



Terms of Service Agreement

Fantasy Landscaping, Box 31015, Saskatoon, SK S7H5S8

Phone: 306-955-4939 Fax: 306-955-4938

Please read carefully

ESTIMATES:

The estimate is given to the customer based on specifications provided by the customer during our visit to your site (or if a 'site unseen' estimate was given). The price can change if the order specifications are not the same as the estimate specifications. For example: You add work on once we arrive or require removal of debris that was not specified during estimate.

PAYMENTS:

Unless otherwise agree on; **Payment for service is due immediately upon completion of work to crew lead.** We accept cash or cheque. Please make cheque payable to Fantasy Landscaping. In some cases a non-refundable deposit may be required but will be applied to your final billing. The only time payment is not upon completion is during maintenance programs (weekly maintenance). ALL other services, such as cleanup, irrigation, sod laying, paving stone installation etc are DUE UPON COMPLETION.

Example: You require us to remove a small tree. As soon as our crew lead has finished the job, payment is due before they leave your yard. Please let us know in advance if you are unable to pay by cash or cheque **before our work begins. If you are not going to be home at the time of completion, please arrange (before work begins) to leave your payment in your mailbox or somewhere appropriate for our crew lead.

MAINTENANCE PROGRAMS:

Maintenance programs are billed weekly or monthly. (Dependant on customer/Fantasy Landscaping's agreement) PAYMENT IS DUE UPON RECEIPT.

Your invoice will be placed in your mailbox during our visit (the last mowing day of the month). Payment is due to be mailed or given to us that day. If you would like to leave your payment in the mailbox during that day, we will pick it up during the mow and leave an invoice paid receipt in its place.

NON-PAYMENT

Fantasy Landscaping reserves the right to cancel service at any time due to late/non payment of invoice. Non payment will result in immediate termination of service until a payment is received or unpaid invoice will be submitted to collection. All late payments will be charged a 2.0% fee (the day after the first due date) and a 2.5% fee for each 15 days overdue. All cheques returned NSF will have a \$30.00 NSF fee added to the total owing.

CANCELLATION OF MAINTENANCE PROGRAMS:

We charge per visit.

- With a seasonal maintenance program (such as lawn mowing) you will be given a discount in order to save you money and we can then schedule our services better.

Prices vary by contract:

1. Per visit charge - no guarantee on days we visit to service your yard
2. Per bimonthly visit (every 2 weeks) – a day will be scheduled for service every 2 weeks, it may not be the same day each time.
3. Per weekly visit (once a week) – a specified day will be scheduled for service each week and will not change

Each contract is different in pricing and Fantasy Landscaping will have already discussed your cost prior to agreement. Cancellations must have a 24 hour notice during business hours. No weekend cancellations for the following Monday. You must notify us of changes to your mowing service the day before your scheduled mow

day in order for them to become effective. Weekly customer that request 2 or more consecutive cancellation will be downgraded to a different service rate. We allow 2 cancellations during the life of your contract without charge. Any cancellations after that will be charged at \$15.00 per cancellation. This is done only because we fill only so many spaces in order to provide proficient service to you. We are a small company and depend on our contracts to support our family. Constant cancellations affect our budgeted income and have a big impact on our business operation and livelihood. We thank everyone for their continued support of our Saskatoon family run business!

We require the following time notification for complete cancellation of contract service:

1. Per visit – 24 hour notice of complete cancellation
2. Per bimonthly visit (every 2 weeks) – 14 days notice of complete cancellation
3. Per weekly visit – 21 days notice of complete cancellation

NOTE: Please call us if you need to change your day (during one week). Please do not mow your own yard the day before we are scheduled to come. Please call us first to see if we can service you that day instead of your scheduled day. We will do our very best to fit you in that day! Otherwise, please call us one business day before to cancel your service that week.

- More importantly, if you have a really great neighbour and they tend to mow your lawn while you are gone, please let them know ahead of time that you have someone that comes. The cancellation charge of \$15.00 per visit (for our lost time & travel) will be in effect in cases where the lawn was mowed and we were not informed before we came out to your home.

PET FECES:

Please note: we will NOT clean up or work on ANY yard that contain a considerable amount of dog or any other animal feces. There are services for your convenience that attend to your animal's 'duty' if you do not have the time to do it yourself.

We require all such feces be removed before our equipment is used on your lawn or garden. *Not only does it contaminate our equipment but it blows upwards towards the operators face and can be dangerous to their health.*

**We reserve the right to not perform the service as agreed and will either rebook a time to complete the job or cancel the agreement all together. If this should occur; a minimum charge of \$25.00 will be billed for time lost and rebooking.

OBSTACLES, SPRINKLER'S & LOOSE/CHIPPED DRIVEWAYS (sidewalks, fences, etc):

Fantasy Landscaping and its employee's will not be held liable in the event of damage to uneven or loose/chipped driveways or sidewalks. We require that ALL underground sprinklers be clearly marked prior to evasive work being done to your yard.

PLEASE check your lawn for items such as sticks, rocks, toys, sports equipment, dog bones, wire, and equipment parts. Make sure miscellaneous items are not hidden in tall grass. Also look for and remember immovable objects, such as pipes, or partially buried rocks. Running into a fixed object can shatter the blade and throw jagged chunks of metal out the discharge chute or under the housing.

Fantasy Landscaping is not responsible for damage done to vehicles/other obstructions that may be in the vicinity of where staff is working. Please try to remove any vehicles, toys or other objects. Fantasy Landscaping is not responsible for returning to finish an area where a vehicle/obstruction blocked staff performing their duty properly. We can return at the request of the customer but it will be billed accordingly for lost time.

FACT:

- The cutting edge of the mower blade can travel at speeds of up to 200 miles per hour.
 - Other materials, such as toys, stones, sticks, and equipment parts, can become projectiles when struck by the blade. These items, too, can travel up to 200 miles per hour as they leave the discharge chute. Items thrown from mowers can cause serious injury to other people in

the area or to the operator when there is no rear guard. Thrown items also can cause property damage.

WATERING YOUR YARD:

You will receive a specified day that Fantasy Landscaping will be at your home to perform our maintenance. (The only time these days change will be for unforeseen circumstances, such as rain, extreme temperatures or family emergencies. – see below) Please do not water your lawn the night before or during the day that we are scheduled to come. We cannot mow wet or damp grass. Wet grass is slippery and the operator can lose footing, slip under the mower, or allow the mower to roll backwards. Wet grass also clogs the discharge chute and can cause the engine to falter. Wet grass may "lay down" in areas, the finished product may look a bit ragged once it has dried.

**We reserve the right to not perform the service as agreed and will either rebook a time to complete the job or cancel the agreement all together (if it becomes a constant issue). If this should occur; a minimum charge of \$27.50 will be billed for time lost and rebooking. Fantasy Landscaping will leave a note the first time this should happen without a charge or rebooking fee, but the second time will be billed accordingly.

RAINY DAYS:

In the event of rainfall, all appointments will be suspended until such time it is dry enough to continue yard work.

**this may require a push of service time back and some appointments to be rebooked for a better time.

HIGH TEMPERATURES:

Fantasy Landscaping reserves the right to cancel service for a period of time when temperatures reach unacceptable/dangerous working conditions.

IN CLOSING:

Please understand that as with all customer services, it takes time and a scheduled pattern before we may get to your area. We will be there, rest assured. Fantasy Landscaping will call all customers if any thing changes or unforeseeable circumstances arise. Please contact us with any concerns or payment problems. Terms of service may change without notice. In the event of rising costs of fuel, a small fuel surcharge may be added to invoice but will be removed when prices come back down.



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