

White Hollow

YARD & HOME

LANDSCAPE & SNOW REMOVAL TERMS & CONDITIONS

WE ARE SO THANKFUL YOU HAVE CHOSEN WHITE HOLLOW, LLC! PLEASE REVIEW THE TERMS BELOW.

PARTIES	This agreement is entered into between WHITE HOLLOW, LLC, a Massachusetts limited liability company with an address of 60 Aldrich Street, Granby, Massachusetts 01033 (hereinafter referred to as "Contractor") and the Client. Contractor and Client mutually agree as follows:
LIMITATIONS	Contractor reserves the right to refuse to provide services due to inaccessibility of Client's property (for reasons such as, but not limited to, locked gates or vehicles blocking access). For safety, Contractor reserves the right to refuse to provide services due to interference of the Client, animals, or other persons (ex. if a person continues to enter a work area after being informed they cannot be in the work area for safety). For lawn repairs, lawn installations, landscape installs, and plantings: The responsibility to water and care for the grass and/or plants is on the Client. As such, we cannot offer guarantees on grass and plants.
LIABILITIES	Contractor is only to be held liable for damage to property or persons on Customer's premises as a direct result of the negligent actions of the Contractor. Contractor will not be held liable for damage caused to Client, Client's property, other persons or other person's property on the Client's premises by any of the following: • advice, suggestions, or consultation given • general debris being struck or displaced by equipment • unmarked or hidden underground utilities or pipes (see Dig Safe notice below) • protrusions or any objects or structures hidden in work area being struck by equipment • interference by any persons or animals with Contractor in the performance of the services • personal and all other property left in and around the service areas • general debris, loose paving materials, gravel or ice being struck, lifted and displaced by snow removal equipment • changes in water runoff due to services provided • slips, trips, and falls as a result of uneven or slippery surfaces



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LANDSCAPE & SNOW REMOVAL TERMS & CONDITIONS, CONT.

Dig Safe notice: Contractor is required to notify Dig Safe 4 days prior to when any digging is to occur.

Snow removal notice: snow removal services will be provided for storms with 2 inches of accumulation or more, unless otherwise requested by Client. Contractor will make best effort to remove snow from required areas. Contractor is not liable for damage to property or persons due to unpredictable natural conditions such as black ice. Contractor is not liable for damage to property or persons due to snow or ice that occurs after services are provided.

MARKETING TERMS

Contractor reserves the right to photograph all areas where services were rendered for marketing and social media use. Client names and addresses will not be shared unless otherwise agreed upon.

Client agrees to allow Contractor to display one yard advertisement sign for the duration of the project.

Communication with the Contractor automatically enrolls the Clients (and potential Clients) in Contractor's emailing list. Clients may opt out of marketing and newsletter emails at any time.

PAYMENTS & LATE FEES

Payments are due 15 days after invoicing. Payments made after the due date may be subject to a \$5 late fee per week. Client shall be responsible for any costs (including but not limited to attorney's fees and court costs) incurred by Contractor in collection of delinquent accounts. Contractor reserves the right to discontinue or suspend services if payments are overdue.

TERMINATIONS

Either party may terminate this contract for any reason by email or writing. A 7 day notice is required for termination. Client is responsible for payment of all services rendered up to that date.

