Bozeman Site Services, LLC – Terms of Service

Payments:

Bozeman Site Services, LLC ("BSS"), including its successors and assigns, issues invoices electronically via email following the end of each billing month. Payment may be made by check, credit card, or ACH payment through BSS's client payment portal. Unless otherwise expressly stated in writing, payment in full is due within fifteen (15) days from the invoice date. Any amount not paid when due shall be considered delinquent. Delinquent accounts may result in suspension or discontinuation of services without further notice and may accrue interest at a rate of one percent/month (twelve percent/year) on the balance due, or the maximum rate permitted under Montana law, whichever is less, from the due date until paid in full. Accounts unpaid after 90 days may be forwarded, at BSS's discretion, to a third-party collection agency. Upon transfer, a collection fee/cost may be added equal to the cost for the recovery of collections. This amount shall be in addition to any other costs incurred directly or indirectly to collect the amount(s) owed under this agreement.

In the event of non-payment, the client agrees to pay all reasonable costs incurred by BSS in collecting amounts owed, including but not limited to attorney's fees, court costs, filing fees, lien preparation and enforcement costs, and collection agency fees, to the fullest extent permitted by Montana law. The client expressly waives any claim of offset, counterclaim, or subrogation against BSS arising from or related to such collection efforts, except as prohibited by law. The client acknowledges that BSS reserves all rights and remedies available under Montana law, including but not limited to the right to file and foreclose a construction or service lien pursuant to Title 71, Montana Code Annotated, when applicable. The client is solely responsible for maintaining accurate and current contact information, including email address, mailing address, and phone number. Electronic delivery of invoices and notices shall constitute a valid notice. Failure to receive an invoice or notice due to incorrect or outdated contact information does not relieve the client of the obligation to pay amounts owed.

This Agreement shall be governed by and construed in accordance with the laws of the State of Montana, without regard to conflict-of-law principles. Venue for any action arising out of this Agreement shall lie exclusively in the state courts of Gallatin County, Montana.

Authorized Signer, Payment Responsibility & Notice

If this Agreement is executed by a property management company, agent, or other representative on behalf of an owner, homeowners association, or other third party, the signing party represents that it has full authority to enter into this Agreement on behalf of the client.

The signing party is responsible for providing written notice to BSS within five business days of any termination or change in its management or agency relationship with the client, along with the present responsible party's contact information. Until such notice is received and acknowledged by BSS, the signing party remains responsible for all terms under this agreement.

Additional Charges:

- **Fuel Surcharge*:** A 5% surcharge may be added to invoices when the average fuel price for unleaded and diesel prices exceeds $4.50 per gallon during a billing cycle. [*See the BSS Website for more information.]
- **No Show Fee**: If a service requiring the client's presence is confirmed and the client is neither present nor has canceled 2 hours before the service, there will be a $60 "No Show" fee applied.
- **Time & Material (T&M) Services**: All T&M services will be billed at the BSS hourly labor rates at the time the service is provided. Per Hour refers to the cumulative onsite time of all crew members (Man-Hrs, e.g., 2 crew members onsite for 1 hr = 2 Man-Hrs) plus the travel time required to perform the service.
    - All Time and Materials services (e.g., Spring & Fall Clean, Bed Maintenance, etc.) will be performed within the timeframe required to meet BSS standards. ***If you have a targeted budget for this service, pre-arrangements must be made with BSS before the delivery of services so these services can be adjusted and scaled down to stay within the parameters of your request.***

Liabilities:

At BSS, we prioritize building long-term relationships and ensuring client satisfaction. We 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 caused by trimmers to objects, including but not limited to fences, stationary objects, gutters, windows, siding, etc. This exclusion also applies to damage to tree trunks that have not been properly protected (e.g., with a trunk protector or a mulched tree ring).
2. Damage to concrete, curbs, asphalt, or turf areas 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, obstacles, or road conditions (e.g., temperature, accidents, cars, snow and ice, drifting, etc.).
5. Damage to turf if it is cut improperly or insufficiently watered at the time of fertilizer/weed control application.
6. Damage to improperly installed, inadequately buried, unmarked, exposed, or otherwise non-standard irrigation components caused during normal landscape maintenance operations.
7. Damage to private underground utilities, irrigation components, invisible dog fences, low-voltage wiring, drainage systems, septic components, or other concealed improvements that are not accurately marked or disclosed to BSS before work begins.
8. Damage to personal property from rocks and/or other debris that may be discharged from maintenance equipment.
9. Defects in irrigation systems that have been installed by another company when BSS performs any irrigation service.
10. Components/parts/damage if an irrigation system cannot be properly winterized.
11. 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.
12. Supply chain issues that impact the scope, delivery, and price of services (e.g., material availability, material/labor/fuel/etc price increases, labor shortages, etc).

Weather & Snow Removal:

- The following will significantly impact snow removal delivery times: snow depths approaching and exceeding 6 inches, day storms, and multi-day storms. Due to variables outside BSS's control, BSS does not guarantee specific delivery times for service.
- All snow clients are responsible for clearly and properly marking/staking and maintaining areas of concern prior to the delivery of services. BSS assumes no responsibility for damages to areas/items that are not staked per BSS' guidelines. BSS provides a paid Snow Staking service upon request.
- For the safety, well-being, and longevity of our crews, the impact on our equipment, and to ensure ongoing quality services are provided, BSS may choose to edit schedules or not provide services in excessive heat or cold (approximately above 105 degrees or below -25 degrees).
- 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 property's storage capacity. These services will be performed at BSS's discretion to ensure property safety and the ability to provide continuous services. These services are outside the scope of routine snow removal and will be billed separately at applicable T&M rates.

Holiday Schedule:

BSS honors six holidays during the calendar year: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. On these days, schedules will be adjusted accordingly.

Terms of Service Updates:

Terms of Service are subject to periodic updates. Notice of material updates will be provided to the billing contact via future invoices, and the current Terms of Service are always available on our **website: www.bozemansiteservices.com > More > BSS Terms of Service**. Continued use of services after such notice constitutes acceptance of the updated Terms.

Termination:

This agreement may be terminated on 30 days' written notice. Upon termination, all actual costs accrued up to the termination date will be billed in accordance with the active BSS Service Menu rate sheet.

[V. 11-2026]