



TERMS & CONDITIONS

OBSTRUCTION OF SERVICE:

- No services will take place in obstructed areas. Including but not limited to; access to property and available parking to service area.

NON-REGULAR SERVICE CONTRACT AGREEMENT:

- Non-Regular Services (any services not outlined in purchased package) will be billed out hourly with a minimum of one hour. These services are rendered only upon request.

CANCELLATION:

- This agreement may be cancelled, upon written 30-day notification. Written notification can be accepted by mail at PO Box 2202 McCall, ID 83638 or email at contact@bouldercreeklandscapes.com. Termination of services will be in effect 30 days from date notification is received. The BCLC office will confirm receiving notification. Telephone or text message will **NOT** be accepted as forms of notification.

PROGRESS PAYMENTS AND BILLINGS:

- As agreed, Boulder Creek Landscaping and Construction, LLC will send either one (1) or six (6) equal billings for services from **April 1st to October 31st, 2020** (invoiced in May, June, July, August, September and October). The contract will then roll over year after year at that rate unless notice of termination is given by either party with thirty (30) days' notice or due to the increases of maturity of the landscape or cost of business increase.
- Payments will be due fifteen (15) days from invoicing date and interest will accrue at twenty-four percent (24%) per annum on all payments not received within thirty (30) days of the due date. Customer will be responsible for all collections and attorney's fees involved in the process of collecting debt.
- Under certain conditions, additional charges may incur to return property back to regular maintenance standards.
- Proposal and estimates are based on a visual inspection and occasional costs arise from unforeseen obstructions.
- Upon full payment of invoice, Boulder Creek Landscaping and Construction, LLC waives all lien rights and will provide owner with written lien release upon request.

FUEL SURCHARGE:

- Due to the fluctuation in fuel prices, we are forced to apply a fuel surcharge to each month's invoice when *gas/diesel* prices are over *\$4.00 a gallon*. We will add an additional 10% charge per visit only when gas prices surpass the above set price.

PROPERTY INFORMATION:

- My signature on the maintenance contract signifies that I accept and agree to all terms, conditions and rates as stated in the service contract agreement.