

LAWN DOCTOR SERVICE AGREEMENT

Terms and Conditions

CFL LD INC. d/b/a Lawn Doctor of Clermont – Windermere – Southwest Orlando

Agreement Formation & Electronic Acceptance

This agreement becomes binding when Customer: (a) clicks "I Agree to the Terms and Conditions," (b) makes payment for services, (c) provides property access for service, or (d) continues service after receiving notice of updated terms.

Electronic signatures, online checkouts, and digital acceptances have the same legal effect as handwritten signatures under the ESIGN Act and Florida Uniform Electronic Transactions Act (UETA).

The customer certifies they have authority to bind the property owner to this agreement.

Welcome & Introduction

Thank you for your interest in working with Lawn Doctor of Clermont – Windermere – Southwest Orlando.

We genuinely appreciate the opportunity to earn your business. While we believe in old-school values — a firm handshake, showing up on time, and doing what we say — the world we live in today requires a bit more structure. That's why we've put together this service agreement.

This document isn't filled with fine print — it's simply an honest, transparent explanation of:

- How our programs work
- How we communicate and schedule
- What you can expect from us
- What we need from you as a customer to ensure the best possible results
- Our guarantee and disclaimer(s) of our service
- How to contact us

We aim to make every part of our service — from scheduling to billing to lawn results — as smooth, professional, and effective as possible.

We're excited to help you create and maintain an outdoor space you'll love — and we're grateful to be your lawn care partner.

Best regards,

The Lawn Doctor Team

Customer Authorization & Scope of Services

By using our services, you ("Customer") agree to the following Terms of Service with CFL LD INC. d/b/a Lawn Doctor of Clermont – Windermere – Southwest Orlando ("Company," "we," "our," "Lawn Doctor", or "us"). You authorize the Company to perform routine lawn, tree & shrub, pest control services, or other related services at your service address. The timing, frequency, and materials used are determined by your selected program, tailored to Central Florida's conditions and the type of turf on your property, and are subject to change without notice. Our season is defined as January 1st – December 31st.

Property Access & Preparation

- You do not need to be home for service, but a working gate code or gate access is required, all gates must be unlocked, and pets secured on service days.
- Our technicians, once they leave the area, are rarely able to come back that day to service your property as they have a tight route to get through in a limited amount of time per day. Ensuring access to your subdivision and service area on your property will help avoid delays and reschedules and ultimately issues on your outdoor spaces.
- If we are unable to access your property due to an incorrect or missing gate code, a \$25 trip charge may apply.
- If certain areas of the property are inaccessible at the time of service (e.g., locked gates, obstructions), those areas will be skipped and service will continue on accessible portions of the property without discount or credit provided for areas that are untreatable or not accessible at time of visit. We will however, come back once per calendar year to service the missed area upon request at no charge.

Irrigation Timing and Weather Events

The customer is responsible for ensuring irrigation systems do not activate within 4-6 hours of herbicide, fertilizer, or other applications (or per product label requirements when

communicated). Lawn Doctor is not responsible for reduced efficacy or turf damage resulting from premature irrigation activation that causes product washoff or uneven distribution.

Weather and rainfall: Florida's tropical climate includes frequent afternoon thunderstorms and unpredictable rainfall patterns. Lawn Doctor is not responsible for product washoff due to rainfall occurring after application. We apply products according to weather forecasts and label requirements, but cannot control or predict all weather events. Products applied according to label specifications and industry best practices that are subsequently affected by rainfall do not constitute service failures requiring reapplication at no charge.

If significant rainfall occurs within 2 hours of application (before products have adequate time to absorb or adhere), customers should contact our office within 48 hours to discuss if reapplication is needed.

Communication

We communicate service reminders, updates, and post-service summaries primarily via email. We also send text messages from our main phone number (407-347-8888) and third party providers.

It is the customer's responsibility to ensure we have an accurate and active email address on file and that emails sent from hello@LawnDocOrlando.com can be successfully delivered. Please whitelist or mark our email as safe in your inbox to avoid missing important service communications.

Customers who opt out of "Marketing" may still receive essential service-related messages. However, opting out of marketing emails may result in missing important updates that you are still responsible for reviewing and acting on.

It is the customer's responsibility to read and stay informed through the communications we send. Missed emails or texts do not exempt the customer from scheduled service, charges, or program responsibilities.

Your information is used solely to deliver and manage your service, and to occasionally share information about related products you may be interested in.

Photo Usage Policy

As part of our service, we may take before-and-after photos of your lawn or landscape for documentation, training, or marketing purposes (including use on social media or our website).

We never include street names, customer names, or identifying personal information without express permission. By using our services, you agree to this practice. If you prefer to opt out, please contact our office so we can note your account.

Service Guarantee

We take pride in delivering professional, high-quality service. If you have a concern after a visit, please contact us within 7 days so we can evaluate the issue and determine the best course of action. In some cases, this may include a follow-up visit, monitoring, or providing specific recommendations — however, reapplication of certain products (especially weed control treatments) may not be safe or appropriate within a short time period.

Please note that overall lawn outcomes depend on many outside factors, including mowing, watering, weather, soil conditions, and the existing health of your turf. We're happy to provide guidance on cultural practices that support your results.

Service Verification & Visit Records

Lawn Doctor uses a combination of technician notes, photos, GPS route tracking, and customer communications to document each service visit. These records help confirm that service was completed at the correct location and time.

Service Documentation & Disputes

GPS tracking, photos, and technician notes constitute prima facie evidence of service completion. Customer challenging documented service must provide clear and convincing counter-evidence within 48 hours (security camera footage, timestamped photos, etc.). After 48 hours, documented service is considered final and binding.

False claims of missed service may result in account termination and forfeiture of prepaid credits.

If you believe your property was missed or improperly serviced, please notify us within 48 hours of the scheduled visit. After this window, we may not be able to verify or re-perform the visit without an additional charge.

We recommend checking your service summary (email/text), lawn sign, and physical invoice left behind, all of which are part of our standard visit procedure.

Service Calls & Proactive Communication

At Lawn Doctor, service calls are always free, and we encourage you to reach out to us if you notice anything unusual between visits. Our technicians are only on your property a limited number of times each year, so your eyes and communication are essential for identifying issues early — especially when it comes to insects, pests, and turf disease.

Many problems are much easier (and less costly) to treat when caught early. If you notice a localized patch of turf that looks discolored, thinning, or stressed, please contact us right away. It's far less costly to fix small issues.

Failure to contact our office when issues first appear may result in extensive turf damage requiring costly sod repairs or replacement, which are not covered under our service guarantee.

Treatment for insect and pest issues as well as fungal diseases is included at no additional cost as part of your lawn care program when we are notified early, so there's no reason to wait or second-guess when something seems off.

Note, while service call visits are free, and we are happy to retreat an area, these free applications may not fully solve your turf issues. You may need to opt for add-on services for more specialized products for your unique situation.

We also want to set clear expectations regarding weed control:

- **Pre-emergent herbicides:** These products create a chemical barrier in the soil that prevents weed seed germination. Pre-emergent herbicides do NOT control existing weeds and provide zero control of weeds already present at the time of application. These products must be activated by irrigation or rainfall within 24-48 hours of application to move into the soil germination zone. Pre-emergent efficacy builds progressively over 2-4 seasons as the soil seed bank depletes. Properties with severe weed pressure (typical of lawns scored 1-2 on initial evaluation) may require 3 or more years of consistent pre-emergent applications before achieving 80-90% weed prevention.
- **Post-emergent herbicides:** We apply post-emergent herbicides to actively growing weeds present at the time of service. Treated weeds require 14-21 days to yellow, brown, or die back — this indicates the herbicide is working systemically within the plant. We only treat weeds present at the time of service. New weeds that emerge after treatment (from seed germination, neighboring properties, or wind dispersal) are not covered by a service call unless it is determined that the original application was ineffective due to application error.
- For lawns that begin service with a lawn evaluation score of 1 or 2, it may take multiple seasons of consistent treatment before weed control reaches a satisfactory level. Lawns

with evaluation scores of 3 or 4 usually take 1 to 2 full seasons as pre-emergent herbicides prevent progressively more weeds each year.

We appreciate your partnership in monitoring your property between visits — it helps us respond faster and keeps your lawn healthier throughout the year.

While we aim to maintain technician consistency, Lawn Doctor reserves the right to assign or substitute technicians as needed to maintain timely service.

Scheduling and Timing of Visits

Our service scheduling does not follow a fixed calendar cadence nor can we guarantee anything more than a timing window after we have confirmed your appointment. Instead, it is influenced by several important factors, including:

- County regulations and local ordinances
- Seasonal pest and disease pressures
- Weather conditions
- Optimal treatment timing for product effectiveness
- Routing and efficiencies of your technician

For our lawn care program, visits typically occur every 5 to 6 weeks, depending on the time of year, though visits may occur as early as 4 weeks or as late as 8 weeks based on seasonal requirements and environmental conditions. Our tree, shrub, and palm care programs follow a similar seasonal rhythm. Quarterly services are generally scheduled within the same month each quarter, though not on exact recurring dates. One-time or seasonal applications (such as aeration or fungus treatments) are performed as soon as scheduling availability and weather conditions allow.

Reschedules and Skipped Visits

If a customer requests to reschedule a service, we will make our best effort to accommodate the request. However, due to routing, technician availability, and seasonal timing requirements, we cannot guarantee when—or if—that visit will be made up.

In some cases, the next regularly scheduled visit will be the next opportunity for service.

If Lawn Doctor needs to reschedule a visit due to factors such as weather, technician availability, equipment issues, or operational delays, we do our best to reschedule within the same service

week. However, certain situations may require us to push your visit into the following week. We always aim to complete service as promptly and efficiently as possible and will notify you when adjustments are made.

Your Role in Service Success

Our services are most effective when paired with proper care between visits. At the start of your program, we provide a Lawn Evaluation and Scorecard that identifies the current condition of your lawn, shrubs, or outdoor space. This score serves as a benchmark, and with proper mowing and irrigation practices that are followed consistently, that score should improve over time.

At the end of every year, we'll complete a new lawn evaluation with updated recommendations to help you continue making progress. This allows us to adjust your program based on current conditions and give you clear, actionable feedback.

To get the best results from your Lawn Doctor program, you agree to:

- Maintain a properly functioning irrigation system and water according to seasonal requirements.
- Mow at the correct height and frequency for your grass type (we'll provide guidance during your evaluation or as requested).
- **Ensure mowing equipment uses sharp blades and is cleaned between properties.** Dull mower blades tear grass tissue rather than cutting cleanly, creating entry points for disease pathogens and causing plant stress that increases susceptibility to insects and environmental damage. Equipment should be cleaned between properties to prevent disease transmission, particularly during Gray Leaf Spot season (June-September) or when fungal activity is visible.
- Follow post-treatment instructions when provided.
- Notify us of any property changes or issues between visits, including irrigation problems, new sod installs, or visible pests/disease.
- Avoid mowing immediately before or after service unless otherwise instructed.

Failure to follow these guidelines may impact results and may void your re-service and free service call guarantee.

Billing & Payment Terms

We offer three payment options. All plans run through the end of the calendar year and automatically renew unless canceled per our cancellation policy.

Auto-Pay (Pay-As-You-Go)

- This is the most flexible option and has no seasonal commitments.
- No season long commitment or contract.
- You are charged after each visit.
- You may get invoiced for multiple visits within the same month which can be expensive.
- Service can be paused or rescheduled at any time with 24 hours' notice or if we are able to acknowledge and process your request before the technician arrives.
- All active programs and services auto renew from season to season.

Prepay (Full Season Payment)

- Pay in full before the season or your service begins.
- Season long commitment.
- **Prepaid services are 100% NON-REFUNDABLE.**
- Designed for customers who prefer to take advantage of discount opportunities (if available) or single transaction with a full season commitment.
- All active programs and services auto renew from season to season.
- Prepay plans automatically renew to Auto-Pay unless payment for the following season is received before your next round of service.

PREPAY NON-REFUND ACKNOWLEDGMENT

Customer acknowledges that prepaid seasonal programs involve upfront material purchases, route planning, labor allocation, and immediate operational commitments. Prepaid funds are 100% earned and NON-REFUNDABLE regardless of service delivery status, cancellation, relocation, dissatisfaction, or property sale.

By selecting prepay, Customer confirms understanding that this is a FINAL PURCHASE, not a deposit, and waives any right to chargeback, dispute, or refund claims.

Seasonal Payment Plan (Installments)

- Spreads the season's cost into equal monthly or periodic payments.
- Season long commitment.
- **Cannot be canceled mid-season and must be paid in full, regardless of service continuation.**
- Designed for customers who prefer predictable billing with full program commitment.
- All active programs and services auto renew into a new installment plan for the following season.

Service / Billing Holds

Auto-Pay customers may pause service for up to 60 days with advance notice. Prepay and Installment Plan customers may pause service, but the full seasonal payment remains due as outlined in the agreement.

Card on File & Authorization

By enrolling in Auto-Pay or Installment Plans, you authorize Lawn Doctor to securely store your card on file and charge it for services as they are rendered (Auto-Pay) or on a recurring schedule (Installment Plan). You may update your card at any time by contacting our office.

Customers enrolled in Auto-Pay or Installment Plans are responsible for keeping a valid and current payment method on file.

If your card is declined or expires and we are unable to collect payment, services may still continue, and you are responsible for all accrued charges until the balance is paid in full or service is formally canceled according to our policy.

Customers are responsible for keeping their contact and billing information up to date.

"But I thought you guys didn't do contracts?"

That's correct! You're never required to sign a season-long contract with us. You're welcome to pay as you go and enjoy the flexibility that comes with it.

That said, pre-pay and installment plans often come with discounts or are tied to expenses we've already covered on your behalf (like materials or labor). In the case of installment plans, we're essentially fronting the cost of your service and getting reimbursed over time.

Because of that, these plans do involve a season-long commitment. If you choose one of these options, please make sure you're prepared to commit—or at least complete payment—for the full season of service. There is no early termination fee, the full amount owed is due.

Billing Issues

Late or failed payments may result in service delays and/or a late fee. Returned payments will incur a \$25 processing fee.

Any billing discrepancies must be reported within 30 days of the charge date. After that period, the charge is considered valid and final.

Delinquent Accounts

Accounts that carry an unpaid balance may, at our discretion, have services suspended until the account is brought current. Any account with an unpaid balance of more than 60 days past due may be cancelled and/or referred to a third-party collections service. Customers will be responsible for any additional collection fees incurred.

If you are having issues paying for your service, please contact us. We'd be very happy to work this out in a mutually beneficial way.

Service Cancellation Policy

Auto-Renewal Notice

All programs and services are renewed automatically each calendar year unless canceled in advance. This includes seasonal treatments, recurring plans, and any specialty services previously performed. We do this to ensure continuity of care and simplify scheduling for the following season.

How to Cancel

To cancel your service, you must call our office directly at **407-347-8888** and speak to one of our customer service representatives.

Cancellations will not be accepted via email, text, voicemail, or social media. Speaking directly with a team member ensures accurate handling and prevents service or billing errors.

Timing of Cancellation

Auto-Pay (Pay-As-You-Go): You may cancel at any time with at least 48 hours' notice prior to your next scheduled visit.

Prepay and Installment Plans: These plans are a commitment for the duration of the full season and cannot be canceled mid-season nor refunded. It must be paid in full.

If you wish to cancel for the upcoming season, you must notify us before the first visit of that new season to avoid automatic renewal and charges.

Relocation / Moving Mid-Season

If you relocate during the season, we do not issue refunds for unused prepaid services. However, we are happy to:

- Transfer your service to a new property within our service area (pending inspection and program fit), or
- Apply a service credit to your account for future use, or
- Transfer your credit to another household or account at your direction.

It is your responsibility to notify us if you move. Failure to cancel or transfer service may result in continued billing, for which the original account holder remains responsible.

Product Use & Safety

All products are applied per local, state, and federal guidelines by trained and licensed personnel. Customers will receive treatment notifications via text and/or email and/or phone before each visit, as well as text and/or email notifications after the visit which may include instructions regarding watering or restricted re-entry times.

Product Label Supremacy

All services performed in accordance with EPA-registered product labels, Florida Department of Agriculture regulations (5E-14.101-117 FAC), and manufacturer specifications. Product labels constitute legal requirements and supersede any customer requests for off-label applications.

Pets & Humans

Some people and animals are susceptible to reactions to the products we use. In general, the products used are considered safe, when the label is followed correctly. If you have feeding or grazing animals, we do not recommend treating those areas they inhabit, most products are not labeled for that situation. Please make sure to contact the office and ensure your account is properly updated.

We will happily provide you with our material Safety Data Sheets (SDS) so you can consult an appropriate professional as the circumstance warrants for your particular situation. Our program does change and adapt over time and with certain environmental factors. SDS and program information is accurate for 30 days and may change based on environmental conditions or program adjustments. Customers are responsible for requesting updates as needed.

We also put, in most cases, a door hanger with an invoice and along with other information. A lawn sign in the yard should be displayed to alert you and others that there was a lawn treatment and to stay clear. We ask that you leave the sign in the yard for the first 24 hours then you may discard it after.

Normal Herbicide Response and Temporary Stress

Certain herbicides used in our programs may cause temporary yellowing, bronzing, or discoloration of turf during temperature stress periods (air temperatures >85°F or <55°F), drought conditions, or when turf is under other environmental stress. This temporary discoloration is a normal plant stress response and does NOT constitute product misapplication or turf damage. Affected turf typically recovers within 2-4 weeks with proper irrigation and normal growing conditions. This stress response is well-documented in university research and product labels, and does not indicate improper application or product selection.

Pollinator and Environmental Safety

Lawn Doctor is committed to responsible and environmentally conscious product use. We do not apply insecticides to areas actively visited by pollinators, such as flowering plants or areas with visible bee activity, in order to help protect beneficial insect populations.

Additionally, we do not treat within 25 feet of bodies of water, storm drains, retention ponds, or other water sources. This precaution helps prevent contamination, algae blooms, fish die-offs, and pollution of local water systems.

All applications are performed in accordance with product labels, EPA regulations, and state and local guidelines.

At the end of the day, your technician has final say on how close they feel comfortable treating near bodies of water. Technician decisions are final.

Exclusions & Conditions Not Covered

While we strive to deliver excellent lawn health, we cannot guarantee full turf restoration or eradication of all weeds, pests, or turf problems. Lawn health and appearance are influenced by numerous variables beyond our control.

The following are excluded from coverage under any program:

Weeds and grass types that can't be selectively treated, such as but not limited to:

- Wild Bermuda grass
- Torpedo grass
- Goosegrass
- Dallisgrass

- Crabgrass (limited control in most lawn types)

While we have some treatment options for common bermudagrass (*Cynodon dactylon*), torpedograss (*Panicum repens*), and crabgrass (*Digitaria* spp.), control is **not guaranteed** and often requires multiple applications, specialized timing, or may result in temporary discoloration or thinning of desirable turf. These species are extremely aggressive and may require repeated suppression treatments rather than complete elimination.

Fungal diseases:

- Gray Leaf Spot (*Pyricularia grisea*), Take-All Root Rot (*Gaeumannomyces graminis* var. *graminis*), Large Patch (*Rhizoctonia solani*), Dollar Spot (*Clarireedia* spp.), and other turfgrass pathogens

While our programs include preventative fungicide applications, we cannot guarantee disease prevention due to:

- Fungicide resistance development in pathogen populations
- Cultural practices beyond our control (irrigation timing, mowing frequency, nitrogen management)
- Actions of third-party service providers (lawn mowing services, irrigation companies)
- Environmental conditions that create prolonged leaf wetness or favor disease development

Disease management requires integrated cultural practices including proper irrigation timing (early morning watering to minimize leaf wetness duration), appropriate mowing height with sharp blades, adequate air circulation, and balanced fertility. Customer and their third-party service providers are responsible for maintaining these cultural practices.

Soil-related issues:

- pH imbalance, compaction, contamination
- Severely acidic soils (pH < 5.5), alkaline soils (pH > 7.5), or soils with major nutrient deficiencies (iron chlorosis, manganese deficiency, micronutrient imbalances)

While Lawn Doctor conducts annual soil testing and provides program recommendations for soil amendments and pH correction, these corrective treatments are not included in the standard program. Customers who decline recommended soil amendments accept responsibility for reduced program efficacy and turf performance issues related to soil chemistry imbalances.

Nematode damage:

- Plant-parasitic nematodes (including sting nematodes, lance nematodes, ring nematodes, and root-knot nematodes)

These are microscopic soil-dwelling organisms that damage grass roots and cannot be controlled with products available for residential lawn care under our licensing. Nematode damage often mimics drought stress, nutrient deficiency, or root disease. Nematode issues require specialized soil sampling and management strategies beyond our program scope and licensing capabilities.

Installation and structural issues:

- Sod install failures, poor grading, drainage issues, or improper watering

Damage from environmental conditions:

- Disease, drought, or other injury
- Results influenced by mowing too short, infrequent mowing, broken and/or improper irrigation
- Issues due to weather (Hurricanes, too much/little rain, extreme high/low temps)

External pressures:

- Weed seeds, insects, and disease pressure from untreated neighboring properties, vacation homes, rental properties, or foreclosed properties with no maintenance
- Common areas, retention ponds, conservation areas, or HOA-managed spaces that receive no treatment or inconsistent maintenance
- Adjacent forests, wetlands, wild grasslands, or natural areas that serve as reservoirs for pest and weed populations
- Wind-dispersed seeds from blooming weeds in surrounding areas
- Insect migration from untreated properties or natural habitats

Customer acknowledges that continuous pest and weed pressure from external sources beyond the treated property boundaries may require ongoing management indefinitely.

Lawn Doctor cannot prevent reinfestation from external sources and does not guarantee elimination of problems originating from areas we do not treat. In neighborhoods with high percentages of unmaintained properties or adjacent to natural areas, weed and pest pressure may remain elevated despite proper treatment protocols.

Additional exclusions:

- Invasive species requiring state permits
- Exotic pests not established in Florida requiring specialized licenses
- Weeds or pests for which no EPA-registered control product exists for residential use
- Damage from wildlife
- Turf decline from salt intrusion, or pet urine damage

We strive to manage and influence as many of these variables as possible through professional-grade applications and best practices. However, not all problems have available or

legally approved treatment options, and some conditions may not be resolvable with products due to local or federal regulations or a lack of effective solutions.

Product Efficacy & Resistance Management

Lawn Doctor employs Integrated Pest Management (IPM) and mode-of-action rotation strategies to minimize resistance development in both weed and insect populations. However, we do not guarantee control of pests or weeds that have developed resistance to available registered chemistries.

Insect resistance: Southern chinch bugs (*Blissus insularis*) in Central Florida have documented resistance to pyrethroid insecticides. While we employ rotation strategies using alternative chemistries and non-pyrethroid modes of action, population control may require multiple applications or supplemental treatments at customer's expense. Severe infestations (>20-25 chinch bugs per square foot) can cause rapid and permanent turf loss requiring sod replacement. Despite our best IPM practices, resistance can still develop in insect populations, which is a biological phenomenon beyond Lawn Doctor's control.

Herbicide resistance: Certain weed species have developed resistance to commonly used herbicides. Examples include goosegrass with ALS-inhibitor resistance, sedge populations resistant to halosulfuron, and other documented resistance patterns in Florida weed populations.

Certain turfgrass pests (e.g., chinch bugs, mole crickets) and weeds (e.g., goosegrass with ALS resistance, nutsedge populations) may exhibit reduced susceptibility to standard treatments. Additional applications or alternative products may be recommended at customer's expense.

If resistance issues are suspected or confirmed, control may require the use of alternative chemistries, increased application frequencies, or application methods not included in the standard program cost. These specialized treatments will be quoted separately and are the customer's responsibility.

Customer acknowledges that pesticide resistance is an industry-wide biological phenomenon beyond Lawn Doctor's control.

No Grass Replacement Guarantee

We do not guarantee grass replacement or full turf recovery. Lawn health and appearance are influenced by numerous variables beyond our control, including but not limited to:

Mowing practices:

- Inconsistent or improper mowing practices
- Incorrect mowing height
- Lack of mower sanitation between cuts

Irrigation:

- Inadequate or excessive watering based on season and weather
- Malfunctioning or poorly calibrated irrigation systems

Weather conditions:

- Extreme or fluctuating weather conditions, including:
 - Heavy rainfall
 - Drought or insufficient rainfall
 - Excessive heat or cold
 - Wind, storms, or hurricanes

Environmental pressures:

- Weed and pest pressure introduced by environmental factors, including:
 - Windborne seeds or insects
 - Nearby untreated properties or public spaces (e.g., HOA common areas, forested lots)
 - Neighboring lawns with active infestations or poor maintenance

Biological factors:

- Soil and environmental conditions that increase susceptibility to fungus or insect damage
- Product resistance that may develop in insects or fungi, or unpredictable emergence timing

We do not have a guarantee of grass or sod replacement. When appropriate, we may provide separate recommendations or estimates for turf repair or sod replacement. Our responsibility is limited to providing timely professional service and treatments.

Water Restriction Compliance

Customer acknowledges that Florida water restrictions and irrigation ordinances may limit watering necessary for optimal results. Lawn Doctor is not responsible for turf decline during mandatory water restrictions or drought conditions.

Hurricane/Disaster Protocol

Following hurricanes or named storms, service schedules may be delayed for debris removal, route assessment, and product availability. Credits will not be issued for weather-related delays.

HOA, Deed Restriction & Municipal Compliance

Customer is solely responsible for ensuring Lawn Doctor's services comply with any HOA rules, deed restrictions, or local municipal ordinances beyond standard state/federal pesticide regulations.

Customer must provide written HOA restrictions upon enrollment. Lawn Doctor reserves the right to refuse service or charge additional fees for programs requiring non-standard products or application timing to meet HOA requirements.

Lawn Doctor is not liable for HOA fines, violations, or enforcement actions resulting from properly performed services.

Customer Indemnification

Customer agrees to indemnify, defend, and hold harmless Lawn Doctor, its employees, and agents from any claims, damages, or liabilities arising from:

- Malfunctioning or improperly calibrated irrigation systems causing chemical runoff or environmental damage
 - Failure to disclose property conditions (septic systems, wells, sensitive plantings, beehives)
 - Third-party claims from neighbors, HOAs, or municipalities related to properly applied treatments
 - Customer modifications to treated areas (digging, planting, construction) within 48 hours of service
 - Pet or human exposure due to failure to follow posted re-entry instructions
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LIMITATION OF DAMAGES - PLEASE READ CAREFULLY

TO THE MAXIMUM EXTENT PERMITTED BY FLORIDA LAW, LAWN DOCTOR SHALL NOT BE LIABLE FOR:

- Lost property value or diminished home sale prices
- Costs to replace landscaping, trees, sod, or hardscaping
- Emotional distress, nuisance, or loss of enjoyment
- Consequential, incidental, punitive, or special damages of any kind
- Attorney fees or costs of litigation (unless customer prevails and law requires)

CUSTOMER'S SOLE REMEDY IS LIMITED TO: (a) reapplication of service, or (b) refund of the specific service visit in question, not to exceed \$200 per incident.

BY ACCEPTING AND USING OUR SERVICES, CUSTOMER ACKNOWLEDGES THIS DAMAGE LIMITATION AND AGREES IT IS A REASONABLE ALLOCATION OF RISK.

Limitation of Liability

Lawn Doctor's liability is limited exclusively to damages directly caused by technician application errors resulting in chemical burn to the turf, **as determined by the Company**. All other conditions—including but not limited to disease, insect damage, cultural practice issues, environmental stress, or improper maintenance—are expressly excluded from liability.

In no event shall the Company be liable for:

- Damages to turf, trees, or shrubs due to factors beyond our control
- Turf decline from disease, insects, drought, improper irrigation, or mowing practices
- Incidental or consequential damages related to our services
- Costs associated with sod or landscape replacement

Our liability, if any, is limited to the cost of the service in question.

The Company retains sole discretion in determining whether damage resulted from technician error or other causes. Company determinations are final.

Nothing in this agreement shall be interpreted as a guarantee of specific results. Service outcomes vary by property and are subject to environmental conditions beyond our control.

Force Majeure & Service Interruptions

Lawn Doctor shall not be liable for delays, cancellations, or inability to perform services due to circumstances beyond reasonable control, including but not limited to:

- Hurricanes, tropical storms, tornadoes, floods, or severe weather
- Government-mandated restrictions (fertilizer bans, water restrictions, spray advisories)

- Product recalls, manufacturer shortages, or supply chain disruptions
- Equipment failures, vehicle breakdowns, or technology system outages
- Labor shortages, illness outbreaks, or staffing emergencies
- Pest resistance requiring regulatory-restricted products
- Acts of terrorism, civil unrest, or pandemic events

In such cases, service may be rescheduled without penalty or credit, and seasonal programs may be adjusted accordingly.

Lawn Doctor reserves the right to discontinue service at any time if the customer or property conditions create a hostile, unsafe, or inappropriate environment for our team members.

Independent Contractors & Subcontractors

Lawn Doctor may utilize independent contractors or subcontractors to perform services. All such providers operate under appropriate licenses and insurance. Customer agrees that such use does not diminish Lawn Doctor's obligations under this agreement, but that individual technicians are not personally liable to Customer.

Binding Arbitration Agreement

By clicking "I Agree to the Terms and Conditions" and accepting service, Customer agrees that any dispute, claim, or controversy arising from this agreement shall be resolved through binding arbitration under the American Arbitration Association's Commercial Arbitration Rules, rather than in court.

Customer waives the right to participate in class action lawsuits or class-wide arbitration.

Each party is responsible for their own arbitration costs and attorney fees unless otherwise awarded by the arbitrator.

Exception: Either party may seek injunctive relief in court for intellectual property violations or breach of confidentiality.

Dispute Resolution

In the event a dispute cannot be resolved through arbitration or falls under the exceptions listed above, Florida law applies and issues will be resolved in Lake or Seminole County courts.

Waiver of Rights

Lawn Doctor's failure to enforce any provision does not constitute a waiver of that provision or any other right under this agreement. All rights are explicitly reserved.

Severability

If any provision of this agreement is found unenforceable, the remaining provisions remain in full force and effect.

Entire Agreement

This document, along with program-specific addendums and invoices, constitutes the entire agreement between parties and supersedes all prior verbal or written representations. No employee or technician may modify these terms without written authorization from management.

Sod Installation Terms & Conditions

This section follows our service agreement terms and conditions unless noted otherwise. If anything here differs from our standard terms, the details in this section will apply.

Payment Terms

- **All sod installations require 100% payment in advance before work begins.**
- **Payment is NON-REFUNDABLE and is not a deposit—it is a final purchase for materials and labor.**
- Once payment is received, materials are ordered and crews are scheduled. No refunds will be issued for any reason, including cancellation, change of mind, or weather delays.

Condition of Sod at Delivery

Freshness Guarantee: Lawn Doctor guarantees that all sod delivered for installation is alive, fresh, and in suitable condition for installation at the time of delivery. Our team inspects each pallet before installation begins.

Customer Responsibility at Delivery: If there are any concerns about sod quality, the customer must report these issues prior to installation. Once sod is laid, it is considered accepted by the customer.

No Warranty After Installation

No Survival Guarantee: Due to the many variables involved in turf establishment (watering, weather, soil conditions, pests, etc.), Lawn Doctor provides no warranty or guarantee on the survival or appearance of sod after installation is complete.

Living Product Disclaimer: Sod is a living, perishable product. Once installed, it becomes subject to environmental and site-specific factors that are outside of our control.

Post-Installation Care Requirements

Customer Responsibility for Watering: The customer is fully responsible for watering, irrigation, and general care of the sod following installation. We will provide basic watering and care guidelines at the time of service.

Impact of Neglect: Failure to follow watering instructions or maintain an effective irrigation schedule may lead to sod decline. We are not responsible for damage caused by neglect or inadequate care.

Irrigation System Requirement

Operational Irrigation Required: A fully functional irrigation system is required at the time of sod installation. If no irrigation is present or operational, the customer accepts full responsibility for any turf loss resulting from insufficient watering.

No Adjustments Included: We do not perform irrigation inspections or adjustments.

Refunds, Replacements, and Liability

No Refunds or Replacements: Lawn Doctor does not offer refunds, replacements, or rework of sod once it has been installed, unless expressly agreed to in writing.

Limit of Liability: Lawn Doctor's liability for any sod installation project shall not exceed the amount paid by the customer for the installation service. We are not liable for losses caused by weather, pests, diseases, customer neglect, or conditions beyond our control.

Standard Installation Includes

Prep & Haul Away: We will remove any thick layers of thatch, old roots, and runners so that the new sod has better soil contact for establishment and haul it away for you.

Disease & Pest Prevention: All new installations get a fungicide and insecticide application to help ward off issues while the grass is getting established typically within 7 days of installation.

Program, Pricing, and Terms Updates

We periodically evaluate and adjust our service programs and pricing to reflect rising material costs, labor, market conditions, and program enhancements. These changes typically occur at the end of each season in preparation for the following year but could happen at any time depending on market dynamics.

We make every effort to provide at least 30 days' advance notice of any adjustments to your program or pricing. Notices are sent via email and/or through the U.S. Postal Service to the contact information we have on file.


We may update these Terms of Service from time to time to reflect changes in our services, policies, or applicable laws. Any material changes to the Terms will be communicated to customers in advance via email and/or through the U.S. Postal Service to the contact information we have on file.


Continued use of our services after a communicated change constitutes acceptance of the updated terms, program, or pricing. If you do not wish to continue, you may call our office to cancel your account and services by contacting our office following the cancellation policy noted above.

The most current version of the Terms of Service is always available at:

<https://www.lawndoctor.com/clermont-fl/service-agreement>

Contact Information

 **Mailing Address:** PO Box 120444, Clermont, FL 34712

 **Phone:** 407-347-8888

 **Email:** hello@LawnDocOrlando.com

 **Website:** <https://www.lawndoctor.com/clermont-fl/>

By clicking "I Agree to the Terms and Conditions," you acknowledge that you have read, understood, and agree to be bound by all terms outlined in this Service Agreement.

Last Updated: November 2025