



Vito's Lawn Care & Landscaping, Inc.

Terms of Service

1. Scope of Work

Vito's Lawn Care & Landscaping, Inc., a Pennsylvania corporation ("Vito's") will provide the services to the Customer as outlined in the applicable Work Order. By executing the applicable Work Order, the Customer agrees to be bound by the terms set forth herein (this "Agreement"). The dates, times, and manner of the work will be determined solely by Vito's. Work crews will arrive without prior notice and on an unscheduled basis. Vito's will use its best efforts to adhere to all desired performance dates, but the Customer understands this may not always be possible due to factors beyond Vito's control, such as inclement weather or delays in materials.

2. Cost of Work

The Customer agrees to pay Vito's for all services at the rates shown on the applicable Work Order. All payments are due by their specified due date. Vito's is under no obligation to provide further services if the Customer has an overdue balance. An additional fee of \$25.00 will be charged for removing trash, obstructions, or pet waste in order to perform the services.

3. Term

This Agreement will continue until terminated by either party providing thirty (30) days' prior written notice of termination. Vito's reserves the right to terminate this Agreement immediately upon written notice if the Customer fails to comply with any material term or condition of this Agreement, including failure to make timely payments.

4. Workmanship

Vito's shall perform all services in a professional manner and will comply with all applicable state guidelines and local ordinances.

5. Licenses & Insurance

Vito's maintains all necessary licenses and insurance as required by the State of Pennsylvania.

6. Governing Law

This Agreement is entered into in Pennsylvania and shall be interpreted under the laws of Pennsylvania. In the event the Customer has a balance owing for more than fourteen (14) days, the Customer agrees to pay interest thereon at the rate of 1% per day until paid. If collection is referred to an attorney, the Customer agrees to pay Vito's reasonable attorney's fees. Vito's reserves the right to stop service if the Customer has an outstanding balance. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

7. Payment Terms

Total estimated costs of service as set forth in the applicable Work Order will be provided to the Customer before services commence. Upon acceptance of a Work Order, a 50% deposit based on the estimated total is due immediately. A final invoice will be calculated and invoiced upon completion of service. All invoices are due upon receipt. We accept payment by credit card, ACH, cash, and check. All credit card transactions are subject to a 2.5% processing fee.

8. Price Adjustments

Vito's may adjust pricing for services without notice due to labor and material cost increases beyond our control. We reserve the right to increase pricing based on the consumer price index for our area. In the event of significant delays or price increases in material and/or labor during the performance of this Agreement through no fault of Vito's, the contract sum, time of performance, and contract requirements shall be equitably adjusted and included in your final invoice for services.

9. Marketing Permission

The Customer grants Vito's permission to photograph and record videos of progress and completion of services for advertising and marketing purposes. Vito's will not include any personally identifying information such as names or addresses in its marketing materials without the Customer's prior consent.

10. Right to Subcontract

Vito's reserves the right to subcontract any part of the work to qualified subcontractors at its discretion. Vito's remains responsible for the quality and completion of the work.

11. Limitation of Liability

Vito's shall not be liable for any indirect, special, or consequential damages arising out of or in connection with the performance of services under this contract. The total liability of Vito's for all claims of any kind arising as a result of or related to this contract, whether in contract, tort, or otherwise, shall not exceed the total amount paid by the Customer for the services rendered under this Agreement. The Customer acknowledges that Vito's is not responsible for any pre-existing damage to the Customer's property or any damage caused by the Customer's failure to comply with the Customer Responsibilities outlined in Section 15.

12. Right to Cure

In the event of any dissatisfaction with any aspect of the services, the Customer shall notify Vito's within seven (7) days of occurrence, allowing Vito's the opportunity to correct the issue within a reasonable time frame, not exceeding thirty (30) days.

13. No Warranty

Vito's makes no warranties, express or implied, regarding the durability, quality, or performance of the services provided or materials used, beyond the completion of the services according to industry standards.

14. Dispute Resolution

Any disputes arising from or related to this contract shall first be attempted to be resolved through good-faith negotiations between the parties. If the dispute cannot be resolved through negotiation, the parties agree to final and binding arbitration, to be conducted in accordance with the rules of the American Arbitration Association.

15. Customer Responsibilities

The Customer is responsible for providing access to the property at the agreed times for services to be performed. The Customer must ensure that the property is free of obstructions, hazardous materials, and pets. Failure to comply with these responsibilities may result in delays or additional fees. The Customer

is responsible for obtaining any necessary permits, approvals, or consents required for the performance of the services, if any. Vito's is not liable for any delays or costs associated with the Customer's failure to obtain such permits or approvals. The Customer agrees to comply with all applicable local, state, and federal laws and regulations related to the services provided under this Agreement.

16. Change Orders

Any request for changes to the scope of work, including but not limited to changes in design, materials, scheduling, or additional services, must be made in writing and submitted to Vito's. Change orders are subject to acceptance by Vito's based on feasibility and availability of resources. Upon acceptance, Vito's will issue a written change order detailing the changes to the scope, adjusted timeline, and any impact on pricing. This change order must be signed by both parties before work commences on the changed specifications. Failure to secure a signed change order may result in delays or non-performance of the requested changes.

17. Indemnification

The Customer agrees to indemnify, defend, and hold harmless Vito's, its employees, subcontractors, and agents from and against any and all claims, damages, losses, liabilities, and expenses arising out of or in connection with the services provided under this Agreement, except to the extent caused by the gross negligence or willful misconduct of Vito's.

18. Force Majeure

Vito's shall not be liable for any failure to perform its obligations under this Agreement if such failure results from circumstances beyond its reasonable control, including but not limited to inclement weather or delays in materials, acts of God, war, natural disasters, pandemics, labor disputes, and supply chain disruptions.

19. Waiver

The failure of Vito's to enforce any provision of this Agreement shall not be construed as a waiver of its right to enforce such provision in the future.