

DuPage Lawn Care – 2025 Terms of Service

Service Agreement

By engaging DuPage Lawn Care (DPLC) for services, the Client agrees to the terms outlined in this Service Agreement, which is based on a verbal agreement between both parties.

Period of Service

The number of lawn mowing visits will vary depending on when services begin. Our typical mowing season lasts approximately **34 weeks**, starting in **mid-April and ending in late November**. Leaf Management: Beginning in November, we equip our mowers with bagger attachments to remove up to one bagger's worth of leaves per visit, while mulching the remaining leaves into the lawn. If conditions are too wet, baggers will be removed, and we will mulch all leaves as effectively as possible. Other services, such as lawn treatments, aeration, yard cleanup, may begin as early as March. Mowing schedules are optimized for efficiency, and routes may change as new properties are added or removed throughout the season. Service days and times are subject to change due to weather and other unforeseen circumstances. DPLC will provide the agreed-upon services, including any additional services requested, for the initial season. Service agreements will automatically renew unless the Client provides proper notice of cancellation.

Weekly Mowing

All turf areas shall be mowed once per week using a (rotary or mulching) mower. Mower blades will be kept sharp to ensure a high-quality cut and minimize damage to grass. Mowing height will be adjusted according to grass type and seasonal conditions. In the Chicagoland area, bluegrass and most fescue lawns will be maintained at a height of 3 to 4 inches, depending on the time of season and temperatures. This mowing height promotes deeper root growth, reduces weeds, improves lawn density, and minimizes stress on the grass. Grass clippings will be left on the lawn to naturally decompose, ensuring little to no visible clumps remain 24 hours after mowing. For bi-weekly mowing schedules, clumping may be visible during peak growth periods. Weekly mowing is recommended during these times to reduce clumping and improve overall lawn health. *NOTE: During peak growing seasons, grass may require additional mowing beyond the standard schedule. If the Client requests additional mowing due to excessive growth, an additional charge will apply. Clients who allow grass to grow excessively between services may incur additional fees for double cuts or cleanup.*

Billing and Payment

All payments are processed through autopay using a credit card securely saved in your account via an encrypted payment processor. Prepayment options are available via cash, check, or credit card (credit card fees may apply). Auto-pay payments will be processed within one business day after services are completed. A late fee of \$29 will be incurred for invoices not paid by the due date.

- A credit card on file is required to set up an account.
- If payment is not received by the due date, services will be suspended until payment is made. The Client agrees to pay DPLC for any outstanding balance, plus applicable late fees.
- Services can resume once the past due payment is received. Additional cost may be incurred depending on how much time has passed since the last service.

Additional Items

- DPLC will make every effort to service your property on the same day each week, but delays may occur due to weather or unforeseen crew issues.
- **Learning Period:** If Client is new to DPLC, please understand every property is different. During the first or second service, minor issues may arise as we become familiar with your property. If any concerns arise, please notify our office immediately so we can communicate with the crew and address them promptly. Depending on the severity of the issue, we will either send a crew back as soon as possible or resolve the concern during the next scheduled service. Our goal is to provide the best possible service, and we appreciate your patience during this learning period.
- **Inclement Weather:** If inclement weather delays mowing, service will be rescheduled for the next available day. If conditions remain unsuitable, service will resume the following week. Depending on growth, an additional fee may apply.
- **Standing water** If the soil is saturated or shows signs of standing water, the crew will determine whether mowing can be safely performed. The crew may mow around affected areas if the rest of the lawn can be serviced. Any missed areas will be mowed during the next scheduled visit. There will be no reduction in service cost for skipped areas due to standing water. During wet conditions, mowers may leave temporary mud marks, but no long-term damage will occur.

- **Pet Waste:** The Client is responsible for pet waste removal prior to mowing service being performed. Excessive pet waste may prevent service in affected areas due to health and safety concerns for our crew especially if it comes in contact with a mower blade or trimmer line. We also want to avoid this getting on our equipment and shoes and transporting it to our trucks and other properties, thank you for understanding!
- **Personal Items/Litter Removal:** Client is responsible for all personal items (furniture, toys, hoses, pets, etc.). Crews are not permitted to move large private property (e.g., trampolines, heavy furniture, vehicles, etc.) for safety reasons. All personal items should be removed from turf and landscape areas prior to the regular scheduled day of service. Contractor is not responsible for personal items. Any hidden rocks, golf balls, etc. that lay hidden from sight in turf areas may cause damage to customer's houses and Contractor's equipment. Please monitor your lawn regularly to help avoid delays or potential damage to property or equipment.
- **Locked Gates:** Property behind locked gates or otherwise inaccessible areas will not be mowed unless the Client is present at the time of service to unlock the gate or provides a code for the crew to access the area. DPLC will attempt to service those areas on the next scheduled visit. Cost of visit will not be reduced due to this.
- **Proper Marking:** If aeration services are scheduled, the Client is responsible for clearly marking all sprinkler heads, underground utilities, and invisible pet fence lines before service. DPLC is not liable for damage to unmarked underground systems.
- **Skipping:** Clients may request one service skip per month at no charge. Requests must be made at least 24 hours in advance verbally or 48 hours in advance via email. If an allowed skip is not used within the calendar month, it is considered lost and cannot be used later. If you use your skip, especially during a heavy growth period (April to mid-June), and there is excessive growth the following service week, a double cut fee may apply.
- **Special Instructions:** All communications regarding service modifications, cancellations, or special requests must be made via phone or email to DPLC's office. Responses will be provided during normal business hours. Messages left with crew members do not guarantee implementation of requests.
- **Side Work:** DPLC crews are strictly prohibited from performing any additional services beyond the scheduled mowing during their visit. If a crew member accepts payment for services that DPLC offers without office approval, it will result in immediate termination of the employee. Clients must coordinate all additional service requests through the office, where they will be scheduled at the earliest available opportunity.
- **Google Reviews:** As a small business, customer reviews are invaluable. If you are satisfied with our service, we would genuinely appreciate a 5-star review on Google. If any issues arise, please notify us promptly so we can resolve them as quickly as possible.

Liability & Damage

DPLC is not responsible for damage to underground utilities (e.g., irrigation systems, pet fences, cables, or pipes) that are not clearly marked by the Client prior to service. Any damage to DPLC equipment caused by hidden objects (rocks, stumps, toys, debris, etc.) will be the responsibility of the Client. If DPLC is responsible for damage to Client's property (e.g., siding, gutters, fencing), the Client must report the issue within 48 hours for resolution.

Refunds & Dispute Policy

Refunds are only available for services that were not completed as agreed. If the Client is unsatisfied with a service, they must notify DPLC within 24 hours of service completion. DPLC will make reasonable efforts to correct the issue or provide a credit for future service. Refunds are not issued for prepaid services once they have commenced. If the Client initiates a credit card chargeback without first notifying DPLC to resolve the dispute, services will be terminated immediately. The Client will be responsible for any outstanding balances, and DPLC reserves the right to pursue collection efforts, including legal action, to recover the disputed amount plus any associated fees.

Termination

Either party may terminate this agreement at any time for any reason by providing notice. If this agreement is terminated early, either by DPLC or the Client, any balance for services performed up to the termination date is due immediately. To cancel services, clients must speak directly with a member of our office staff. A cancellation confirmation will be emailed for records. If a confirmation is not received within one business day, clients should follow up with our office. If you do not receive a confirmation within one business day of cancelling, please follow up with the office. Voicemails, emails, or notifying the crew do not constitute a valid cancellation.

Payment Default

Payments overdue past the provided due date will be considered in default. In the event of a default, DPLC will terminate services, and the Client agrees to pay the full balance due, along with any legal fees incurred in the recovery of the balance, if a judgment is made in favor of DPLC.

Applicable Law

This agreement shall be governed by the laws of the State of Illinois, specifically within DuPage and Cook Counties, as well as any applicable federal laws.

Other Services Available: *(Prices provided by office staff only; crews do not provide quotes, and DPLC is not responsible for any pricing provided by crew members.)*

- **Core Aeration** – Recommended at least once per year for all lawns, or more frequently for high-traffic properties.
- **7-Step Fertilizer & Weed Control + Grub Treatment** – Ideal for thin or weak turf to promote healthy growth.
- **Bush Trimming & Removal** – Professional trimming or removal for a well-maintained landscape.
- **Mulch Installation** – Enhances curb appeal and retains soil moisture.
- **Spring & Fall Leaf Cleanup** – Seasonal cleanups for a healthy and debris-free lawn.
- **Overseeding** – Highly recommended for thin lawns with bare spots to improve density.
- **Land Clearing** – Removal of brush, debris, and overgrown areas.
- **Tree Removal & Trimming** – Safe and efficient trimming or removal of trees as needed.