

Northern Property Services, LLC

2015 Summer Service Terms and Conditions

Dates of Service - The actual dates of services are approximate depending on weather conditions. Spring season is expected to begin early April, and Fall is expected to end early November, but either may be earlier or later depending on weather conditions. The actual dates of services shall be solely determined by Northern Property Services.

Weekly Lawn Mowing - Includes weekly mowing, line trimming and blowing ground surfaces clean of grass clippings. The base price is set accordingly to a weekly mowing schedule on a specific day Monday through Friday when Northern Property Services is in Customer's service area. We may arrive a day or two later than normal during the week with excess amounts of rainfall as determined by Northern Property Service's sole discretion, or after a holiday.

Additional Charges - The base mowing price will increase if Customer requests a different service day, bagging of grass clippings or removal of sticks. There may be additional charges as determined in Northern Property Services' sole discretion, if Customer requests less than 3 continuous weeks of mowing, require cutting of lengthy grass that needs to be bagged, double cut and/or blown, fail to remove animal droppings or have property containing newly installed sod.

Skipping and Cancellation of Mowing - During the mowing season (Approx. April to October), if Customer wants to skip a week of mowing due to dryness or slow growing turf, Customer must call Northern Property Services at least 2 business days before Customer's scheduled mow and we will skip that week. Northern Property Services requires a minimum of three mowing visits per month throughout the season to maintain Customer's contract. Canceling the Customer's mowing contract requires written notification or email at least 30 days prior to termination.

5-Star Lawn Care Package - Weekly mowing, line trimming and blowing along with a spring and fall clean-up. The discount will be calculated solely on the total fall clean-up price and will be applied to the fall clean-up service only. To be eligible for this discount, Customer must have continuous weekly mowing through the season as well as a spring and fall clean-up. Discounted amount may vary and/or subject to change at any time without notice. Only valid for residential Customers.

Spring and Fall Clean-up - Includes removal of leaves and clippings from property. Prices are subject to change if property has not been cleaned by Northern Property Services the previous spring/fall. Weekly mowing Customers will receive two fall clean-up visits, non weekly mowing Customers will get one scheduled fall clean-up visit. Scheduled dates for spring and fall clean-ups are weather permitting and shall be solely determined by Northern Property Services.

Sprinkler System Services - Spring Start-up - In the spring, Northern Property Services will turn on the water to Customer's system, program the controller and rain sensor. We will check sprinkler heads for any leaks and ensure that they are functioning correctly. Any repairs necessary will be performed and billed at an additional charge after Customer approval.

Fall Winterizing - In the fall, Northern Property Services will turn off the water and winterize Customer's system. A commercial grade air compressor is used to expel water within irrigation lines. Winterizing is a preventative maintenance service, but does not guarantee that no freeze damage will occur. We will also note if any repairs or leaks will need to be addressed in the spring.

Northern Irrigation Package - Includes a spring start-up, fall winterization and one visit during the summer to ensure everything is in working order.

Dethatching - Includes dethatching of lawn and removal of thatch debris. There may be additional charges for dethatching if grass is determined by Northern Property Services to be lengthy as it will need to be cut before the dethatching is performed.

Aeration - Aeration of turf reduces soil compaction. Plugs are left on turf and will gradually break down returning to enrich the soil.

Marking Sprinkler Systems and Invisible Fencing - For services such as aeration, it is required that sprinkler heads and invisible fencing are marked prior to service. Northern Property Services can flag sprinkler systems for a nominal fee. If not provided advance written notice of the systems, Northern Property Services will not be liable for any damage caused to unmarked sprinkler heads, buried underground sprinkler systems and/or invisible fencing cables, wires, etc.

Fertilizing Program

1st Application: Crabgrass pre-emergent w/fertilizer. This application helps control germination of crabgrass.

2nd Application: Liquid weed control application. This application helps control dandelions, clovers, plantain and other broadleaf weeds.

3rd Application: Slow release fertilizer. This application helps thicken and green the lawn.

4th Application: Liquid weed control application. This application helps control dandelions, clovers, plain and other broadleaf weeds.

5th Application: Winterizer fertilizer. This application enhances root building and prepares the lawn for winter dormancy.

Shrub Fertilizing Program - This 3 step program will help to ensure that all plants and shrubs receive their nutrients all year long. The first application will be applied in the spring followed by second and third application in the summer and fall time.

Landscape Weed Control - Available for weekly mowing Customers only. Northern Property Services will spray weeds within Customer's landscaping and any hardscaping. Service will be performed as needed to keep weeds under control. Listed price is per month.

Perennial Plant Clean-up - Perennial plants will be cut down for the year when they go dormant. This will help to ensure Customer's landscape will keep its clean appearance.

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Taxable Items – Certain lawn care items and services are taxable, which will be included as a separate line item in Customer's invoice. Irrigation and snow removal services are non-taxable items.

Remedy – In the event that Customer is not satisfied with the services provided, Customer must notify Northern Property Services within 3 days of the service being performed. Failure to provide written service within this timeframe will be deemed an acceptance of the Services. Within 14 days of receiving such written notice, Northern Property Services shall re-perform the services, which shall be the Customer's sole and exclusive remedy.

Other Damages - In the event of any suspected damage to the Customer's property caused by Northern Property Services, Customer must notify Northern Property Services immediately. Arrangements for repair must be made through Northern Property Services. Any repair by outside parties not authorized by Northern Property Services will not be credited. NORTHERN PROPERTY SERVICES'S MAXIMUM LIABILITY FOR ALL LOSSES, CLAIMS, DAMAGES OR COSTS FOR ALL CAUSES OF ACTION INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) SHALL NOT EXCEED THE TOTAL CONTRACT PRICE. IN NO EVENT WILL NORTHERN PROPERTY SERVICES BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

Invoices Are Due and Payable Within 30 Days - If an invoice has not been paid within 30 days from the date of the invoice, Customer shall be subject to late payment charges as set forth below and service may be suspended until paid in full or terminated. Accounts over 90 days in arrears may be turned over to a licensed collection agency.

Payment Method - Northern Property Services accepts cash, check, cashiers check and online payment through QuickBooks Payments including Bank transfers, Visa, MasterCard, Discover and Amex.

Paperless billing - By enrolling into paperless billing Customer agrees to receive invoices online. Customer will no longer receive paper invoices via US mail. Invoices will be sent to the email address Customer provided Northern Property Services on the contract. To ensure delivery, add (Billing@NorthernProServices.com) to Customer's contact list.

Late Payment Charge - A minimum of \$25.00 per month may be applied to the Customer's invoice on the unpaid balance if the payment is not received by Northern Property Services within 30 days of the invoice date.

Returned Checks - Returned checks will be charged a minimum \$30.00 service fee and may interrupt recurring services and be cause for suspension or termination.

Canceling Services - To cancel service, email (Billing@NorthernProServices.com), fax or mail written notice to Northern Property Services. Northern Property Services will confirm receipt of cancellation. Notice of cancellation must be received at least 5 business days before services performed. Lawn mowing, fertilizing and/or snow removal service(s) require a 30 day notification. Customer shall be obligated to continue payment of services for thirty (30) days from the date of notice, if less than thirty (30) days of notice is given. Please indicate which services will be terminated and the date of termination. Northern Property Services may cancel this contract at any time with or without cause with no advanced notice required.

Miscellaneous - No waiver by Northern Property Services with respect to any breach or default of any right or remedy shall be deemed to constitute a continuing waiver of any other breach or default or any other right or remedy, unless such waiver is expressed in writing signed by Northern Property Services. The invalidity of any provisions of this Contract shall not affect the validity of any other provision of this Contract which shall remain in full force in effect.