



PRIORITY LANDSCAPING AND LAWN CARE, LLC

www.prioritylandscape.com • 1594 Folly Road • Charleston, SC 29412 • 843-588-6327

CONTINUOUS SERVICE:

To optimize the effectiveness of your program, it is important to apply the right products at the right time. For this reason, your program continues from year to year without any action on your part. At the end of each season, we may remind you that your program will resume in the coming year, and we may also give you an opportunity to save money by prepaying for next year's program. Remember, even if you choose not to PrePay, the program will resume unless you contact us and cancel your program.

PRICING:

From time to time, upon written notice to you, **Priority Landscaping** may amend this agreement, including implementing a price increase for the services in your program. If **Priority Landscaping** does not hear from you within ten (10) days of such proposed amendment, the amendment shall become final. Current year discounts may not apply in subsequent years.

SATISFACTION GUARANTEE:

Priority Landscaping will revisit your property as needed between scheduled visits to ensure you are satisfied with the results of our services. Guarantee applies to annual plan customers only.

DISCLAIMER OF WARRANTIES:

Because we are a services company and do not manufacture products, we only warrant our services with our "Satisfaction Guarantee." Except as otherwise provided or where prohibited by law, we provide no further warranty as to our services, and all third-party manufactured materials or goods provided or installed by us in connection with our services are provided without warranties by us of any kind, either express or implied, including but not limited to warranties of title, implied warranties of merchantability or fitness for a particular purpose, or non-infringement of third-party rights. To the maximum extent permitted by applicable law, we make no representations and expressly disclaim the above warranties including any as to the reliability, quality, or performance of any third-party manufactured materials or goods used or installed in connection with our services.

LIMITATION OF LIABILITY:

Our liability is limited so we can provide professional services at a reasonable price. Except as otherwise provided or where prohibited by law, in no event under any theory of liability shall Priority Landscaping or Priority Landscaping's parents, subsidiaries, affiliates, predecessors, successors, assigns, insurers, officers, directors, current and former employees, attorneys, owners, investors, shareholders, administrators, business units, or agents be liable for any loss or claim arising from injury to person or property, product defect or failure, acts or omissions by you or a third party, loss of use, profits, or opportunity, and/or any other indirect, special, incidental, exemplary, consequential, or punitive damages, regardless of whether Priority Landscaping had notice of the possibility of such loss, claim, or damages. Because some states do not allow the above limitation of liability, it may not apply to you and you may have additional rights. In the event the above limitation of liability does not preclude liability or is found unenforceable, you agree your exclusive and sole remedy from Priority Landscaping or its agents is limited to the monetary amount previously paid by you to Priority Landscaping.

CANCELLATION POLICY:

Your program will continue, year after year, until you or we cancel. To cancel, email angel@prioritylandscape.com.
You or Priority Landscaping may cancel your program at any time without penalty.



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MANDATORY ARBITRATION:

We don't expect you'll ever have a dispute with us. If you do, we ask that you please contact us so we can try to resolve it. If we cannot, we want to make sure the dispute is efficiently and fairly decided by a neutral arbitrator. Except where prohibited by law, you agree any claim against Priority Landscaping or its agents must be resolved through confidential arbitration before a single arbitrator of the American Arbitration Association ("AAA"), pursuant to its Consumer Arbitration Rules available at www.adr.org, and governed by the Federal Arbitration Act. You agree that you are waiving rights you would have if you went to court, that you may only bring a claim in your individual capacity and not as a class member in any purported class or representative proceeding, and that the arbitrator may not consolidate claims or preside over any form of a representative or class proceeding. You agree to bring any claim within one year of execution of this contract by submitting a written demand for arbitration with the AAA and promptly providing a copy to Priority Landscaping by mail to 1594 Folly Road, Charleston, SC, 29412. If the amount in controversy is \$500 or less, the parties will conduct any hearing by telephone or videoconference; otherwise, the parties will conduct any hearing in person at the capital of your state of residence or other mutually agreed-upon location. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's Consumer Arbitration Rules.

PREPAY DISCOUNT OFFER:

We offer a 10% discount for prepaying at the beginning of each calendar year. To take advantage of this offer, call or email for more information.

PREPAYMENT AGREEMENT:

If you elect to PrePay for some or all of your **Priority Landscaping** services, you acknowledge and agree that depletion of your prepayment funds is not an automatic cancellation of your account and that services, including those containing the application of pesticides, 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 convert your account to AutoPay status using the same debit/credit card or bank account used for your prepayment and to charge your debit/credit card or bank account for the cost of each service after it is performed.

SCHEDULED SERVICES:

Any additional services added throughout the year will be an additional charge. PrePay amount only covers the services listed upon the agreement. To ensure you receive the best agronomic plan, applications listed may not be performed in the order they are listed, and some may be performed on the same day. Additionally, our products are most effective when delivered at the right time each season. Because of this, it may take less than 12 months to provide the applications needed for your area.

CHECK PROCESSING POLICY ACH:

When you provide a check as payment, you authorize us either to 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 your payment, and you will not receive your check back from your financial institution.

RETURNS:

In the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account. For any checks returned for insufficient funds, we will charge you a \$20.00 fee.