

Terms & Conditions

Last updated 05/07/2024

AGREEMENT TO OUR LEGAL TERMS

Available at <https://westcountylandscaping.com/terms>

We are West County Landscaping LLC, DBA West County Landscaping and/or WCL Nursery Center, a company registered in Missouri.

You can contact us by email at sales@westcountylandscaping.com or by mail to 224 Benton Street, Valley Park, MO 63088.

These Legal Terms constitute a legally binding agreement between West County Landscaping and their agents (Contractor/We) and you, whether personally or on behalf of an entity, the property owner, and other responsible party as outlined in the service proposal (Client/You/Your). You agree that by accepting our services you have read, understood, and agree to be bound by all of these Legal Terms.

Supplemental terms and conditions or documents that may be posted from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Legal Terms at any time and for any reason. We will alert you about changes by updating the “Last updated” date of these Legal Terms, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Legal Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes by your continued use of our services.

Products and Services

The Contractor will provide a proposal to you for work to be performed, except as noted below. Your acceptance of any proposal indicates your acceptance of our services as outlined within this agreement and your commitment to pay for services as outlined in the proposal and this document.

The Contractor's proposal may include discounts for selection of multiple services. Selection of less than all quoted services may result in a rate increase for the selected services. You may elect to pre-pay for services, annually before March 1st of each year, to receive a 5% discount on all pre-paid services. See Prepayment Discount Terms and Conditions section below for details.

Hourly Services

Some services may be quoted at an hourly rate. These services are billed per person per hour and have a four hour minimum charge unless specified otherwise. You may be responsible for fees in addition to the hourly rate. Disposal of materials including, but not limited to, leaves, sticks, shrub clippings, weeds, old mulch, and trash may be performed at the crew's discretion or when required to perform the contracted work. Disposal of such debris may be billed in addition to the quoted rates. When products are used to perform the quoted services these products will be billed to you in addition to the quoted hourly fee. Your acceptance of these services indicates your acceptance of these potential additional fees.

Scope of Work & Additional Fees

Services listed on the proposal assume the property is in a well maintained condition. Most proposals are based on publicly available property measurements and no site visit is performed. We are unable to verify the condition of your property when preparing our proposal. Service required to restore the property to a well maintained condition is considered beyond the scope of the proposal and will be performed by the Contractor and billed to the Client. For example, there may be additional charges for 1) mowing of grass taller than eight inches, 2) controlling excessive weed growth as part of a fertilizer package, 3) removing excessive mulch that is causing damage to plants or structures 4) removal of dead plant debris or fallen limbs 5) repairs to an irrigation system to restore proper operation, 6) excessive dog waste. These are intended as merely examples and are not an all inclusive list. This proposal does not include any unforeseen complications, delays, or changes. The location of subsurface utilities is not known at this time. Complications and delays related to the location of utilities and other subsurface improvements (unless specifically stated) are not included in this proposal and may result in additional charges. Services performed are expressions of our best professional judgment but are not guarantees unless specifically stated.

Service Disruption Notice

If you need to reschedule a service please provide at least a 36 hour notice. That will help us ensure efficient scheduling by allowing us time to notify our team members and provide service to other clients. We will take reasonable steps to perform the work as specified in the agreement. However, if we are unable to complete the service at the scheduled time, due to no fault of our own, you may be billed for the full service fee. For example, you may be charged for the full service if 1) an appointment was scheduled but you are not available at the time of appointment, 2) a service is scheduled to be performed but in order to perform that work other repairs are needed prior to completing the scheduled service, 3) we are unable to reasonably access the worksite. These are examples of reasonable steps to perform the work that may result in fees but is not an all inclusive list. While we reserve the right to charge for specific scenarios, we do acknowledge extenuating circumstances that are beyond control such as sudden illness or emergencies.

Change Orders

If a Client requests to have work performed which is beyond the scope of the original agreement, the Contractor may elect to perform this work for the Client. This work will be billed at up to \$195 per person per hour plus products or disposal as outlined above, unless a written Change Order is accepted. In many cases the Contractor will elect to perform requested services without a written change order to reduce the Client's costs associated with additional mobilization of resources.

Standards of Care

The Contractor will schedule completion of contracted work according to industry standards. Weather and other factors will result in changes to the work schedule. The Contractor accepts no liability for damages or inconvenience resulting from service delays.

Claims of Loss

The Contractor accepts no liability for damages, errors, or omissions greater than the value paid for the contracted service in which the loss occurred, when reasonable precautions are used per industry standards. All claims of loss must be made within 15 calendar days of such loss. If the Contractor determines the claim is substantiated, financial compensation, repairs, or replacement may be offered at the sole discretion of the Contractor. Any offer of compensation for such loss will be paid calculated on actual cash value less depreciation.

Invoices

We will send an invoice to you on a regular basis, normally each month. Payment is typically due within 15 days of the invoice date and will be indicated accordingly on the invoice. If payment is not received by the due date services may be interrupted. There is no late payment penalty, however, a late payment fee, up to the legal maximum, may be charged to cover the costs of managing and collecting past due accounts. The Contractor will typically apply payments to oldest open invoices first, however, may apply payments to any open invoice at their discretion.

Payment Terms

You agree to provide current, complete, and accurate payment information. You further agree to promptly update account and payment information so that we can complete your transactions and contact you as needed. You agree to pay all charges at the prices then in effect for your services and any applicable fees. A credit card is required on file in order to schedule services to serve as a payment guarantee. Expiration of credit card on file may result in interruption of services. Interrupted services may automatically resume once a new credit card is added to an account and payment is received, unless otherwise specified. **You authorize us to charge your payment provider for any such amounts. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. You expressly authorize us to charge any** balance more than 14 days past due to any payment method on file.

Returned/NSF Checks or Credit Card Charge Backs

If a Client payment is returned, disputed, or charged back (returned) for any reason, the Client will pay a per instance minimum charge of \$35.00 (to cover our costs of investigating and processing the matter) up to actual costs. If a payment is returned, then, for the purposes of calculating late charges or events of default, it will be as if returned payment had never been made. We will reprocess payment for the amount due as per the terms of this agreement. Additionally, finance charges up to legal maximum may accrue on the account. Attorney fees, collection fees, and other reasonable costs may continue to accrue until payment is received. Payment can be made by check or online bill payment to West County Landscaping and mailed to 224 Benton St. Valley Park, MO 63088, or by credit card. For the safety of our staff, we are unable to accept cash payment. A service fee up to 3.5% may be assessed on any credit card transaction, at the sole discretion of the Contractor. Any credit card information provided to the Contractor will be securely

stored by a third party processor. The Contractor meets the Payment Card Industry Data Security Standard and assumes no liability for breaches in security.

Prepayment Discount

West County Landscaping offers an effective 5% discount on qualifying recurring maintenance services when prepaid by March 1st of each season. When you make a payment for 95% of the estimated annual total cost we will issue you a credit for the remaining 5%. This discount is only available when the 95% prepayment is made by check to West County Landscaping before March 1st of each year. We are unable to accept cash, credit card, or other forms of payment for this discount opportunity. The payment is first applied to any outstanding balance due. Any portion of the payment exceeding the balance due will be considered the prepayment amount. Contractor will divide the prepayment amount by 0.95 then subtract the prepayment amount to determine the amount of the 5% prepayment credit. The prepayment and the prepayment credit will be applied to the account as a credit balance. Services will be invoiced throughout the service season. The credit balance will be applied to invoices upon exhaustion of the prepayment. Estimated prepay amounts are prepared based on the anticipated cost of contracted services to be performed throughout the season. Contractor offers no guarantee that the total for services performed will equal the estimated amount. Any changes to the anticipated services may result in a credit remaining on your account or a balance due. The Client will be notified of the account balance on regular invoices throughout the service season. There is no discount offered for services that are not paid by the initial account credit or for services that are added throughout the service season. At the conclusion of the service season any remaining credit balance will be automatically applied toward future services. The Client may request a refund of any remaining credit after all services have been invoiced for the service season. Upon request, Contractor will refund the 95% prepayment portion of the remaining credit by check within 30 business days. Your prepayment indicates your acceptance of these terms.

Auto Pay

The Client may choose to enroll in automatic monthly payments with Contractor. You will be invoiced each month for services provided. Your card will be charged for the balance due on the due date of the invoice. If the due date falls on a weekend or holiday then the payment will be processed the following business day. If you choose to enroll electronically, please allow up to 5 business days for our office to finalize your request. The Contractor reserves the right to charge any past due invoices to your credit card in addition to the automatic monthly payments. Client is responsible for providing updated credit card information in the event that their credit card expires, is compromised, or

otherwise is unable to be used. Client must notify Contractor at least five days prior to any scheduled payment if they wish to stop automatic monthly payments.

Renewals & Rate Adjustments

For your convenience your agreement will automatically renew annually on February 1st unless either party provides notice to the other of its intent to terminate as outlined in the Termination section. All rates may be subject to an automatic annual rate increase of up to the greater of 5%, or the annual inflation rate for the prior calendar year, effective February 1st of each year, without notice. Prices are subject to additional changes with notice.

Warranty

Landscape plants acquired and installed by the Contractor have a 1 year single replacement warranty when property is subscribed to our Landscape Stewardship program. This warranty guarantees the plants will be alive one year from the date of install. Ultimately, it is the responsibility of the Client to perform all maintenance including but not limited to pruning, watering, weeding, and pest management. Turf grass sod has a 24 hour warranty. Sod is guaranteed to be alive at the time of installation and for 24 hours following. It is the responsibility of the property owner to provide proper irrigation and pest management. A hardscape feature has a 5 year warranty covering the repair costs for any excessive bowing or settling that compromises the stability of the structure resulting in errors or omissions in the construction process.

Termination

Either party may terminate this agreement, by written notice to the other, with at least 30 calendar days notice. If Client terminates the agreement the Contractor reserves the right to recover from the Client costs for services provided and costs incurred for services not yet provided prior to the termination date. Termination of the agreement shall not affect the obligation of Client to pay Contractor all amounts owing or to become owing as a result of services delivered, in part or in full, on or before the date of such termination. West County Landscaping LLC reserves the right to refuse any contract received.

Privacy Policy

We do not share your information except as necessary to provide, improve, and administer our services, and to comply with the law. We use cookies and other systems to monitor how you interact with our online services in order to provide you with relevant marketing and well as to improve your online experience.

Disputes

We look forward to a mutually productive relationship with you. If, however, you become dissatisfied for any reason with the fees charged, or the services we performed, we encourage you to bring that to our attention immediately. In particular, we expect you to raise any disagreements about the amount of our fees or the services for which you have been billed within the first 30 days after a bill has been sent to you. We believe that most disputes between Client and Contractor can be resolved by good faith discussion between the parties and we therefore encourage you to bring such to our attention as promptly as possible.

Severability

This agreement is severable. If any provisions of this agreement are found to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this agreement

Notice in compliance with 429.012 RSMo.

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.