



GENERAL TERMS & CONDITIONS

These Terms & Conditions apply to all landscaping, lawn care, maintenance, construction, and related services provided by BJ's Lawncare & Landscaping Inc. to the customer.

- 1. Scope of Work:** BJ's Lawncare & Landscaping (BJ's) will perform the services specifically described in the applicable estimate, proposal, or service agreement. Any work not specifically included is considered additional work and may result in additional charges.
- 2. Estimates & Pricing:** Estimates are based on the information and site conditions known at the time of estimating. Pricing may be adjusted if site conditions, project requirements, material costs, labor requirements, or the scope of work change. Any additional work requested by the Customer will be discussed and approved before the additional work is performed when reasonably possible.
- 3. Payment Terms:** Payment is due upon receipt of an invoice. Progress payments may be required and are due upon receipt of an invoice. All work is expected to be paid in full no later than 30 days following receipt of an invoice. Payment not paid when due will be subject to a monthly late fee of \$35.00 per month. The customer shall be liable for all collection costs including reasonable attorney fees. Warranties contained herein will not be honored and will become void should the customer be in default of a payment obligation. BJ's reserves the right to suspend / pause services on accounts with an overdue balance.
- 4. Access to Property:** The Customer agrees to provide BJ's with reasonable access to the property during scheduled service times. The Customer is responsible for notifying the Company of any locked gates, access restrictions, underground utilities, irrigation systems, septic systems, invisible fences, or other conditions that could affect the work.
- 5. Underground Utilities & Property Markings:** The Customer is responsible for identifying and notifying the Company of private underground utilities, irrigation lines, invisible fences, drainage systems, septic components, landscape lighting, and other privately installed underground features. BJ's will exercise reasonable care when performing work; however, BJ's is not responsible for damage to unmarked or improperly marked private utilities or underground installations.
- 6. Weather & Site Conditions:** Scheduled work may be delayed or rescheduled due to rain, snow, extreme temperatures, saturated soil, storms, unsafe conditions, or other circumstances beyond the company's control. BJ's will make reasonable efforts to reschedule weather-related work as soon as practical.
- 7. Lawn & Plant Health:** BJ's will use reasonable care when maintaining lawns, plants, shrubs, trees, and landscaped areas. However, BJ's does not guarantee plant survival, lawn performance, or the elimination of weeds, pests, diseases, or other conditions affected by weather, soil conditions, irrigation, drainage, animals, insects, disease, or other factors outside the company's control.
- 8. Irrigation & Watering:** The Customer is responsible for providing adequate irrigation or watering unless watering is specifically included in the scope of work. Newly installed plants, seed, sod, and other landscape materials may require additional watering and maintenance to establish properly.
- 9. Lawn Mowing:** Mowing services include routine mowing and reasonable trimming of accessible lawn areas. Excessively tall grass, neglected areas, or lawns requiring additional labor may be subject to additional charges. BJ's is not responsible for scalping or lawn damage caused by uneven site conditions, or heavily saturated soil.
- 10. Materials:** Materials supplied by BJ's will be selected based on the agreed-upon scope of work. Availability, manufacturer changes, seasonal availability, or supply-chain conditions may require reasonable substitutions of equal or comparable quality. Material warranties, when applicable, are limited to warranties provided by the manufacturer or supplier.



11. Customer-Requested Changes: Changes to the approved scope of work may affect the price and completion schedule. Additional work will be billed at BJ's applicable rates unless otherwise agreed upon in writing.

12. Property Damage: BJ's will take reasonable care to protect the Customer's property while performing services. The Customer acknowledges that normal landscaping operations may involve equipment, vehicles, soil disturbance, grass clippings, debris, and other conditions that can temporarily affect the property. BJ's is not responsible for pre-existing damage, deteriorated surfaces, improperly installed materials, or conditions not reasonably visible or known before work begins.

13. Customer Responsibilities: Providing reasonable access to the property. Identifying private underground utilities and other hidden property features. Providing access to water when required for plant or lawn establishment. Removing or securing personal property, toys, hoses, decorations, vehicles, dog waste, and other items that may interfere with scheduled work. Informing BJ's of known hazards or special property conditions.

14. Cancellations: Customers requesting cancellation, rescheduling, or skipping a routine service should provide reasonable advance notice. BJ's reserves the right to charge for scheduled work, materials, mobilization, or other costs already incurred when cancellation occurs after work has been scheduled or commenced. All project work will be determined on a case-by-case basis. Cancellations, rescheduling, or requests to skip a routine service may incur a 10% inconvenience fee based on the service total.

15. Service Complaints: Customers should notify BJ's promptly of any concerns regarding completed work. BJ's will make reasonable efforts to inspect and address legitimate service concerns. All service concerns must be communicated by the customer with BJ's no later than 2 weeks after initial completion of the work to be eligible for any warranty labor, credits, job scope adjustments, or material adjustments.

16. Photos, Property Documentation: BJ's may photograph completed work or site conditions for documentation, estimating, quality control, and business purposes. Customer-identifying information will not be intentionally included.

17. Media Use: BJ's may utilize company captured photos of BJ's performed work for the purpose of marketing, advertisement, and promotional activities on social media platforms such as Facebook and Instagram. BJ's will not include any confidential customer information. No photos will be used in a way to misinterpret a customer or the property. Customers reserve the right to opt out of our media use at any time. Customer may request removal of images from public platforms at any time.

18. Liability: BJ's will provide services in a professional manner and with reasonable care. To the extent permitted by law, BJ's is not responsible for indirect, incidental, consequential, or pre-existing property damage arising from conditions outside BJ's reasonable control.

19. Termination of Services: Either party may terminate ongoing services in accordance with the applicable service agreement. BJ's reserves the right to terminate services for nonpayment, unsafe working conditions, abusive or inappropriate conduct, repeated access issues, or other circumstances that make continued service impractical.

20. Right to Refuse Unsafe Work: BJ's reserves the right to delay or refuse work when conditions are considered unsafe for employees, subcontractors, customers, equipment, or property. Unsafe conditions may include but are not limited to uneven ground surfaces, poison ivy, bees/hornets, aggressive animals, proximity to building structures, proximity to vehicle traffic, and general hazards. Unsafe work conditions that disrupt a job may be subject to an additional fee to arrange a return trip to the property when conditions are deemed safe.

21. Acceptance: By approving an estimate, signing a proposal, authorizing work, or allowing services to begin, the customer acknowledges that they have reviewed and accepted these Terms & Conditions.