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## POLICY & PROCEDURE

### MOWING SEASON – 2016 \* service dates subject to change

#### SPRING / SUMMER / EARLY FALL - 2016:

- Week 1: Monday, February 29, 2016 through Friday, March 4, 2016
- Week 37: Monday, November 14, 2016 through Friday, November 18, 2016

#### LATE FALL / WINTER / EARLY SPRING – 2016/2017: TO BE ANNOUNCED

### PRICE PER MOW INCLUDES

Mow front & back yard with **commercial mulching mowers** set at **3.25"** (we do not raise or lower height; no exceptions)

Edge around all hard surfaces with steel blade edger

Line trim around:

- Flower beds (We do not use the weedeater within the mulch unless specifically requested to do so as it will displace mulch.)
- Foundations
- Fences (Chain link or double fences will create a row of weeds within the fencing not addressable with the weedeater; please apply herbicide to this growth.)
- Trees - Please protect or they may be damaged
- A/C units (**except for area where the hoses and lines are present; we recommend you apply RoundUp to this area**)
- Areas not accessible with mower

Blow off all hard surfaces

### RATES

We calculate the gross square footage of your lot, as determined by the Harris County Appraisal District, **before** any improvements. No adjustment is made for pools, landscaping, etc., despite the fact that these items actually increase the time required due to the additional edging and line trimming, which require much more attention to detail than open mowing. No exceptions.

Refer to HCAD to determine what rate category you fall into at [www.hcad.org](http://www.hcad.org). You will be looking for the box labeled "Land Area" under the owner information section on the far left of the chart; the square footage shown is your lot size.

LOT SIZE IN SQUARE FEET	PRICE PER MOW	
	WEEKLY SERVICE	BI-WEEKLY SERVICE
UP to 6000	\$22	\$30
6001 to 10,000	\$27	\$35
10,001 to 15,000	\$32	\$42
15,001 to 20,000	\$37	\$47
20,001 to 25,000	\$42	\$52

\*rates effective March 1, 2014; \*\*Fuel surcharge may be applicable.

\*\*\*\* **PLEASE NOTE YOU MUST SIGN UP FOR 5 + CONSECUTIVE MOWS TO QUALIFY FOR THE WEEKLY AND/OR BI-WEEKLY SERVICE RATE AS WE DO NOT OFFER ONE-TIME SERVICE. FEWER THAN 5 CONSECUTIVE MOWS WILL RESULT IN A \$27.00 CANCELLATION FEE CHARGED TO YOUR ACCOUNT.**

\*\*\*\* **TAX IS APPLICABLE AT 8.25% ON ALL SERVICES, WHICH WE ARE REQUIRED TO COLLECT. YOU CAN READ THE STATE COMPTROLLER'S RULES REGARDING THIS AT THE FOLLOWING WEB ADDRESS: [HTTP://WWW.WINDOW.STATE.TX.US/TAXINFO/TAXPUBS/TX94\\_112.HTML](http://www.window.state.tx.us/taxinfo/taxpubs/tx94_112.html)**

## OVERGROWN LOTS

If it has been longer than 2 weeks since your last cut, you may be overgrown. If your lot is overgrown, you must inform us of this at the time of scheduling. We will only accept overgrown lots from customers that are signing up for a minimum of 5 consecutive mows. Billing is based on time spent; no prior estimates will be given for this initial service.

OVERGROWN time spent	LOT SIZE IN SQUARE FEET (fees based on 2 man crew; see "New Lawn Service – please review" email for 3 man crew equivalents for your lot size)				
	UP to 6000	6001 to 10,000	10,001 to 15,000	15,001 to 20,000	20,001 to 25,000
Up to 20 min	\$30 (bi-weekly rate)	Not overgrown			
Up to 30 min	\$45	\$35 (bi-weekly rate)	Not overgrown		
Up to 40 min	\$65	\$50	\$42 (bi-weekly rate)	Not overgrown	
Up to 45 min			\$57	\$47 (bi-weekly rate)	Not overgrown
46 to 50 min				\$62	\$52 (bi-weekly rate)
Between 41 min – 1 hr	\$80	\$80			
Between 46 min – 1 hr			\$80		
Between 51 min – 1 hr				\$80	\$80
OVER 1 HOUR	\$40/per man hr + 15 min increments thereafter	\$40/per man hr + 15 min increments thereafter	\$40/per man hr + 15 min increments thereafter	\$40/per man hr + 15 min increments thereafter	\$40/per man hr + 15 min increments thereafter

**Is it overgrown?** If your grass has runners over the sidewalk/curb or comes above your ankle when you walk through it, consider it overgrown. If you have informed us that it could be/is overgrown, the above fee scale will be used if overgrown conditions are found.

**If you fail to inform us that your lot is or could be overgrown at the time of scheduling, we reserve the right to:** skip your property and bill a trip fee of \$22.00; you will receive an email that this has occurred which will contain photos of the conditions. If we service the property, we reserve the right to start the billing at the minimum of \$80.00. By signing up and supplying your credit card for billing of service, you agree to these terms. *\*photos are taken upon arrival to document condition of every service or in the event of any unexpected debris, construction, etc.*

## PAYMENT METHOD AND DECLINED CARD PAYMENTS – PLEASE READ, VERY IMPORTANT

**WE ACCEPT PAYMENT BY CREDIT CARD ONLY.** We accept VISA, MASTERCARD or DISCOVER.

Your card is billed the day after service is performed. Charges will show as 2 Guys & A Goat on your credit card or bank statement. By signing up and supplying your credit card for billing of service, you have acknowledged and agreed to our complete and full terms of service.

**\*OVERDUE ACCOUNTS:** If an account has a history of repeated delinquent billing that remains more than 2 weeks past due on any given rotation, advance authorization of funds will be performed the week service is scheduled (applicable to both lawn service and extra services). Extra services will have a minimum of \$140.00 authorized in advance, adjusted at time of actual billing for services performed. If declined, services will not be performed.

Credit card information is obtained at the time your account is originated and it will be kept on file as long as your account remains active.

**DISPUTED CHARGES:** Should you see a charge from us that you are unsure about, please be sure to email us before calling your credit card company or bank to issue a dispute. Should we find that an incorrect charge was made, we will *immediately* issue a refund for the amount of the error. Should you incorrectly dispute one of our charges, there will be an additional \$25.00 applied to your account. This may seem unfair but we are charged this same \$25.00 any time a dispute is made against one of our charges, regardless of the outcome. We appreciate your consideration.

**ADDITIONALLY,** should you choose to not pay a balance due for services, including but not limited to an early cancellation fee, we will pursue payment through alternate means which may include reporting to credit agencies, collections and filing a lien against the property which will then include additional attorney's fees. We truly do not like to do this and prefer not to; however, just as we are expected to honor our agreement to provide specific services in concert with our published Policy and Procedure, we expect our customers to uphold their commitment to the terms of service to which they agreed. Thank you for your understanding.

## DECLINED CARDS

"Things happen" and we understand that cards are lost, changed and stolen. Should any of this happen to you, please notify us immediately so we may update your account with your new card information to avoid disruption in service.

We are not obligated to run your charges more than once nor do we guarantee that you will be notified prior to your next service of the current decline. It is the cardholder's responsibility to be aware of the card's account standing and alert us to any issues or changes. If declined, the account is placed on temporary hold until updated billing information has been received. This may result in overgrown conditions; therefore, please contact us as soon as you know your card is being changed in any way.

Accounts more than 2 weeks past due can/may incur an additional \$10.00 fee in addition to outstanding balance amount. Accounts more than one month past due may be referred to collections and incur all associated fees allowed under the law. Remember: **COMMUNICATION IS KEY TO AVOIDING ADDITIONAL FEES AND COLLECTIONS!** 2 Guys and a Goat Lawn Service reserves the right to cancel any account with more than two instances of declined billing.

## **SERVICE DAY & TIME** - 2 Guys and a Goat Lawn Service operates Monday-Friday.

You will be assigned a specific mow day, in accordance with our existing schedule arranged by subdivision location, which enables our crew to follow the same route every week. We reserve the right to change your mowing day at any time. If this becomes necessary, we will email to inform you of the change and the new day.

As we add customers, the crew's arrival time may fluctuate; therefore, we cannot guarantee an exact time of day. If your yard is not mowed by 5 P.M., do not worry; our crews do not have a "quitting time". During the growing season it is not uncommon for us to be mowing at 8:30 p.m. due to varying factors which can include heat, rain and many new properties that come to us in overgrown conditions.

## **CUSTOMER REQUESTED SCHEDULE CHANGES**

If you have a special request for a schedule change and our schedule permits, we will do our best to accommodate you. Requests must be made by calling or emailing our office 24 hours in advance, by 4 P.M. on the day prior to the affected service day, and is subject to our approval. (All calls must be followed by an email stating and approving the change requests; otherwise, changes will not be made.)

We allow 2 skips per season for weekly customers and **no skips for bi-weekly customers, no exceptions.** This request **MUST BE MADE BY EMAILING OUR OFFICE BY 4 P.M. THE BUSINESS DAY BEFORE YOUR SCHEDULED MOW** or your usual mow will occur. Be aware your original schedule will not be altered, so it will be an additional week for the next mow. Because of this, your lawn may not look as good the first mow after you have been skipped.

To change your service plan from a weekly to bi-weekly or vice versa, you must send an email stating the change requested. Plan changes cannot be instituted on the same day as a previously scheduled service; change will apply to following service.

*\*2 Guys reserves the right to postpone in inclement weather if we determine necessary. During December, January, February 2:00 p.m. cutoff for skips/cancellations.*

## **SERVICE CANCELLATION**

There is no obligation on either party to begin or continue service. "You like us" & "We like you" makes for a mutually beneficial relationship.

**However, if you cancel before the 5 TRIP MINIMUM is fulfilled (but after receiving one service) a \$27.00 cancellation fee will apply.** Please do not cancel prior to 5 trips and "expect" or "demand" that the fee be waived. If we cancel you, no fee applied.

Cancellations made after deadline stipulated in "NEW LAWN SERVICE – please review" email will incur regular first mow service fee and early cancellation fee (+tax). (5 service minimum; E.C. fee: \$27.00\*). Additional early cancellation fees apply to overgrown lots; please review your "NEW LAWN SERVICE – please review" email for the rates that apply to your property size.

\*NOTE: the Early Cancellation Fee will not be waived if your edging style or mow height preference is different than what has been provided or if our return to rectify a situation still falls short of expectations. We will only waive the Early Cancellation fee if we have failed to deliver the services contracted.

Once you have signed up for service, we consider you a customer from season to season until you email cancellation. All cancellations must be made via Email. **If no email, must mail written notice.** Monday mow customers **must** cancel the Friday before; **NO WEEKEND CANCELLATIONS, NO AFTER-HOURS/HOLIDAY/SAME DAY CANCELLATIONS ACCEPTED, NO EXCEPTIONS. (Cancellations made after-hours/holiday/same day will incur the usual service fee which is not transferable to future services.)**

## **PROPERTY CONDITIONS AT TIME OF SERVICE**

### **DEBRIS/TOYS/SHOES, ETC. ON LAWN:**

The removal of items on the lawn is your responsibility. While we try to be careful and not mow over items present, we do not guarantee these items' "safety" nor are we obligated to pick them up. Please be mindful of trash on your property and remove the night before/morning of your service day. We will try not to mow over it but do not guarantee that we won't. If this occurs, we are not responsible for the shredded remnants left on the grass. In addition, if items present a hazard or too great an obstacle to mowing, that area will be skipped with the full rate still applying; likewise, if construction or other projects are occurring that prevent the service, full fee still applies; however, no additional fees will be incurred on the next visit even though more time will be dedicated to address the additional growth. Your assistance is appreciated!

*\*we do move trash out of the way; however, if it is a windy day and it blows back into our path or is missed, it will unfortunately be shredded. If bagging of trash is preferred to just moving it out of our path, we can arrange for our Garbage Collection service. Garbage Collection rate is \$17.50 /per man per 15 minutes of time dedicated to garbage collection. Bags are left curbside for regular garbage collection and must be requested in advance.*

### **GATES – NEVER ASSUME THEY ARE CLOSED IF YOU HAVE PETS OR SMALL CHILDREN!**

Our crews are careful about locking and/or closing gates, but we cannot guarantee that a latch will catch completely or securely. Therefore, **please** check your gate prior to letting your small children or dog out to ensure they remain safely inside your yard. Likewise, if pets are outside during service, we cannot guarantee that they will not escape from the yard as the crew enters or exits, especially since doing so requires extra time with the equipment. By signing up for this service, you agree to check your gates before letting your small children and dogs out to play.

Additionally, if the gate is locked/blocked/stuck, we will not return to mow the back yard but will instead wait until your next scheduled service day to service this area. Full service fee still applies; however, no additional fees will be incurred on the next visit even though more time will be dedicated to address the additional growth. NOTE: If locked/stuck/blocked, we do not hold the responsibility of calling or knocking on the door to request access. We apologize for any inconvenience this may cause and thank you for assisting us in this area.

SUBDIVISION GATES: Accurate codes are your responsibility! If the code provided is not correct, you fail to provide one and/or a guard denies entry, full service fee still applies. A call at time of denied access is NOT guaranteed as we often end up playing phone tag, wasting valuable daylight.

## **RAIN**

In the event of rain, we will still continue to mow to complete our regularly scheduled route. However, if we are unable to mow, or cannot get caught up before nightfall, we will push the balance of the week's schedule forward 1 day, utilizing Saturday and/or Sunday to catch up for the week. You will not be notified if this occurs. If uncertain, email us and we will respond accordingly.

Our crews reserve the right to skip an area if holding water or sinking occurs when walking or with machinery; this may include portions of a yard or the entire back yard area. Should an area or back yard be skipped due to saturated conditions, the full service fee still applies; however, no additional fees will be incurred on the next visit even though more time will be dedicated to address the additional growth.

This is a strictly adhered to schedule; therefore, if you do not want your lawn to be mowed in wet conditions, **it is your responsibility to notify us to skip the day before service.** If you choose to skip, the mow **will not** be automatically re-scheduled for the following day or Saturday; your lawn **will not** be mowed until its next regularly scheduled mow. As this will result in overgrown conditions and possibly an overgrown fee, we urge you to let us mow it wet. If mowed when wet, we will not be held responsible for mud that may occur on lawns or hard surfaces or for grass that sticks to wet flowerbeds or hard surfaces after blowing occurs. While we will do our best, these are factors that are beyond our control. Likewise, if mud or wet grass clippings result from a mow with wet conditions, these will not warrant a "re-do" or return visit for the purpose of blowing out beds or spraying down mud that may appear on the grass or other areas.

## **ADDITIONAL SERVICES**

Additional services are only available to customers that are on either a weekly or bi-weekly schedule. We will not perform these services as a one-time service for those that do not wish to sign up for any lawn service. Please email or call in these service requests; DO NOT discuss with the crew as they have no way to permanently log requests, inquiries or provide pricing information. Please allow up to 72 business hours to receive estimates via email.

- Shrub trimming
- Shrub / plant removal (depending on size/type)
- Mulching
- Raking
- Flower/shrub installation (owner provided)
- Flowerbed cleaning (debris cleanup; pulling weeds)

**EXTRA SERVICES (bed cleaning/shrub trimming/ plant removal/shrub installation/flower planting (owner provided)/raking/leaf bagging/etc.)** \*services that include material require additional fees based on quantity/material needed

**EXTRA SERVICES REQUEST:** all extra services not requiring material are billed according to time spent: \$40/per man hour, 15 minute increments, thereafter (\$80/1 hr minimum). Mulch is calculated according to square footage of all beds to be addressed. When needed, email a request for whichever service is required and a rough estimate (for nonmaterial needs) or an all-inclusive mulch estimate will be prepared during your next regularly scheduled service, emailed to you for your consideration. (mulch; be sure to indicate color of choice when requesting estimate: black or brown) *\*You may also submit photos of the areas to be addressed; we love emailed photos (we diagram them and supply to your crew on day of service)! if schedule does not permit for an extra service to be performed during a mow service, an alternate day will be assigned for the extra service.*

Extra services must be requested by the owner when needed, via email, and will be scheduled according to time slot availability at the time the estimate is approved. **Extra services will not be scheduled to commence until an email confirming agreement to billing rates has been received.**

## **TREE TRIMMING/CRAPE MYRTLE PRUNING**

Please submit request with number of trees, location (i.e., front/back/side yard areas) and type of trees to be addressed (i.e., oak, pine, crape myrtle), whether it is pruning of low hanging branches or if you need thinning of the canopy to allow for sunlight. Photographs are extremely helpful!

## **SERVICE ISSUES**

### **DAMAGE**

As careful as our crews are, accidents may happen. In the event that damage occurs in the course of providing a service, notify us of the within one week (7 days) of the incident and we will reimburse for cost of repairs (up to \$175.00 for windows, door glass; \$150.00 for screens/screen panels on pool fence enclosures; \$150.00 screened patio enclosure panels). Emailed/mailed receipts and photographs of damage are required for refunds; only parts are refunded if you, personally, perform the repair.

### **EXCEPTIONS – ITEMS NOT COVERED:**

**ANYTHING LOCATED DIRECTLY IN THE GRASS WITHOUT PROTECTIVE BARRIER.** This applies to any and all structure posts, lawn furniture, siding, house skirting, soccer/baseball nets, swing sets, BBQ pits, trees/shrubs/flowers planted directly in the grass, toys, furniture, any kind of wiring/cables, etc. Without an adequate barrier, line-trimmer/mower damage is inevitable. If you ask us to move any item, we will not be accountable for any damages that may occur. We will not replace bulbs or light fixtures that are lying directly in the grass (such as, but not limited to, loose temporary holiday flood/spot lights that are simply laid down in the grass).

*\*\* We will not move lawn furniture or portable gazebo awnings out of the lawn; if you want the grass mowed under these items, please remove from grassy area prior to our arrival or risk possible damage. It is always advised that all portable items of reasonable size be moved to the concrete patio by the homeowner prior to our scheduled arrival (trampolines excluded) or have protective barriers.*

**POTS/PLANTERS** placed near the edges of the patios that interfere with the path of lawn care equipment can sustain blower and other damage. We will not replace the plant, or pot should this occur.

**WATER PIPES/SPRINKLER SYSTEM PARTS:** We will not replace/repair any above ground pipes, sprinkler heads, wiring, etc. that are within the lawn area, foundation, or along bed edging being serviced. If you want all grass to be line-trimmed/mowed in these areas and the pipes/parts are not properly protected, damage is inevitable.

**GATES/DOWNSPOUTS:** If your gate is old and rickety and comes off the hinges or a board falls off during one of our visits, we will not repair at our expense or reimburse you for same. We will not replace boards on the fence that have sustained line-trimmer erosion over time as this is unavoidable. We will not replace/paint/repair your down spout if it shows signs of "paint dings" from the line-trimmer as, over time, this is unavoidable.

## **COMPLAINTS**

2 Guys and a Goat Lawn Service stands behind our services. However, if you find our work is not satisfactory or you believe we did not show to provide you service as expected, simply email/call us **within 24 hrs** and we will send the crew back to re-do your lawn either the same or next day. (Areas not serviced due to heavy saturation will be addressed during the next mow cycle.) However, if you fail to leave a gate unlocked, have your sprinklers running, debris on lawn, construction underway, not there to put your dog away (if aggressive), etc., then we will not return until your next scheduled service day to mow the area in question. Please remember, full service fee applies and will not be prorated.

We will do everything we can to make you happy; however, **we do not give credits for service.** Once 24 hrs has passed, we will gladly listen to whatever concerns you have and impress upon our crew to ensure your satisfaction with the next scheduled mow.

***IMPORTANT: POLICIES ONLY APPLY TO ACTIVE ACCOUNT HOLDERS; THEY DO NOT EXTEND TO ANY NEIGHBORING PROPERTY, STRUCTURAL OR OTHERWISE.***

THANK YOU FOR YOUR BUSINESS AND WE LOOK FORWARD TO PROVIDING YOU A  
**GREAT SEASON OF GREAT SERVICE!**