

TERMS & CONDITIONS: Owner and O'Neill Landscape Group LLC. ("OLG") enter this agreement ("Agreement") for the completion of the work ("Lawn Maintenance") reflected in the detailed description of work. Owner agrees to pay OLG the amount detailed in this agreement annually in a monthly installment plan for services rendered monthly by OLG.

1. SERVICE. All schedule changes and/or special requests by the client, (i.e. skip weekly service due to other work around the home, or added tasks for crew) are to be made through the office and require a minimum forty-eight (48) hour notice prior to your normal scheduled service day. Services shall be rescheduled at a later date and at the discretion of OLG to meet the annual number of visits stated in this Agreement. During periods of extended rains or inclement weather, both parties agree and understand that production delays will occur and/or alter the day weekly on which service falls. Delayed or missed service week(s) will be made up in the calendar year and will not be reimbursed or credited. Client is not required to be at home while service is performed. The service area must be accessible and free of obstructions (lawn furniture, toys, trash, bio-hazardous materials, etc.) prior to service visits. All pets must be secured as to pose no threat to service personnel. If we find obstructions, we will service what we have access to. OLG will not be responsible for damaging any unsecured cables, wires, lines, etc., which are not installed deeper than 3" below ground level and clearly marked with white flags or white paint. OLG shall not be responsible for any harm damage caused by ejections or projectiles from its equipment, including lawn mowers and string trimmers, and Owner expressly waives and releases OLG from any liability arising therefrom. The Owner is solely responsible for informing Contractor, in advance, of any lines or pipes, such as lighting, invisible fences, irrigation, or other items that could be harmed by use of mowers, string trimmers, or other maintenance equipment. Contractor cannot be held responsible for damage to any item that Contractor was not made aware of or any item that was not previously installed correctly.

2. BILLING. Lawn "Annual Maintenance Plans" are fixed agreements for 12 consecutive months, beginning with the month in which this Agreement is executed. The agreed price for "Annual Maintenance Plan" will be billed in twelve monthly installments. Payment for the first month, if executed on a day other than the first day of a month, will be prorated based on the number of times service is scheduled by OLG for that month, and is due at the time the Agreement is executed. The subsequent eleven months are billed on the first day of each month for services to be rendered in that calendar month. Payment must be received by the 15th day of each month to avoid suspension of service. A late payment fee of \$25.00 will be applied.

3. CONTRACT RENEWAL AND TERMINATION. Lawn "Annual Maintenance Plans" shall automatically renew on each anniversary date of this Agreement's execution for one year terms. Owner or OLG may prevent automatic renewal by providing written notice at least 30 days in advance of the anniversary date. 30 days written notice is required prior to termination by either party. Prepayment cancellations will be calculated and determined by the number of completed service visits following origination of this agreement, less the prepayment discount.

4. COLLECTION & LEGAL REMEDIES All monies that remain due and owing to OLG thirty (30) days after the invoice date shall accrue interest at the rate of sixteen percent (16%) per year, not exceed the maximum allowable rate or amount under Georgia law. If any payment from Owner is returned for non-sufficient funds or otherwise dishonored by the relevant financial institution, OLG will charge Owner a service fee of the greater of i) \$30.00 or ii) 5% of the face amount of the check; plus the amount of any fees charged to OLG by its financial institution as a result of the instrument not being honored. Owner shall be liable for all reasonable collection costs, attorneys' fees, arbitration or court costs, or other expenses incurred by OLG in the collection of monies owed under this Agreement.