



Terms and Conditions of Service

The Greenpoint group of Companies o/a Weed Man Maritimes ("Weed Man") agrees to provide lawn care services to you the customer according to the following terms:

1. **Term and Termination** – This Agreement is effective when you confirm your order for lawn care services (the "Services") from Weed Man to the property(ies) owned or controlled by you as specified in your order (the "Property"). By ordering the Services, you agree to the terms of this Agreement. Unless otherwise specified, either party may end this Agreement in the event the other party is in default of any of the terms of this Agreement, including but not limited to failure by you to pay for services under the provisions of Section 7. If the Agreement is ended, Weed Man will refund to you all monies prepaid for services not yet delivered. You may also end this Agreement without penalty by written notice to Weed Man if you sell or move from the Property or in the event of death.
2. **Delivery of Services** – Weed Man will perform the Services in a good and workmanlike manner. You acknowledge that the effectiveness of the Services depends on many factors that affect the growth and health of turf, such as the amount of rain, wind, hot/dry conditions, and mowing height. Weed Man may deliver the Services when it is best to maximize the effectiveness of the Services, taking into account factors such as weather, agronomic/growing conditions, pest life cycles, and scheduling of delivery of Services to your area.
3. **Changes or Cancellation of Service** - If you choose to cancel the Services for any reason other than selling or moving from your property or death, Weed Man may charge an administrative fee of \$25.00. In addition, if you choose to cancel your remaining services and are a program customer, Weed Man may charge you the difference between the program price for services already delivered to you and the individual service price for those services. Cancellation or changes to services must be done by contacting our office directly. Technicians are not set up to process changes or cancellations.
4. **Limited Guarantee** – Weed Man guarantees that it will deliver the Services to you in a good and workmanlike manner. Weed Man also guarantees that you will be satisfied with the health and appearance of your lawn provided that you follow all recommendations for treatments recommended by your Weed Man service technician and you carry out proper lawn maintenance practices, such as proper mowing practices and watering. If you are not satisfied with your lawn or the Services that Weed Man has provided, we will respond to your concerns and attempt to resolve the issue within two business days of you contacting our office. If Weed Man determines that it failed to deliver any application that forms part of the Services in a good and workmanlike manner, Weed Man will repeat the application at no charge. Subject to the limitation set out in Section 4, if Weed Man damages any part of the Property in providing the Services, Weed Man will repair the damage at no charge. Failure to notify Weed Man of any issues or damage in a timely manner or failure to give Weed Man the opportunity to reapply the Services or repair the damages voids this guarantee. If in Weed Man's opinion you have failed to follow its recommendations for treatments required for your lawn and/or proper maintenance practices, this guarantee is void. Weed Man will not be held liable for any bodily injury, indirect, consequential or punitive damages to you or any other person caused by any act or omission of Weed Man or its employees, contractors or agents.
5. **Underground Sprinkler Systems** – If you have an underground sprinkler system installed at the Property, you must advise Weed Man by telephone or in writing prior to the delivery of the Services to ensure no damage is caused to the system when certain Services are provided, in particular aeration or slice seeding/lawn renovation. Failure to advise Weed Man means that Weed Man will not be held responsible for any damage to that system caused by delivery of the Services and the guarantee provisions in Section 3 are voided with respect to such damage.
6. **Seeding** – If any of the Services you have ordered include seeding, you must water the seeded areas in accordance with the instructions given to you by your Weed Man service technician. Weed Man does not water seeded areas on behalf of customers. Failure to follow these instructions will void the limited guarantee described in Section 3.
7. **Pesticides** - Weed Man and its employees and agents are properly licensed and trained in the use, handling and application of pesticides. We only use pesticide products that are federally approved by Health Canada for safe use and permitted by provincial and municipal laws. We follow prescribed methods for mixing and use found on the label for all pesticides. Weed Man follows IPM (Integrated Pest Management) protocols, which involve following cultural and lawn care practices in partnership with the property owner that promote healthy turf to reduce or minimize pest populations. Pesticides are used sparingly and only when necessary to control pests. Complete elimination of pests is not guaranteed or desirable to promote a healthy lawn and ecosystem. Further, we use pesticides that are post-emergent, meaning they control weeds that have germinated or insects that have hatched. Pre-emergent control of pests is not provided or guaranteed.
8. **Payment** – If you prepay for the Services, payment is due by the date specified in writing by Weed Man or within 7 days of ordering the Services if not specified. Weed Man may cancel any discounts offered by Weed Man for prepayment if you fail to pay by such date. If you do not prepay for the Services, payment is due upon completion of the Service. Weed Man may cancel the agreement to provide Services if any invoice is not paid within 30 days. **Weed Man reserves the right to charge back any discounts it gives against the final service ordered by you.** Interest accrues at a rate of 2% per month (24% per annum) on any charges more than 30 days in arrears.
9. **Miscellaneous**
 - a. You may not assign this Agreement to anyone without the prior written consent of Weed Man. Weed Man may at its election assign this Agreement to any person, firm or corporation.
 - b. Time is of the essence for this Agreement.
 - c. This Agreement shall be enforced by the laws of the Province in which the Property is located, and the applicable federal laws of Canada.
 - d. This Agreement is binding on the parties and their respective heirs, executors, successors and permitted assigns.