**Release of Liability Disclosure**

**USE OF RISEN LAWN CARE LLC’S SERVICE INDICATES ACCEPTANCE OF ALL OF THE FOLLWING TERMS, CONDITIONS, DISCLAIMERS, AND RELEASES ANY LIABILITY FROM RISEN LAWN CARE LLC, ITS OWNERS, EMPLOYEES, CONTRACTORS, OR SUBSIDARIES.**

Risen Lawn Care LLC (Henceforth abbreviated as RLC) uses safety deflectors on our mowers to minimize the possibility of any debris from damaging you or your property. RLC also does their best to check for debris and other objects that may cause or be damaged before or during each service. However, RLC is not responsible financially or otherwise for any repairs or damage (personnel or property) for items (man-made or natural) that we were not aware of, including items that were not removed beforehand by the customer. For this reason, it is imperative the customer keeps their yard clean and clear of all hazards at all times.

The customer agrees it is their responsibility to ensure that the service area is cleared of debris or other objects prior to RLC rendering services. RLC reserves the right to service the property any weekday between the respective day’s sunrise and sunset, with services outside of these times being acceptable with special communication to notify of service. These items may include, but not be limited to; any object(s) partially or completely exposed such as; hoses, toys, ornaments, decorations, irrigation systems, invisible dog fences, pipes, metal, rocks, plants, tree stumps, and/or sticks. This also includes but not limited to unmarked or shallow wires, pipes, or cables such as internet providers, utility companies, telephone, irrigation systems, landscaping lighting systems. **The financial cost and repair(s) for damages as described to the customers property or to the property of RLC and or its owners and employees, are the sole responsibility of the customer being serviced and by accepting our services the customer agrees to indemnify and hold harmless Risen Lawn Care LLC for personal injury, death, loss or damage of property.**

Turf that is planted or grown too close / touching any object such as a mailbox, fence post, siding or any other structure, may be accidentally damaged when trimming or cutting. It is the customers responsibility to ensure all turf is at least 6” back from the area that it’s touching, or adding a layer of protection to the surface area of the object. In RLC’s sole determination we may avoid trimming those areas described to avoid possible damage. If so, the customer agrees that RLC may leave those areas uncut and must claim that the services have been completed at the agreed upon price.

**Lawn Mowing Service Disclaimers**

* Risen Lawn Care customers have the option to request for us to skip the weekly cut by texting our business phone number. Since skipping usually leads to excessive turf overgrowth, requesting a skip voids all RLC quality guarantees for the next cut. RLC reserves the right to cancel agreements for accounts who skip their mowing service more than 4 times in one year. **We also reserve the right to double charge for the next service if the grass is long after a recent skip request *(This is non-negotiable and 100% at our discretion)*.**
* If our crews arrive and the work has already been completed by you, someone else, or you turn them away, we reserve the right to still charge for the service.
* We do not bag/remove grass clippings from the property. Our machines are equipped with standard or mulching blades, which are both designed to chop the clippings into fine pieces and redistribute back into the lawn as a natural fertilizer.
* Any customer that accepts a discount(s) offered is responsible for maintaining their requirements to the discount. This includes but is not limited to maintaining the credit card listed on file (a fee up to the amount of the original service will be assessed for any credit card charges that do not go through or are denied), as well as maintenance of our yard sign if accepted. Customers could be held responsible for the cost of the sign if the yard sign(s) are removed from their yard by any means (weather, a neighbor, etc.). All discounts will be represented on the customers invoice as a percentage.
* Please remove pet waste from the yard before your scheduled service. We reserve the right to charge $5 per “pile” of pet waste without prior notification to the customer, or skip the service and still charge full service price, if we determine there is too much pet waste on the property.
* We mow every 5-12 days during the mowing season, weather permitting. Whether or not the lawn is to be serviced is to be determined by the RLC service provider upon arrival. RLC will assess for all conditions that could negatively impact your yards health and make a decision that is best for the client.
* Risen Lawn Care LLC is not responsible for turf damage caused by our equipment due to the lawn being too wet at the time of service. If the customer feels the lawn is too wet to cut they have the right to request to be skipped and we'll be back during the next round/rotation. If RLC believes the yard could be mowed without causing damage, we reserve the right to charge a percentage of the client’s standard service price as a cancelation fee. If our mowers create any mud stains/ruts due to the lawn being wet your crew leader will apply seed to the area the following week to promote new growth, as well as try to restore the area as best as possible with the tools available. 99% of mud stains/ruts are superficial and the areas will come back quickly, usually after the next rain. Please note that we need at least 48 hours’ notice to process a skip request. **We also reserve the right to double charge for the next service if the grass is long after a recent skipped service *(This is non-negotiable and 100% at our discretion)*.**
* RLC reserves the right to double charge if the property is overgrown. Most of the time the need to double charge is only enforced during the first service for new customers, or if the lawn was skipped in previous weeks.
* RLC reserves the right to charge a reasonable fee for fuel and time used after arriving to a property, and canceling the requested service based on what is best for the health of the yard.
* For any prepaid (paid more than two weeks in advance) service option: No skipping cuts and/or saving cuts for later without the authorization or the RLC service provider.

**Lawn Fertilizer Service Disclaimer**

* The program does not include treatments for fungus or turf disease
* For the program to be successful it's important that the customer waters the turf areas appropriately throughout the year. RLC is not responsible for any damage or unwanted results that are caused by the customers improper care of their yard.
* Please keep off the lawn for 24 hours after each service, except for quick potty breaks for animals, to allow for the application to completely absorb into the turf/soil.

**Plant Warranty Info**

* We do not offer a warranty on any sod, plants, or trees installed. However, if your newly installed plants are struggling please contact us as soon as possible so that we can help resolve any issues.