each year.

You agree that CMS Landscaping may contact you via telephone, text, or email and further agree to promptly notify CMS Landscaping of any changes or updates to your credit card information.

You agree to promptly notify CMS Landscaping in the event of any billing errors or new credit card information so that CMS Landscaping can update the information in account.

CMS Landscaping reserves the right to revise the terms of Auto-Pay Enrollment from time to time and will provide notice of any such changes by posting revisions on the CMS Landscaping website and, for any material change, by reasonable advance notice to you by email, telephone, text, or mail, which shall be deemed effective after such notice is provided. If you do not agree with any such revisions, you must terminate the Auto-Pay Enrollment immediately on the website portal or by phone. Your continued use of the Auto-Pay Enrollment constitutes your agreement with these terms and conditions, as amended.

Check Processing Policy; ACH: Payment by check constitutes your authorization to either use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive payment, and you will not receive a copy of the check back from your financial institution. If any check, credit card, or EFT transfer payable to CMS Landscaping is not honored, CMS Landscaping will assess a \$25.00 fee for each such item (in addition to all other rights and remedies for the unpaid balance).

Property Photography and Marketing: CMS Landscaping may photograph or video the property, lawn, landscape, completed work, and/or work in progress for documentation, quality-control, educational, advertising, promotional, website, social media, and other marketing purposes.

CMS Landscaping will make reasonable efforts to avoid intentionally photographing individuals, license plates, or other unrelated private information. Photographs and videos may be used by CMS Landscaping without additional compensation to the customer.

If you do not wish to have photographs or videos of your property used for marketing, you must notify CMS Landscaping. Withdrawal from photography and marketing after the commencement of services shall not require CMS Landscaping to retrieve printed materials already distributed or posts already published.

Property Ownership and Authorization: The person accepting this agreement represents and warrants that they are the property owner or are otherwise legally authorized by the property owner to request, approve, and authorize the work described in the proposal or service agreement.

If the person authorizing the work is not the property owner, that person represents that they have obtained all necessary permissions and authority from the property owner to enter into this agreement and authorize CMS Landscaping to perform the contracted services.

The customer agrees to be responsible for obtaining any required approvals, permissions, easements, condominium or homeowners association approvals, landlord approvals, or other authorizations necessary for CMS Landscaping to perform the work. We are not responsible for disputes between you, property owners, tenants, landlords, homeowner associations, or other parties regarding authorization to perform work.

Access to Property and Work Areas: The customer agrees to provide CMS Landscaping, its employees, contractors, and authorized representatives with safe access to the property and all areas necessary to perform the contracted services.

You are responsible for ensuring that gates are unlocked, access points are available, pets are secured, vehicles and other obstructions are removed when necessary, and work areas are reasonably accessible on scheduled service dates.

You are responsible for identifying and marking the location of property lines and any underground or concealed features prior to service, including irrigation lines, invisible pet fences, utility lines, septic or cesspool components, and similar installations. CMS Landscaping shall not be liable for damage to any such features that are unmarked, concealed, or not disclosed to CMS Landscaping in advance.

If CMS Landscaping arrives at the property and is unable to perform the scheduled work because the required work area is inaccessible, obstructed, unsafe, or otherwise unable to be serviced for reasons outside of CMS Landscaping's control, CMS Landscaping reserves the right to assess a \$25.00 rescheduling fee.

Lawn and Property Measurements: Lawn and treatment-area measurements used for estimating, pricing, material calculations, and program development may be obtained using satellite/aerial imagery, mapping software, digital measurement tools, or other commercially available measurement methods.

Satellite/aerial measurements are estimates and may not always accurately reflect actual field conditions, property boundaries, lawn areas, landscape beds, paved surfaces, or other site characteristics. CMS Landscaping reserves the right to verify, remeasure, or adjust the actual service area at any time, including through field measurements or updated satellite/aerial imagery. CMS Landscaping will provide the basis for its verification or remeasurement upon request.

If a remeasurement determines that the actual service area differs materially from the area originally estimated, CMS Landscaping reserves the right to adjust the applicable service price, material quantities, treatment rates, or program pricing accordingly. Any adjustment to pricing or service quantities resulting from a verified change in measurements will apply to future services and, where applicable, to services not yet performed under the agreement.

The customer acknowledges that lawn measurements are used as a practical estimating and billing tool and that minor differences between satellite measurements and actual field conditions are to be expected.

Communications Recording and Automated Services : To provide consistent and efficient service, CMS Landscaping may use automated systems to assist with customer communications, scheduling, documentation, quality assurance, and recordkeeping.

Communications with CMS Landscaping, including telephone calls, may be recorded, transcribed, or stored where permitted by applicable law. Where consent or notification is required, CMS Landscaping will provide the appropriate notice and/or obtain the required consent before recording. CMS Landscaping will give advance notice of, and will obtain the consent of all parties to, any recorded telephone call before such recording begins.

By continuing a communication after receiving such notice, you consent to the recording and processing of the communication for legitimate business purposes, subject to applicable federal and state law. CMS will use reasonable technical safeguards and will retain recordings and transcripts only for as long as reasonably necessary for the purposes disclosed, to resolve disputes, or to satisfy legal obligations.

By providing your telephone number and/or email address, you consent to receive calls, text/SMS messages, and emails from CMS Landscaping regarding scheduling, service, billing, and account matters, including through automated systems at the number you provide. Message and data rates may apply and message frequency may vary. Your consent to receive automated marketing calls or texts is not a condition of purchasing any goods or services. You may withdraw consent or opt out of text messages at any time.

Limitation of Liability: To the maximum extent permitted by applicable law, the total liability of CMS Landscaping arising out of or relating to the services or these Terms and Conditions shall not exceed the amounts paid by you to CMS Landscaping for the specific service giving rise to the claim. In no event shall CMS Landscaping be liable for any indirect, incidental, consequential, special, or punitive damages. Nothing in this section limits any liability that cannot be limited or excluded under applicable Massachusetts or, where applicable, Connecticut law.

Indemnification: To the extent permitted by applicable law, you agree to indemnify, defend, and hold harmless CMS Landscaping and its officers, employees, contractors, and authorized representatives from and against any claims, damages, losses, or expenses arising out of your breach of these Terms and Conditions, your failure to obtain any required authorizations or permissions, or any unsafe or undisclosed conditions on the property.

Governing Law and Venue: These Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict-of-laws principles, and any action arising out of or relating to these Terms and Conditions shall be brought in the state or federal courts located in Hampden County, Massachusetts, except where required by law.

Entire Agreement: These Terms and Conditions constitute the entire agreement between you and CMS Landscaping relating to the subject matter of these Terms and Conditions, and supersedes all prior understandings, including, any prior communications whether electronic, written, or oral. Visit www.CMSLandscaping.com for a copy of this document.