



Creekside Landscaping Terms of Service Agreement

7584 Rush river Dr. Suite 710-235, Sacramento, CA 95831

916-630-7800

Web site: www.creeksidelawnca.com

E-mail: info@creeksidelawnca.com

1. Creekside shall furnish the below agreed upon services for the property located at: **Your Street Address** determined in writing by email or phone conversation. This agreement is a month to month contract and may be terminated as of the last day of any month by either party giving to the other party not less than 30 days prior **written notice** of intention to so terminate.
2. **Mow/Edge/Blow:** Mow lawn areas weekly to maintain an even well-clipped appearance. Edge lawn areas a maximum of one time every other week. Clippings will be placed in Client's yard waste container or bagged and placed in Client's trash can. (Debris will be removed for an extra charge at the Client's request.) Sweep or blow off walkways, patios, and driveways as needed. There will be certain months throughout the year when client will receive lawn maintenance five times instead of the usual four times. In lieu of this, client may miss a week of yard service during the months of December, January, and February. Service will not be available on New Years Day, Labor Day, Independence Day, Memorial Day, Thanksgiving, and Christmas.
3. **Turf Maintenance Customers:** Lawn areas will be fertilized 6 times per year to maintain good health, vigor, and color throughout the year. This service includes aeration twice per year.
4. **Pruning:** Prune and shape shrubs (excluding rose bushes) in accordance with overall aesthetics.
5. **Weeding:** Weeds in planter areas will be treated through spray applications of post emergent herbicides. Although consistent applications will be applied, no guarantee is given. Eighty percent (80%) control indicates treatments are working. Applications will be made up to two times per month.
6. **Aeration Service:** Available at an additional charge.
7. **Additional Services:** All labor not included in this agreement will be charged at our normal hourly rate or by prior bid. All materials not included in this agreement will be charged to client. Client shall reimburse Creekside for rental of equipment necessary for additional services not included in this agreement.
8. **Disclosures:**
 - On non-weather permitting days service will not be completed for that week.
 - Repairs because of storm damage, vandalism, damage done by others or conditions beyond Creekside's control such as over or under watering will be born by client.
 - Creekside employees will attempt to close any gates opened for service. However, Creekside does not assume any liability if a gate is left open.

-Irrigation clocks and sprinkler heads can be checked at no charge to Client upon request while Creekside is performing regular weekly Mow/Edge Service. Needed repairs will be made and billed to client with prior approval.

9. Terms of Contract:

-If it shall become necessary for Creekside or Client to give notice of any kind, the same shall be written and served by sending such a notice by regular mail or email to the last known address of Creekside or Client.

-This agreement shall be binding upon the successors of Creekside, and the heirs, administrators, executors, successors, and assignees of Client.

-In the event of legal action to collect a past due account, Client agrees to pay all collection costs including late charges of \$25.00 for payments made after the 10th for service rendered the prior month, attorney's fees, and court costs.

10. Compensation: Creekside shall receive for services rendered, the amount agreed upon by Creekside and Client either by email or phone conversation. The fee is guaranteed for 1 year and may be adjusted by Creekside upon 30 days written notice to Client.