

Brian's Service, LLC

Service Contract

General Terms applicable to all services

Approval: This agreement is between Brian's Service, LLC ("Contractor") and the Customer and is effective on the day that it is electronically approved or signed by the customer. This contract is valid for any and all services provided by and through Brian's Service. This agreement can be approved through an email stating that the attached agreement is approved by the Customer or upon approval of our service estimate. Customer acknowledges that the email approval constitutes a binding signature on this contract. Customer also acknowledges that approval of our estimate or invoice payment constitutes acceptance of this contract.

Customer Acknowledgement: Customer states and affirms that they are able to authorize the services and that they own the property where the services are to be performed, or are authorized by the owner of the property to have the services performed on the property. Customer agrees to indemnify and hold harmless Contractor from any and all claims of any and all third parties arising from the performance of the services requested by Customer.

Liability Waiver: Customer understands that Contractor uses machinery that can cause damage to persons and property. Customer agrees that he/she has read and understands this agreement and waiver of liability and signs it freely and of his/her own will. The operation of equipment is a dangerous activity for adults, children, or pets near the service area. Contractor requires that adults, children and pets all remain inside while any service is in progress.

LIMITATION OF LIABILITY: CONTRACTOR IS NOT LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR HOW INCURRED (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT CONTRACTOR IS NOT LIABLE FOR ANY POSSIBLE DAMAGE OR INJURY WHETHER CAUSED BY NEGLIGENCE OR GROSS NEGLIGENCE TO PERSONS OR ANIMALS WHO REMAIN WITHIN THE SERVICE AREA WHILE SERVICES ARE BEING PERFORMED BY CONTRACTOR.

Agreement Variance: This Agreement may not be varied except by a physical paper written document signed by Brian Darr and by or on behalf of the customer and attached to this contract. No verbal or other written statements by Contractor or its employees or agents can vary this Agreement.

Communication: Please feel free to contact Brian Darr (734) 660 0272 if you have any questions or concerns about our service. The employees of Brian's Service are friendly and willing to talk with customers if requested. However, customers should note that employees will be using equipment that is loud and requires concentration. Never allow pets or people in the service area or approach an employee when there is a motor running. If it is necessary for the customer to cancel or amend any part of service, a one week notice before the service date is required.

Customer Responsibilities: Customer agrees to keep service areas clear of vehicles, debris, sticks, newspapers, and various other items to ensure a thorough job. However, if there is debris/items significant enough to inhibit service of some areas, Brian's Service may remove debris/items such as sticks/leaves or lawn furniture out of the area. This service will be noted on the invoice and billed at a rate of \$50 per Person/Hr (with a minimum of ½ hr). Also, a \$20 charge will apply if Brian's Service hauls the debris away. There will be no disposal charge if debris can be conveniently deposited elsewhere on the customer's property (woods, etc). If it is suspected by the service crew that clean-up will take in excess of 1 Person/Hr the customer will be contacted for approval before clean-up efforts are started.

It is important that the service areas be kept clear of low hanging tree branches/bushes/etc. This is to allow for access by equipment and to prevent damage both to the trees and equipment. Brian's Service will periodically inspect the service area. If at that time there are tree branches or other growth encroaching into the service area, Brian's Service may not service this area till the growth can be cleared.

Underground Utilities: Brian's Service will contact Miss Dig for public utilities. However, private lines and wires will not be marked by Miss Dig. These include, but are not limited to, Electric dog fence wires, sprinkler systems, septic tanks and lines, electrical service to sheds or posts, or any other privately installed equipment. Brian's Service relies upon the customer's knowledge of private facilities so that we can do our best to avoid them in the course of our work. We require that the customer inform us of these facilities and mark them prior to our visit.

Service Estimates: The purpose of Brian's Service providing an estimate is to outline the scope of work and provide an estimate of the cost for that work. Upon completion of the work and necessary bookkeeping the total due for the project will be determined. Customer acknowledges they have read the estimate for services to be performed and they have been provided with an accurate copy containing any changes. Signing of the estimate by the Customer indicates that Customer agrees to Contractor performing the services listed in the estimate and to pay the costs for the services performed. Signing can also occur via an electronic signature or email approval.

Property Damage Claims: In the unlikely event of property damage, claims must be submitted in writing to Brian's Service via Brian@briansservice.com within thirty (30) days from the date of service. Upon the conclusion of an investigation from Brian's Service Customer Care Department, if the investigation finds the damage was caused by Contractor, Contractor will make repairs utilizing the contractor's preferred vendors. If this becomes unsatisfactory to the customer, Brian's Service will participate in legally binding arbitration. In the event of a claim, Brian's Service wishes to handle the situation in a customer pleasing and professional manner.

Arbitration. Customer and Contractor agree that any dispute, controversy, or claim arising out of or relating to this Agreement including the existence, validity, interpretation, performance, breach, or termination thereof or any dispute regarding noncontractual obligations arising out of or relating to this Agreement, whether arising in contract, tort, or otherwise, except for a failure of a Customer to pay the invoice(s) submitted by Contractor, shall at the request of any party be resolved in binding arbitration. This arbitration shall proceed before the American Arbitration Association in accordance with Commercial Arbitration Rules (the Arbitration Rules) of the American Arbitration Association (AAA) and using Michigan law as the applicable law. The location of the Arbitration will be in Chelsea, Michigan.

Payment: Brian's Service reserves the right to select the due date for payments, which may be as early as the completion date of the work. In the event a customer believes a service did not occur as specified on an invoice the customer must present their case about said items in writing within 15 days of receipt of the invoice. Brian's Service reserves the right to place any unpaid accounts into collection. Customers agree to pay all collection costs, court costs, late fees, interest of 7% per annum, or the maximum amount permitted by law, administration fees, and attorneys' fees. The parties agree that venue for any court proceedings for lack of payment will be in the Court with jurisdiction in the county in which Brian's Service resides and the parties agree to that court's jurisdiction. Lack of timely payment will void any warranty associated with the work and may result in delayed or suspended service.

Deposits: Brian's Service requires a deposit to be paid for some services before the work is scheduled. If your project requires a deposit you will be informed. Upon a customer's approval of our estimate we begin ordering materials and preparing to do the job. Deposits are non-refundable.

Marketing Materials: Brian's Service and its staff take great pride in the work they perform. For this reason we take before/during/after pictures of the jobs we do. Customer gives contractor permission to take such photos and video content and to use it for marketing both in print and online. If the customer requests we do not take photos or videos on the property the request will must be in writing to Brian@briansservice.com before the service begins. All requests to abstain from taking photos/videos will be honored.

Terms for Lawn Maintenance Service

Mowing Clippings/Debris: Many of Brian's Service mowers are side discharge machines. This means that some mowing debris (dust, lawn clippings, sticks, leaves, etc.) may be thrown by the mower up against objects such as structures, porches, landscape beds, rocks, or other areas near the service area. Brian's Service is not responsible for any damage as a result of thrown debris including, but not limited to, damage to structures, vehicles or windows. Generally, Brian's Service is able to blow such debris back into the lawn after mowing. Brian's Service and its employees do avoid blowing clippings in beds; however, it should be noted that such things cannot be prevented in certain cases.

Excess Grass Clippings: Excess grass clippings on the lawn are generally the result of several correctable factors: Too much irrigation, too much fertilizer, or infrequent mowing. If you experience this please first suspend or reduce your lawn sprinkler system cycles and suspend or reduce lawn fertilization. We can also speak about increasing the mowing frequency of your account. Your lawn will still be green and

weed free after making these changes; in fact, it will look much better. There is only so much grass growth that can be handled per service visit.

Customer Responsibilities: The Customer agrees that Customer is solely responsible for any damage to objects that protrude from the ground. This includes utilities such as water shut offs, electrical boxes, sprinkler heads, sewer vents & clean outs and any other obstacles on or near the pavement or location to which the service is being performed. Customer understands that mowing and trimming, by its very nature, involves a metal blade or plastic line spinning at high speed. Customer is responsible for all damage caused to and/or by objects in the lawn such as dog toys, golf balls, sticks or rocks.

Trimming: Trimming, a standard part of lawn service, can result in damage to objects. Customer understands that, even though the employees of Brian's Service are careful, this is a possibility. Brian's Service is not responsible for damage to objects including, but not limited to structures, siding, fencing, paint, posts, etc. that may result from trimming or mowing. Please provide to us in writing any obstacles that should not be trimmed around, or specify if no trimming is requested. Otherwise we will assume you would like us to trim around all objects.

Schedule/Billing: Lawn service is weekly. Lawn services will usually occur on the same day of the week. However, this will vary depending upon scheduling and weather conditions. The standard per mowing charge will be billed even if only part of the service area can or needs to be serviced. Mowing prices are valid for a period of 30 days from the estimate date. Rates can change during the season due to an increase in our costs with advance notice to the customer.

Terms for Snow Removal Services

The Service: Residential snow plowing service includes snow removal on the customer's driveway, city sidewalk (if present), and personal sidewalk between the driveway and the front porch (if present), and the area on the front porch between the sidewalk step and the front door. No other areas are included in our service. If the customer will like any other areas cleared this can be completed on an "On-call" basis and will be treated as a completely separate job after the storm. Salting can be selected as an additional service, at an additional cost. If salting is selected it will be performed after each plowing is completed. Brian's Service can not plow in front of mailboxes on public roads due to the dangers of maneuvering our truck on a road and risk to our staff. Sidewalks must be smooth concrete or paver surfaces. Uneven surfaces, such as flagstones or broken/cracked concrete or pavers will not be serviced.

Staking the area: Brian's Service may install plastic or fiberglass stakes along the driveway to guide our plow drivers. These stakes will be removed by Brian's Service at the end of the winter season. These markers remain the property of Brian's Service and there will be a \$25 charge if they are not there when we come to collect them. The customer should mark any obstacles of concern near the plowing area with similar stakes. Plowing service involves maneuvering a truck and steel plow blade in your driveway, usually in the middle of the night. Also this snow must be pushed off of the driveway therefore, please expect that these stakes will be damaged throughout the season. If we have not come to collect our

stakes before April 20th, the customer may assume that we have abandoned the stakes and the customer may dispose of them.

Timing: Snow removal operations commence when 1.5 inches, or more, of snow accumulates as determined by the contractor. Customer may also request plowing for a one time situation, and Contractor will make every attempt to accommodate such a request; however, Contractor does not guarantee that special requests can be honored. For the entirety of the snow removal services selected the customer understands that snow removal may be delayed or suspended because of severe road conditions or closures. If conditions allow, all snow removal services will be performed within 24 hours of the snowfall.

Liability: The Customer understands that plowing or ice control of a particular location may not clear the area to "bare pavement" and that slippery conditions may continue to prevail even after plowing or ice control services have occurred. The Customer understands that the Contractor assumes no liability for this naturally occurring condition. The Customer is aware that weather conditions may change rapidly and without notice and that the Contractor assumes no liability for such changes in conditions. During operations and after completion of operations, Customer agrees to indemnify and hold harmless the Contractor and its employees, against any and all claims by the Customer, its employees or third parties, their heirs, executors, administrators, successors, surrogates, or assignees, arising on account of death or injuries to persons or damage to property, arising out of use of, or traveling at, or onto, the Property, whether or not such claim, damage, injury or death results from the negligence of Customer, Contractor, or others.

Winter Billing: The Customer understands that the removal fee will be charged for each visit, not necessarily per snowfall. During particular large or extended snow falls more than one removal may occur. If the Contractor arrives on location and the snow has already been removed it is understood that the Customer will be billed for the standard snow plowing rate. The standard per removal rate will also apply if the Contractor must remove only some of the snow. The Contractor reserves the right to apply de-icing materials (billable at the standard rate) in the event that ice conditions threaten the Contractor's work.

Payment Terms: Snow customers paying per visit are billed for 5 visits before the start of the season, or upon their signing up. These 5 visits will be paid before any snow removal services will be performed. Prepayments will be applied to the first 5 plows. In the event that there are fewer than 5 visits for the winter, prepayments are not refundable or transferable. Prepayments are not refundable or transferable for any reason. Snow removal billing will begin after the 5 prepayments are used.

Liability: The Customer is responsible for any damage to obstacles that protrude from the surface of the pavement, surfaces to be cleared, or surfaces where the snow is deposited, including, but not limited to, utilities such as water shut offs, electrical boxes, sewer vents & clean outs and any other obstacles on or near the pavement or location to which the snow is being deposited. Customer understands that snow plowing, by its very nature, involves pushing a steel blade over the surface of the pavement. This steel blade is also pushed beyond the driveway surface to clear the driveway. If your pavement is defective,

deteriorated, weakened, frost heaved, or was installed improperly, the results of this previous damage are more likely to appear after snow plowing. Contractor is not responsible for any damages to pavement or curbs. Customer is responsible for all damage caused to and/or by hidden objects. Customer further understands that plowing or other forms of snow clearing may result in objects, such as stones, pushed into areas where the snow is to be deposited.

It is understood that the Contractor is not responsible for damages from plowing or de-icing materials to (or resulting from) ground cover, grass, sod, topsoil, sprinkler systems, shrubbery, landscape lighting, plowing markers, parking curbs, paver bricks, hardscapes, blacktop surfaces, concrete, adjacent driveways, movement of gravel, moving of vehicles, and snow piling around parked vehicles.

The Customer understands that the sidewalk crews may not work if the temperature is too low, as determined by the Contractor. The Customer agrees and understands that the Contractor reserves the right to stop working in severe conditions (without penalty), so as not to force unsafe conditions upon our employees.

Severe snow: Severe snowstorms (eg. excess of 10" of snow, or very heavy snow) may overwhelm Contractor's resources in snow clearing. In the event of a severe snowstorm, services may be delayed, suspended, or occur at a rate different from the regular snow plowing price.

Customer Responsibilities: Customer must keep vehicles garaged. It is the Contractor's policy to stay a minimum of (2) two feet away from garage doors and all obstacles in the plowing area. If a vehicle is blocking the area to be plowed, the Contractor will only plow the open portion of the plowing area if possible. If the Contractor is called back to plow the remainder of the area where vehicles or debris had been in the way, the Customer will be billed at the standard per removal fee.

Contractor is not responsible for snow banks built up by public plows AFTER service has been rendered, nor ice that forms caused by melting and refreezing after requested services were originally provided.

Limited Plant Warranty

Warranty: Brian's Service will replace dead plants (Trees or Shrubs) up to one year after the date of installation if the conditions below are met.

General Conditions:

1. Brian's Service must be informed of any plant issues immediately. This includes plants that are not doing well. This notice must be in writing via email.
2. Only plants that are provided by Brian's Service are covered, the plant must be detailed on the invoice from the original work performed. Transplants are not covered.
3. Replacement plants carry no warranty.

4. Damage from acts of nature (storms, wind, ice, animals, bugs, etc.) is not covered. Abuse of the plant and neglect is not covered. We will inspect the plant before granting a warranty replacement.
5. Brian's Service must be the only landscaper/service provider to perform work in the vicinity of the plant during this one year timeframe. Activities include (but are not limited to) Mowing, Trimming, Pruning, cleanups, leaf blowing, installing burlap, etc.
6. Warranty work will not be performed till the invoice is paid in full. Late payments void all warranties.
7. No fertilizers, soil additives, animal repellents, or other related products are permitted unless directed by Brian Darr or Devon (Managers at Brian's Service).
8. New trees and shrubs must be watered daily once installed; new trees/shrubs take a LOT of water. This daily watering needs to be continued till the plant has established roots in the ground. The plant shall be maintained in moist ground. Avoid puddles or mud. Reduce your watering upon heavy rain or saturated ground conditions.
9. Bad soil conditions on site voids the warranty. Soil such as overly wet ground, too sandy, too much clay, too rocky, or limited organic content will void the plant warranty.

Limited Grass Seed Warranty

Warranty: Brian's Service will return (if needed) approximately three weeks after seed installation to "Touch Up" areas that have not grown in well if the conditions below are met. This must be requested by the customer in writing.

Conditions:

1. Seeded areas are only subject to the warranty if the area is equipped with an operable automatic in ground irrigation system.
2. New seed must be watered daily; new seed takes a LOT of water in small doses. Do not create puddling. This daily watering needs to be continued till the seed has established good ground coverage. New seed can easily die in one day without sufficient water.
3. Avoid mud or oversaturated ground. The seed bed should be kept moist.
4. Warranty work will not be performed till the invoice is paid in full. Late payments void all warranties.
5. Brian's Service recommendations regarding topsoil, grading, etc. must be accepted and implemented by Brian's Service.

Limited Sod Warranty

Warranty: Brian's Service will return (if needed) approximately two weeks after sod installation to replace any dead pieces if the conditions below are met. This must be requested by the customer in writing via email if any dead sod pieces occur.

Conditions:

1. Sod must be watered twice daily once installed; new sod takes a LOT of water. This daily watering needs to be continued till the sod has established roots in the ground. New sod can easily die in one day without sufficient water.
2. Sodded areas are only subject to the warranty if the area is equipped with an operating automatic in-ground irrigation system.
3. Warranty work will not be performed till the invoice is paid in full. Late payments void all warranties.
4. Brian's Service recommendations regarding topsoil, grading, etc. must be accepted and implemented by Brian's Service.