

# RECURRING SEASONAL SERVICE AGREEMENT

## Eagle Lawn Maintenance and Management LLC

This Recurring Seasonal Service Agreement (“Agreement”) governs recurring lawn and snow services provided by **Eagle Lawn Maintenance and Management LLC d/b/a Eagle Lawn & Snow (“Company”)** to the customer identified on the corresponding estimate, proposal, or invoice (“Client”) for the service address listed on that document (“Service Address”).

The estimate, proposal, or invoice issued by Company is incorporated into this Agreement by reference and forms part of the binding service contract.

---

## ACCEPTANCE OF AGREEMENT

Client agrees to this Agreement by any of the following actions:

- approving or accepting an estimate or proposal issued by Company
- paying an invoice issued by Company
- scheduling service or allowing service to begin at the Service Address

By taking any of these actions, Client acknowledges that they have read and agree to the terms of this Recurring Seasonal Service Agreement.

---

## 1. SERVICE RENEWAL & SEASONAL PERIODS

### 1.1 Lawn Service

**Annual Renewal Date:** April 15

**Typical Season:** May 1 through October 31

Lawn service typically begins in the first full week of May, or the week prior depending on weather and turf conditions.

The season averages approximately **twenty-four (24) visits**. Actual visit count may vary based on weather, growth conditions, and safety considerations.

---

## 1.2 Snow Service

**Annual Renewal Date:** October 15

**Typical Season:** November 1 through April 30

Snow service may begin earlier or extend later depending on snowfall and weather conditions.

---

## 1.3 Seasonal Flexibility

All dates listed are approximate and not strict guarantees.

Company retains sole discretion in determining:

- seasonal start and end dates
- service timing
- route scheduling

Overlap between lawn and snow operations may occur during transitional weather periods.

---

## 2. AUTOMATIC RENEWAL

Service renews automatically each season on:

- **April 15 (Lawn Service)**
- **October 15 (Snow Service)**

Unless Client cancels in writing on or before the applicable Renewal Date.

Company will provide renewal notice and updated pricing **between thirty (30) and sixty (60) days prior to renewal.**

Cancellation may be submitted via:

Email: [support@eaglelawvt.com](mailto:support@eaglelawvt.com)

Text: 802-461-9564

Mail: 103 Elm Street, Northfield VT 05663

---

### 3. PAYMENT PLAN SELECTION

Client selects one of the following payment plans:

- One-Pay
- Two-Pay
- Six-Pay
- Thirteen-Pay (Year-Round Only)

The selected payment plan automatically renews unless changed before the Renewal Date.

Client authorizes Company to maintain a valid **card or bank account on file** for billing under the selected payment plan.

---

### 4. PRICING

Pricing applies to the seasonal program as a whole and may change annually.

Promotional or early-renewal pricing applies **only to the specific season offered** and does not carry forward to future seasons.

---

#### Mid-Season Enrollment

Clients enrolling after the seasonal start date may be offered prorated pricing at Company's discretion based on the remaining portion of the season.

Such adjustments do not convert services to per-visit billing.

---

# 5. PAYMENT TERMS

## 5.1 General Terms

Invoices are due upon receipt unless otherwise structured under the selected payment plan.

An invoice becomes **past due if not paid within ten (10) calendar days** of the invoice date.

If payment is not received by the **eleventh (11th) day**:

A **one-time late fee of three and one-half percent (3.5%)** of the outstanding balance will be applied.

Any unpaid balance after the eleventh (11th) day will also accrue **interest at one and one-half percent (1.5%) per month (18% annually)** or the maximum permitted by Vermont law until paid.

Late fees and interest may be charged to the card or account on file.

If an account becomes past due:

- Company may suspend services without notice
- Company may remove the Client from route scheduling
- Company may require full payment of the seasonal balance before resuming service

Client may not withhold or delay payment based on service complaints.

Client agrees to pay all reasonable collection costs including attorney fees and court costs.

---

## 5.2 PAYMENT PLAN STRUCTURE

### A. One-Pay Plan

Full seasonal balance due at enrollment or renewal.

---

### B. Two-Pay Plan

#### Seasonal Service (6-Month Season)

- First payment due at enrollment or renewal
- Second payment due twelve (12) weeks after service start

### **Annual Service (Lawn + Snow)**

- First payment due at enrollment or renewal
  - Second payment due twenty-four (24) weeks after service start
- 

### **C. Six-Pay Plan (Seasonal Only)**

- First payment due at enrollment or renewal
  - Remaining payments billed every four (4) weeks during the active season
- 

### **D. Thirteen-Pay Plan (Year-Round Only)**

- First payment due at enrollment or renewal
- Remaining payments billed every four (4) weeks year-round

Failure to remain current may result in **service suspension and removal from route scheduling.**

---

## **6. REFUNDS & CANCELLATION**

Client may cancel service with **seven (7) days written notice.**

Because routes, labor, and equipment capacity are reserved for the full season, **seasonal fees are non-refundable once the season begins.**

Service credits or adjustments, if any, are issued **at Company's sole discretion.**

---

## **7. SERVICE PACKAGES**

Services depend on the package selected in the **Client's accepted proposal or estimate,** which is incorporated into this Agreement.

---

### **7.1 Lawn Service Packages**

## Standard Lawn Program

Includes:

- Turf mowing
- String trimming
- Blowing of hard surfaces
- Two (2) seasonal tidy services

Seasonal tidy services include cleanup of accessible turf and bed areas as appropriate for the property.

Leaves and organic debris are **mulched and may remain on site unless otherwise specified.**

---

## Premium Lawn Program

Includes:

- All Standard Lawn services
- Full spring cleanup
- Full fall leaf cleanup

Cleanups include **mulching of leaves and debris.**

Leaves may remain onsite as mulch unless otherwise specified in the proposal.

Cleanup scope is determined based on **property size, layout, and site conditions.**

---

## 7.1.1 Seasonal Program & Visit Frequency

Lawn maintenance is billed as a **flat seasonal program**, not per visit.

Client is paying for **ongoing lawn care throughout the season**, not a guaranteed number of visits.

The typical season averages **approximately twenty-four (24) visits**, though actual visits may vary.

Company may skip or adjust visits due to:

- slow growth
- drought conditions

- saturated soil
- extreme heat
- unsafe ground conditions

Skipped visits for these reasons are **not credited or refunded**.

The seasonal fee **does not decrease if fewer visits occur and does not increase if additional visits are performed**.

---

## 7.2 Snow Service Packages

### Standard Snow Program

- Mechanical plowing of designated driveway areas
  - Three-inch (3") snowfall trigger
- 

### Premium Snow Program

Includes:

- All Standard Snow services
- Sanding application following plowing when conditions require
- Same three-inch trigger

Snow service provides **reasonable vehicular access**, not bare pavement.

Snow and ice may remain and slippery conditions may occur.

Company is not responsible for **slip-and-fall incidents caused by residual snow or ice**.

---

### Optional Seasonal Shoveling Add-On

If selected in the proposal:

- Clearing of designated walkways and entry areas
- Service performed after plowing when trigger depth is reached

Shoveling service must be selected in writing and priced separately.

---

## 7.2.1 Seasonal Visit Cap & Overage Pricing

Seasonal snow service includes up to **thirty (30) plow visits per season.**

A “plow visit” means one deployment in response to a storm event.

If more than thirty visits are required:

**\$\_\_\_\_\_ per overage visit** will be billed as specified in the accepted proposal.

Overage charges may be billed automatically to the payment method on file.

Visit count is determined by Company route records.

---

## 7.3 Additional Services (Not Included)

The following services are **not included unless specifically listed in the accepted proposal:**

- Mulch installation
- Light shrub trimming
- Bed maintenance beyond seasonal tidy
- Roof snow removal
- Additional sanding beyond selected package
- Landscape projects
- Storm cleanups

Additional services require **separate written approval and pricing.**

---

## 8. ACCESS & SKIPPED VISITS

Client must keep service areas accessible.

If service areas are blocked or unsafe, Company may skip the visit.

Skipped visits due to inaccessibility are **billed as completed service and not credited.**

---

## 9. PROPERTY CONDITION; DAMAGE; CLAIMS

Normal wear and incidental contact may occur during lawn and snow operations.

Company is not responsible for:

- pre-existing damage
- concealed obstacles
- unmarked items in service areas

Claims must be submitted **in writing with photos within seven (7) days** of service.

Company's liability is limited to repair, credit, or payment not exceeding the amount paid for the affected service visit.

---

## 10. SERVICE LIMITATIONS

Company is not responsible for delays caused by:

- weather conditions
- municipal restrictions
- equipment failure
- force majeure events

Exact arrival times are not guaranteed.

---

## 11. GOVERNING LAW

This Agreement is governed by the laws of the **State of Vermont**.

Venue for any dispute shall be **Washington County, Vermont**.

---

# 12. ENTIRE AGREEMENT

This Agreement, together with the accepted estimate, proposal, or invoice issued by Company, constitutes the entire agreement between the parties.

The accepted estimate or proposal controls the **specific services, pricing, and property details** for the Client.

Any amendments must be in writing.

---

# AUTOMATIC RENEWAL NOTICE

**THIS AGREEMENT RENEWS AUTOMATICALLY EACH SEASON UNLESS YOU CANCEL IN WRITING BEFORE APRIL 15 (LAWN) OR OCTOBER 15 (SNOW).**

---

# OPTIONAL SIGNATURE ACKNOWLEDGEMENT

Signature is not required for this Agreement to be enforceable.

Acceptance occurs through estimate approval, invoice payment, or commencement of service.

Company Representative: \_\_\_\_\_

Client Signature (optional): \_\_\_\_\_

Date: \_\_\_\_\_