Terms of Service

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

Your accepted estimate or program summary (the "Order") identifies the property, purchased services, prices, and payment schedule. The Order and these Terms form your agreement with us.

1 Enrollment and scope

"We," "us," and "Company" mean CFL LD INC.; "you" means the customer in the Order. You confirm authority to authorize work at the property. Only listed services are purchased, including any tree, shrub, palm, bed weed, perimeter pest, or specialty services.

For new enrollment, you accept the Order and these Terms by signing our electronic enrollment form on a tablet, phone, or computer after receiving them. Existing accounts follow the update procedure in Section 11. These Terms replace earlier service terms prospectively; they do not retroactively change rights or charges for earlier work.

2 Program design and treatment choices

The Maintainer includes nine scheduled rounds for a full active service year; partial-year rounds are stated in your Order. We choose products, active ingredients, rates, methods, priorities, and timing within the purchased scope, applicable law, and product labels.

We choose and adjust treatment components for season, weather, turf, pest pressure, site conditions, availability, and suitability. Routine adjustments need no separate approval; material purchased-scope changes follow Section 11. Requests do not require a particular product or treatment. Each visit addresses selected targets, not every weed, insect, or disease.

Our programs and the products we use are designed to support lawn health and help reduce problems and damage from weeds, insects, and diseases within the purchased scope. They do not guarantee a problem-free or damage-free lawn. Results vary with weather, site conditions, customer care, pest pressure, resistance, and reinfestation.

Problems and damage can occur despite properly performed work; their occurrence alone does not establish negligent work or entitlement to landscape replacement. We do not insure the landscape or guarantee continuous control, complete eradication, or a particular appearance or recovery. These limits preserve the application guarantee in Section 6 and our duty to properly perform purchased work.

3 Customer care and monitoring

You are responsible for property monitoring, proper mowing, lawful and adequate irrigation and system coverage, and following treatment instructions. Promptly report deterioration, new sod, third-party treatments, or relevant changes. Arrange monitoring and care during absences.

We initially evaluate visible lawn conditions and propose the plan you purchase in your Order. Annual evaluations review next-year needs while your program is active. Each service includes a work summary. Routine visits are not full-lawn evaluations or irrigation audits; we do not continuously monitor or detect every condition. Beyond evaluations and observations needed for proper work, suggestions are incidental; silence does not certify satisfactory conditions.

Recommended services you decline are not included. Where lawful, we are not responsible for problems caused by omitting those services; this does not excuse deficient purchased work or reduce Section 6 rights. Soil tests and specialized diagnosis require express purchase. Irrigation work, drainage correction, mowing, and landscape replacement are excluded.

4 Scheduling and property access

Visits follow routes, seasons, weather, regulations, and treatment needs. Exact dates, times, intervals, and technicians are not guaranteed. Interruptions may require rescheduling. Monthly billing does not promise monthly visits. Skipped work receives Section 8 credits.

You authorize treatment-area access and need not be home. Provide gate access, secure pets, and clear movable obstructions. Identify boundaries, sensitive areas, ponds, edible plants, animal enclosures, hazards, and private restrictions before service. We may skip inaccessible or unsafe areas and document partial work.

5 Product use and safety

Applications and retreatments must follow labels and law. We may withhold unsuitable or unlawful treatment. Resistance, label limits, or unavailable suitable products may restrict treatment; viral cures are not promised. These conditions alone do not establish negligence. Follow watering, mowing, and reentry instructions for people and animals. Product information and safety data sheets are available on request. Products are not risk-free.

We take reasonable precautions, but incidental overspray near treatment edges may stain fences, pavers, edging, sidewalks, and other surfaces. Identify sensitive surfaces before service. No stain-free result is guaranteed. Section 10 governs claims; negligence or label violations are not excused.

6 Application satisfaction guarantee

If you are dissatisfied with the results of your last application, contact us as quickly as possible. We will either reapply that application at no additional charge or refund its full cost, at our discretion as the local franchisee. Proof of negligence is not required.

While your program is active, service calls and retreatments within its purchased scope are free on request, without proof of deficiency. We retain the choice to refund the last application instead of retreating; that refund satisfies its application guarantee. Separate programs and out-of-scope services are excluded.

We use reasonable efforts to schedule return visits around routes, truck availability, weather, and treatment needs; immediate service or a fixed response time is not promised. Retreatments must follow labels, application limits, and appropriate timing. Scheduling does not eliminate the guarantee. Retreatment does not promise recovery of damaged turf, restoration, or sod replacement. Guarantee refunds reverse the affected charge, return allocated payments, and cancel its unpaid portion, without duplication.

This guarantee does not shorten legal claim deadlines or waive nonwaivable rights.

7 Service calls and damage claims

Request service calls through Section 9’s contact channels. We may terminate service at our discretion for excessive service-call or retreatment requests, under Section 9. Termination ends ongoing free-call eligibility but preserves existing guarantee rights and refunds owed. Additional services require authorization.

Keep contact information current for notices and care instructions. Service notes and photos document work. Photos may support internal training; public marketing requires separate permission.

Report suspected service-related damage promptly with available records and allow reasonable inspection. Prevent further damage where reasonably possible; urgent protective work need not await inspection. We may refer claims to our liability insurer. Coverage depends on policy terms and investigation; timing varies. No coverage outcome or payment date is promised, subject to law.

We may arrange repairs or agreed payments with required insurer consent and written agreement. Investigation, referral, or a voluntary offer alone does not admit liability or waive defenses. Insurance limits do not increase contractual liability. Claim processing neither suspends legal rights or deadlines nor requires delaying legal action, guarantee refunds, or unused-fund refunds.

8 Automatic renewal and payments

PROGRAMS AND RECURRING SERVICES AUTOMATICALLY RENEW ON THE ORDER'S SCHEDULE UNTIL CANCELED UNDER SECTION 9. One-time and curative work do not renew. The service year is January 1–December 31. Request changes before service; Sections 2, 9, and 11 apply.

At least 30 calendar days before January 1, we email or mail active customers next-year prices, material program or Terms changes, renewal reminders, and cancellation instructions. Legally required notices and consent still apply.

Your Order states your payment option, covered period, program and allocated service prices, installments, and due dates. MONTHLY BILLING DOES NOT GUARANTEE MONTHLY VISITS.

Credit-card autopay is our default. By signing, you authorize charges to your designated credit card under your Order's prices and payment schedule, unless we arrange check, ACH, or another accepted method. Enter payment information through our customer portal. Payments must arrive when due; no late fee applies. Nonpayment may suspend or cancel service; treatments missed for nonpayment are not made up. After payment and reactivation, service may resume at the next appropriate round.

Missed treatments may worsen weeds, insects, disease, or damage. Where lawful, we are not responsible for loss caused by treatments properly withheld for nonpayment. This does not excuse negligent work or withholding caused by our billing error. Skipped work receives the credits below.

Skipped or unperformed work receives its allocated credit against amounts due; unused credits enter final settlement. Work later performed may be charged once at its documented price. Installments remain due after credits; skips do not cancel service.

Full-period prepayment does not renew automatically. Extra work requires authorization. Revoke autopay through Section 9's contact channels; revocation does not cancel service or erase accrued charges.

9 Cancellation and final settlement

Either party may cancel for any lawful reason. Use Section 12's phone/email, our service text number, or electronic enrollment method. Use account-listed contact details or an authenticated channel; otherwise, reasonable identity and authority verification applies. Cancellation takes effect on written confirmation, no later than 5:00 p.m. Eastern the next business day after receipt of an identifiable, authorized request, unless you request later or law requires earlier. Requests received on weekends or federal holidays count as received the next business day. Missing confirmation does not extend this deadline.

Already-scheduled work completed before cancellation takes effect remains payable where lawful; unperformed work is not charged. We do not accelerate work to defeat cancellation or override withdrawn access or payment authorization. Our cancellation is effective upon delivered notice or a stated later date; unsafe conditions, threats, or harassment permit immediate termination. Accrued rights survive; pauses and transfers require written agreement.

Final settlement totals agreed completed-service and documented partial-work charges plus authorized fees, less payments and credits, counting each adjustment once. Monthly service has no minimum commitment or cancellation fee.

Discounted annual prepayment is optional and covers the Order's stated period. If you cancel early, a $150 early-termination fee is deducted from unused prepaid funds, capped at that balance. Completed work retains discounted prices; no discount recovery applies. No fee applies if we cancel, you cancel for our material breach, or law prohibits it. Application-guarantee refunds are not reduced.

After cancellation, we provide an itemized statement and unused-fund refund within 30 calendar days of your request. Balances owed remain payable. Mandatory refund deadlines and unclaimed-fund duties apply without request. Guarantee refunds remain separate; automatic charges require valid authorization.

10 Limits on warranties and liability

Except for Section 6 and express Order commitments, we provide no landscape survival, replacement, appearance, or damage-prevention warranty. Other warranties are excluded where lawful. Purchased work must be properly performed.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY'S TOTAL AGGREGATE LIABILITY FOR ACTS OR OMISSIONS IN A CALENDAR YEAR IS LIMITED TO THE LESSER OF: (A) REASONABLE, NECESSARY DIRECT COSTS TO CORRECT DEFICIENT PURCHASED WORK AND RESULTING PROPERTY DAMAGE PROVEN TO HAVE BEEN CAUSED BY COMPANY; OR (B) THE HIGHEST AGREED PRICE OF ONE SERVICE PURCHASED FOR THAT PROPERTY FOR THAT YEAR. THIS APPLIES TO CONTRACT, WARRANTY, COMPANY'S OWN ORDINARY NEGLIGENCE, AND OTHER CLAIMS ARISING FROM OUR SERVICES.

TO THE SAME EXTENT, COMPANY EXCLUDES CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES, INCLUDING LOST USE, LOST PROFITS, AND DIMINISHED PROPERTY VALUE.

Use the calendar year of the alleged act or omission and the highest agreed single-service price after discounts for that property and year, completed or scheduled. This is one annual aggregate cap, not a per-claim cap, monthly installment, or annual program price.

Correction excludes upgrades, unrelated conditions, preexisting damage, and legal fees (governed by Section 11). No replacement warranty is created. Liability and loss must be established; our fault determination is not binding. The application guarantee and unused-fund refunds remain separate and unreduced.

No provision limits fraud, intentional misconduct, or liability or remedies that law prohibits limiting, restricts government enforcement, or authorizes unlawful applications. Invalid damage exclusions are severable from remaining limits where lawful.

11 Changes and disputes

We may update Terms, programs, and prices prospectively. We provide all existing customers these Terms and an effective date, whether or not they previously signed. After receiving notice and an opportunity to cancel, continuing to receive services or paying for services under the updated Terms after that date constitutes acceptance, except where law requires express consent. Payment for earlier work alone is not acceptance. Changes preserve earlier-work rights, earned credits, and guarantee rights. You may cancel before changes take effect.

Future material changes receive advance email or mail notice to active accounts. Inactive customers must review current Terms before resuming; we provide them before reactivation. Legally required notices and consent apply regardless of status. Routine treatment choices follow Section 2.

Florida law governs, subject to federal law. Use a court with jurisdiction serving the property's county unless law requires otherwise. Where lawful, each party bears its own attorney fees and legal expenses, including for contract, warranty, negligence, and property-damage claims, from demands through appeal. Neither retaining counsel nor prevailing creates a contractual right to fees. Nonwaivable fee and cost rights and court sanctions remain available.

The Order and Terms are the entire agreement; expressly accepted Order variations control conflicts. Invoices and care instructions do not amend them. Nonenforcement is not waiver; invalid provisions are severable where lawful. Mandatory cancellation rights control. Contacting us first is not required for a lawful complaint or lawsuit.

12 Acceptance and contact

You accept these Terms through electronic enrollment under Section 1 or continued service or payment under Section 11, as applicable.

407-347-8888 | hello@LawnDocOrlando.com | PO Box 120444, Clermont, FL 34712
Current Terms: www.lawndoctor.com/clermont-fl/service-agreement/