

# Bozeman Site Services, LLC - TERMS OF SERVICE

## PAYMENTS

Bozeman Site Services, LLC (BSS) provides invoices after the end of the month via email only and accepts checks via mail or credit card payments via the client portal. Payment is due in full net 15 days after invoice date unless otherwise specified. Past due accounts may have services discontinued and be subject to a 5% charge on the past due balance (compounded monthly). In the event of non-payment, the client agrees to pay reasonable attorney's fees and costs incurred by BSS in collection of the amount owed, and agree to waive any right of subrogation against BSS. It is the client's responsibility to update emails and addresses for payment and negligence in this regard will not suffice as an excuse for non-payment.

## LIABILITIES

BSS is insured, however, accidents can happen. If any unanticipated property damage should happen or if you are not happy with the agreed upon work, we will do our best to find a mutually agreeable resolution in order to create long-term relationships and satisfied clients.

BSS will exercise reasonable care to avoid damage to trees, shrubs, irrigation parts, edging, concrete, asphalt, road mix, and turf. To the extent allowable by law, you agree that BSS is not responsible for and you waive claims for:

1. Damage due to trimmers, including, but not limited to, trees (where the trunks have not been properly protected with either a trunk protector and/or a mulched tree ring), fences, stationary objects, gutters, and siding
2. Damage to concrete, curbs or asphalt from equipment or ice melt used during snow removal services
3. Personal injury or property damage including injuries resulting from slip and fall accidents
4. Personal injury or property damage caused by circumstances beyond the control of BSS including the inability to perform services due to weather or obstacles created by road conditions (i.e. temperature, cars, hardpack, drifting, freeze-thaw cycles, etc.)
5. Damage occurring to turf, if turf is either cut improperly or insufficiently watered at time of application of fertilizer and/or weed control
6. Damage to irrigation parts from maintenance equipment if the irrigation parts have not been properly installed by another company
7. Damage to siding or windows from rocks or other debris that might get discharged from mowers or trimmers
8. Defects in irrigation systems which have been installed by another company, when BSS performs winterization or any irrigation service
9. Inability to perform services when dogs are present without the owner's presence (All animals must be appropriately contained while any service work is carried out on the premises)
10. Supply chain issues that limit the scope or delivery of contracted services (i.e. availability of materials, price hikes, labor shortages or labor pool, etc.)

**A 5% surcharge may be added to invoices when the fuel price average for unleaded and diesel prices exceeds \$4.50/gal during a billing cycle.**

Where not already applied, a 25% surcharge will be added to snow removal charges if snowfall amounts at the time of plowing are 6" or greater for all winter accounts.

For the safety, wellbeing and longevity of our crews, the impact on our equipment, and to ensure ongoing quality services are provided, BSS may not provide services in excessive heat or cold; (i.e. above 110 degrees or below -15 degrees).

The following will significantly impact snow removal delivery times: snow depths approaching and exceeding 6", day storms and multi-day storms.

Additional T&M services may be required ("Snow Pile & Drift Moving," "Widening Sidewalks," "Plow and Scrape" and "Snow Clearing Fire Hydrant/Mailbox", etc.) when seasonal snow accumulation exceeds a client's property storage capacity (See BSS Service Menu for details and rates). **All T&M services will be billed at the BSS hourly labor rates at the time the service is provided. Per Hour refers to Man Hours (i.e. 2 crew members onsite for 1 hour = 2 Man Hours).**

All snow clients are responsible to clearly mark/stake and maintain areas of concern prior to the delivery of plow services. BSS assumes no responsibility for damages to unstaked items or areas. Proper staking procedures are available on our website.

BSS books on a very tight schedule with limited crew members. If a service requiring the client's presence is confirmed and the client is not present nor has canceled 2 hours before the service, there will be a \$45 "No Show" fee.

The customer agrees that the prices, specifications, and conditions included in the proposal are satisfactory and accepted. BSS is authorized to do the work as specified.

***This agreement may be terminated on 30 days written notice. Upon termination, all actual costs accrued up to the termination date will be billed at the rates listed on the BSS Service Menu.***

***Terms of Service are subject to periodic updates. Updated Terms of Service will be sent to each property's primary contact and are available on our website @ [bozemansiteservices.com](http://bozemansiteservices.com) > More > BSS Terms of Service***

(v. March 2024)