

TERMS & CONDITIONS

GENERAL PROVISIONS:

1. This Agreement is based on an estimated start date and the property as described or as it exists on the date of inspection.
2. Invoices will be sent out based on the Payment Terms. *InvoGreen* will determine when a project or milestone is completed. Invoices for recurring services will be sent out approximately twice per month, around the 15th and 30th. Unless otherwise agreed upon, payment is due in full upon receipt.
3. Payments may be made by Visa, MasterCard, American Express, or Check unless other arrangements made.
4. Unless indicated herein, *InvoGreen* is not responsible for obtaining permits, engineers, or engineering plans.
5. *InvoGreen* at its discretion may engage subcontractors to perform work hereunder, provided *InvoGreen* shall fully pay said subcontractors and in all instances remain fully responsible for proper completion of this Agreement.
6. Customer is legally authorized to make decisions at the job's address and enter into this agreement
7. All change orders shall be in writing, signed by all parties, and shall become part of this Agreement. If a project requires more material or labor than estimated, then this might affect cost and is not considered a change order.
8. *InvoGreen* warrants it is insured for injury to its employees as a result of *InvoGreen*, its employees or subcontractors.
9. Unless stated otherwise herein and when appropriate, *InvoGreen* will leave jobsite in broom clean condition.
10. *InvoGreen* shall not be liable for any delays due to circumstances beyond reasonable control including but not limited to: strikes, weather, casualty, acts of nature, Fire, change orders, start dates, disputes, responsiveness, or material availability.
11. *InvoGreen* shall not be liable for any damage, or limitations, to materials, services, or work performed, now or in the future, caused by negligence, environmental conditions, weather, soil issues, weeds, chemicals, insects, animals, drainage issues, structure issues, equipment, miscommunications, unforeseen issues or other work performed on the premises.
12. Customer is responsible for notifying *InvoGreen* of any underground structures that might be encountered during a job. *InvoGreen* is not responsible for any damage to underground wiring, plumbing, hoses or any other underground structures.
13. Materials, plants, or other items provided to Customer by *InvoGreen* are covered by the manufacturer's or seller's warranty, if any, and not *InvoGreen*. Retaining walls and pavers have a 3-year warranty on labor. Unused materials or similar items will remain the property of *InvoGreen* and do not affect the project cost.
14. In the event Customer shall (a) fail to pay any payment due, or (b) fail to honor, or threaten to breach, any part of Agreement for any reason, *InvoGreen* may cease work without penalty or breach of Agreement pending resolution.
15. Customer pays collection costs, fees, and a 1.5% monthly late charge on returned checks, chargebacks, or past due invoices. Payment history, service termination, or other risks require immediate payment, including by credit/debit card on file.
16. This entire Agreement shall be governed by the laws of St. Louis County, MO. In a legal dispute, the prevailing party shall be entitled to recover its actual attorney's fees and costs, including expert witness fees.
17. If payment isn't made as agreed, then a mechanic's lien will be filed, and interest and penalties added to amount due.
18. Additional "Scope of Work", if needed, to be included as signed Addendum(s) with this Agreement. *InvoGreen* will resolve any issue or contradiction in any Addendum or Agreement without penalty of any kind to *InvoGreen*. These "Terms & Conditions" take precedence over any other part of the Agreement herein or any other Addendum.

MOWING & LANDSCAPING SERVICES:

1. Use caution when approaching employees using equipment and keep pets and children inside during service.
2. *InvoGreen* will not perform any additional work without authorization by all parties.
3. Weekly mowing is approximately every 7 days; bi-weekly mowing is approximately every 14 days. Weather or conditions may require scheduling service for the next available day. This may result in a shorter period between service dates.
4. *InvoGreen* is not responsible for damage or service issues resulting from objects or conditions on the property. Locked gates, pets, Customer rescheduling, or accessibility issues may incur a trip fee if we can't perform all services.
5. Customer may cancel without charge a visit with 48 hours notice. Email cancel@invogreen.com or call (314) 925-0565. Services should not be considered cancelled until the Customer receives confirmation of cancellation.
6. Any issues with service must be reported by the Customer within 24 hours of the issue occurring.
7. Mowing services automatically renew every year for the period of April 1 – October 31. *InvoGreen* will contact Customer before the first visit each year with an estimated start date. Mowing may be cancelled at any time with 14 days notice.

(Updated 08-14-2018)