



Maintenance Terms & Conditions

Office Hours:

Monday – Friday 7:00 a.m. – 6:00 p.m.

Saturday 7:00 a.m. – 3:00 p.m.

Office Phone – 346-500-LAWN (5296)

Lawn Maintenance:

- √ For a one time cut, there is a \$10.00 fee that will be added to your normal rate.
- √ If any yard is overgrown or for any reason takes extra time to provide the normal service, SMM Enterprises Operating, LLC dba SMM Property Services (SMM) reserves the right to charge a surcharge to make up for the expense we incur from taking longer than allotted.
- √ Debris from work not done by SMM Property Services can be picked up for an extra charge, i.e. tree/shrub trimmings, flower bed debris, raked or bagged leaves, etc.
- √ Your yard will be mowed with a commercial lawn mower. There is an additional \$5.00 fee to bag the grass, all bags will be hauled away from the property.
- √ As a safety precaution, when crews arrive to service your property, please make sure no one is outside, especially children and pets. They should be brought inside to protect them from flying debris that could result in injury.
- √ SMM Property Services is not responsible for damage that may occur to items left out on your lawn, i.e. hoses, toys, decorations or debris.
- √ SMM Property Services is not responsible for property damage caused by flying debris (debris left on yard, rocks, etc.) that may occur to customers property, i.e. windows, doors, siding, cars, etc. Please make sure your lawn is picked up before we arrive so crews can mow without incident.

Scheduling:

- √ Weather, maintenance issues or other unforeseen circumstances may prevent service on your scheduled day, in those cases service will be re-scheduled for the next available date.
- √ If there are heavy rains during the week, our schedule may run behind schedule by several days.
- √ Please contact us before your appointment if you think your yard is too wet to cut.

- √ SMM Property Services observes National holidays and services may be done earlier or later those days.

Payments & Fees

- √ We accept VISA, MasterCard, Discover, PayPal, Online Payments and Checks for services rendered.
- √ Invoices will be sent via email after the service is complete. Payment is expected within 5 days of invoice date. If your account becomes past due, your services may be suspended until the balance is cleared.
- √ Late charges may be applied to accounts with a past due balance, not to exceed \$15.00 per week.
- √ If your check is returned to SMM Property Services for NSF; there will be a \$25.00 returned check fee added to your account and the entire balance must be paid immediately. You will get a courtesy call from SMM Property Services along with a formal notification in writing via E-mail or USPS. If the check is returned more than once, we will not be able to accept checks from you as a form of payment any longer.
- √ Customer agrees to pay all costs of collection, including collection agency fees, court costs, and attorney and legal fees incurred pursuing a delinquent balance.
- √ REFUNDS: SMM Property Services does not offer refunds after the lawn is serviced. If we fail to meet your expectations on a specific occurrence, please contact us to review the situation within 1 business day.

Responsibility & Liability

1. SMM Enterprises Operating LLC expressly disclaims any liability for damage or broken sprinkler heads. Sprinkler equipment failure is not the responsibility of the lawn crew. Properly installed and correctly working sprinkler systems should never be damaged by the lawn crews. SMM Property Services will not accept responsibility for improperly installed sprinkler systems that are damaged by our equipment. If damage is reported, we will inspect the damage and if its determined that the damage was caused by our crews carelessness or negligence, we will assume responsibility for repairs or replacement.
2. SMM Property Services expressly disclaims any liability for damage to any exposed wiring, cables, or electrical wiring that are not properly installed or buried. If damage is reported, we will inspect the damage and if its determined that the damage was caused by our crews carelessness or negligence, we will assume responsibility for repairs or replacement.
3. SMM Property Services expressly disclaims any liability for containing pets on your property. We will always close gates that are opened for service but we will not be held liable for gates that are left open or pets that escape from the yard.

4. If there is a pet in the backyard and/or the gate is locked on the scheduled service day and our crew feels threatened by the pet, we will not mow the backyard and you will be charged for the entire service and the backyard will be completed at the next regularly scheduled service appointment.
5. SMM Enterprises Operating LLC carries 1 million dollars in liability insurance.
6. Services will remain in effect until we are notified of intent to cancel via email at scott@smmpropertysrvc.com. A minimum 24 hour notice is required prior to the next appointment. Failure to notify us 24 hours in advance may result in additional fees being added to your account.

Revised 02/01/2020.

Updated terms and conditions will be uploaded to www.smmpropertysrvc.com

By Signing below you acknowledge that you have received a copy of these terms and conditions and agree to them as listed above.

Property address:

Customer name: