



MAGNIFICENT SEVENTH
LANDSCAPE SERVICES, LLC

RESIDENTIAL LAWN MAINTENANCE CONTRACT **“Terms of Service”**

Scope of Work

Magnificent Seventh Landscape Services, LLC. will herein be referred to as “Contractor”. Contractor will furnish all necessary materials, equipment, and labor to perform the following scope of work:

Contract Period

The contract period will continue until the client provides in writing notice of cancellation of contract and must provide notice within 30 days of the date for which the cancellation of service will be in effect.

The Contractor shall provide the services listed below.

Mowing Contractor shall mow the grass as stipulated on the initial contract form and as selected by the client. If a client wishes to change designated services, the client must provide another sign-up form within 30 days of the date services are to be changed. Contractor management has the right to deny the request at any time and reserves the right to change the date of service to fit all client needs and to protect the employees and contractors by providing a safe environment.

Edging

All sidewalks and curbs, to include driveways and ground level patios, shall be edged with a mechanical metal blade edger. All sidewalks, curbs, driveways and ground level patios shall be blown clean of all grass cuttings, dirt, and debris at each visit within the client’s property lines.

Trimming

Grass around all street signs, lamp posts, fences, and any other obstructions shall be trimmed to maintain a well-manicured appearance.

Other Services

The client may request other services to be provided out of scope of the service contract.

The contractor reserves the right to determine the charge for out-of-scope services. However, the charge if out of scope services are provided must be communicated and agreed upon by the client prior to services being provided.



MAGNIFICENT SEVENTH
LANDSCAPE SERVICES, LLC

Other Charges:

Clean-Up and Trash Removal

1. The Contractor shall ensure all sidewalks, curbs, driveways and ground level patios are blown free of clippings after each mowing.
2. Any trash removal will be billed as a separate charge of \$85 per truck load which includes hauling away clippings, limbs, and other items upon request.
3. Any toys, trash or excessive animal fecal matter will result in a \$25 dollar fee as it obstructs the lawncare team from providing efficient services.

Personnel The Contractor shall designate, hire, and dismiss the personnel necessary for the care, upkeep, and maintenance and servicing of specified property. The Contractor shall provide training for each employee that will include instruction in community rules, site and equipment operation and maintenance, local health department requirements, conduct and professional problem-solving techniques. The Contractor shall provide supervision of its employees and its employees shall conduct themselves in a polite and acceptable manner when on the grounds.

Insurance and Licenses the Contractor shall maintain General Liability Insurance from an insurance company to cover bodily injury and/or property damage directly due to the negligence of the Contractor, his agents, or his employees.

The Contractor shall maintain Workmen's Compensation Insurance in accordance with State requirements.

The Contractor shall maintain the following:

- Business License
- Commercial Auto Insurance Policy

Additional Services and Obligations Customer agrees to promptly notify Contractor in writing of any dissatisfaction with the maintenance service provided within 24hrs of the date services are received by client to ensure that maintenance is performed as agreed.

Any complaint about services must be addressed to the contractors' management directly and not through a third party.

Billing and Payment:

If payment is not processed due to wrong payment information, services will be terminated effective immediately until correct payment information is received by the contractor and any outstanding payment is processed.

This Agreement shall be governed by the laws of the State of Texas and constitutes the entire agreement between the parties regarding its subject matter.



MAGNIFICENT SEVENTH
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Arbitration Clause for Magnificent Seventh Landscaping Services LLC

1. Agreement to Arbitrate:

Any dispute, claim, or controversy arising out of or relating to this contract, including the breach, termination, enforcement, interpretation, or validity thereof, shall be settled by arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules.

2. Arbitration Location:

The arbitration shall take place in Houston, Texas unless the parties agree in writing to a different location.

3. Number of Arbitrators:

The arbitration shall be conducted by a single arbitrator, unless the amount in dispute exceeds \$100,000, in which case the arbitration shall be conducted by a panel of three arbitrators. The arbitrators shall be selected in accordance with the rules of the AAA.

4. Governing Law:

The arbitration shall be governed by the laws of the state of Texas, without regard to its conflict of law principles.

5. Arbitration Award:

The arbitrator(s) shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based. The award shall be final and binding, and judgment on the award may be entered in any court having jurisdiction.

6. Costs and Fees:

The parties shall bear their own costs and expenses, including attorneys' fees, associated with the arbitration. However, the prevailing party may be awarded its reasonable attorneys' fees and costs by the arbitrator(s), in accordance with applicable law.

7. Equitable Relief:

Notwithstanding the foregoing, either party may seek equitable relief, including injunctive relief, in a court of competent jurisdiction to prevent the unauthorized use or disclosure of confidential information or to protect its intellectual property rights.

8. Waiver of Jury Trial:

To the fullest extent permitted by law, the parties hereby waive their right to a jury trial for any disputes arising out of or related to this contract.

9. Severability:

If any provision of this arbitration clause is found to be unenforceable, the remaining provisions shall remain in full force and effect.

10. Modification:

This arbitration clause may only be modified in writing, signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this arbitration clause as of the effective date of the contract.



MAGNIFICENT SEVENTH
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Customer Agreement

Yes, I would like Magnificent Seventh Landscape Services LLC. to perform my lawn maintenance services for the terms provided on the sign-up form. I have read, understand, and agree to the terms specified in the contract.

I agree to and understand the billing and agree to Magnificent Seventh Landscape Services LLC to process my payment for services rendered. By submitting this online form, I agree to all terms and conditions listed.