



Clark Logic EarthWorks — Lawn Maintenance Terms & Conditions

Hours of Operation

Office hours are **10:00 a.m. to 4:00 p.m.**, Monday through Friday.

Site service days are Monday through Friday; Saturday service may be scheduled at Clark Logic EarthWorks' discretion. No Sunday services are performed.

Service Scheduling & Changes

We observe national holidays, and service days will shift accordingly. Early-week holidays may result in service later that week or the week prior.

To guarantee a schedule change (e.g., skip service, add work), you must call or email before **2:00 p.m. the business day prior** to your scheduled service. For Monday service, contact us by Friday before 2:00 p.m.

If our crew arrives without timely notice to skip service, the visit will be billed. Weather delays may occur, and rescheduled work will continue as soon as possible.

Force Majeure: Clark Logic EarthWorks is not liable for delays caused by weather, labor shortages, or other conditions beyond our control.

Standard & Additional Services

Standard service includes mowing, trimming, and blowing grass clippings. This does **not** include leaf removal or flowerbed weeding.

Clark Logic EarthWorks

9830 Portage Road, Portage, MI 49002 | 269-382-LAWN (5296) | info@earthworkslawnandlandscape.com

Additional services such as edging, seasonal cleanups, and bed maintenance are available upon request and will be billed separately. All extra work must be approved by the office; crews cannot add tasks without prior approval.

Site Conditions & Property Protection

- Please ensure all people and pets are indoors before crews arrive.
 - We are not liable for damage to personal or real property that is not clearly visible, marked, or disclosed — including irrigation systems, buried cables, and landscape lighting.
 - We do not guarantee pet containment; if an animal poses a threat, the crew may skip that area.
 - Clark Logic EarthWorks is not responsible for damage to sprinkler systems unless caused by proven negligence.
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Workmanship & Quality

Report quality concerns within **24 hours** so we can correct the issue. We cannot adjust invoices or redo work after this window. Skipping or every-other-week services may lead to diminished quality not covered by our 24-hour policy.

Photos & Marketing

We may take photos before, during, and after service for records or promotional purposes. No identifying information will be shared without client consent.

Payment Terms

Invoices are sent around the **25th of each month** and **31st** and are due by the **10th of the following month**. We accept payments by **credit card** (online or over the phone), by **check** or by **ACH**. Please note that **cash payments are no longer accepted**.

Overdue balances accrue **1.5% monthly interest**. Collection costs will be added to outstanding balances.

Additional Charges

- Fuel surcharge if fuel exceeds \$3.50/gallon
- Double cutting billed at company discretion
- \$15 per visit for excessive pet waste
- Extra charges for overgrown lawns after nonpayment suspensions

Termination of Service

Clients may cancel with **30 days' written notice** (email or mail).

Clark Logic Earthworks may suspend or terminate service without notice for late payment, safety concerns, or breach of terms.

General Terms

Limitation of Liability

Clark Logic EarthWorks is not liable for damages exceeding the total fees paid by the client for services under this agreement, including indirect or consequential damages.

Indemnification

The client agrees to indemnify and hold Clark Logic EarthWorks harmless from claims, damages, or legal actions arising from services provided, except where caused by Clark Logic EarthWorks' proven negligence.

Dispute Resolution

Any disputes will first be addressed through good-faith mediation. If mediation fails within 30 days, either party may pursue legal remedies under Michigan law.