

## CMS Landscaping Corp- Terms & Conditions

### Applicability

Your acceptance of full or partial programs under, or indication thereof is acceptance of the Service Agreement, and all terms and conditions contained in the "Service Agreement". A copy of these terms and conditions can be found at [www.CMSLandscaping.com](http://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 CMS Landscaping Corp.

### 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.

Lawn diseases are very unpredictable, therefore, we prefer to deal with them using cultural practices. However, if fungicides are applied, there will be an additional cost. Fungicide applications are *not* guaranteed.

During adverse weather conditions herbicides will not be used.

### 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, the Irrigation start up and the end of season Irrigation winterization to automatically renew the following year, unless stated otherwise when added to your account.

Remember, your plan will continue unless you contact CMS Landscaping at (413) 533-3300 or written communication to cancel. You or CMS Landscaping may cancel service at any time, 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 without notice. (These increases in prices will be reflected in the prepay letters for lawn care program customers.)

We will also attempt to notify you by phone and email and/or text message at least 24 hours prior, usually 48 hours to every service visit, provided however, 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 possibly interest charge may be applied. All customers are required to enroll in CMS Landscaping's Monthly Installment, Auto-Pay program, or prepay for our annual service 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 or sign up for Monthly Installments using the same debit/credit card or bank account used for your prepayment. You can contact us for the date of the month that works best for your monthly installment.

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. Early cancellation will result in loss of discount and certain cancellation fees may be applied. Certain refunds *may* be issued at the company's discretion.

## Payment Options

**Monthly Installments:** You may also elect to make payments on a monthly basis. CMS Landscaping will charge your debit/credit card or bank account for an agreed upon amount for services divided by the remaining months of that calendar year. If you wish to terminate monthly billing, you **must** call CMS Landscaping at (413) 533-3300. Any remaining unpaid balance for services rendered would be charged at cancellation.

**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 at any time, including invoices for services that automatically renew each year.

To cancel your Monthly Installments or Auto-Pay Enrollment, you **must** call/email CMS Landscaping at (413) 533-3300.

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 which shall be deemed effective at the time of posting. 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).

**Entire Agreement**

These Conditions constitute together with those set forth on our Site the entire agreement between you and CMS Landscaping relating to the subject matter of these Terms, and supersedes all prior understandings, including, any prior communications whether electronic, written, or oral. Visit [www.CMSLandscaping.com](http://www.CMSLandscaping.com) for a copy of this document.