These Terms & Conditions apply to any work performed and materials supplied by HubbServices, LLC (“Contractor”) and are incorporated into the estimate/invoice (“Invoice”) provided to you (“Customer”) and shall govern unless expressly modified or excluded in writing by both parties. Upon Customer’s signing of the Quote, the Quote, together with these Terms & Conditions, form a binding contract between the parties.

1. Scope of Work. The Contractor shall carry out and complete landscape works described in the Invoice in a workman like manner and shall have no obligation to execute any additional work unless otherwise agreed in writing between the parties. If there is any discrepancy between any specification and any drawing, the description contained in specifications shall prevail over the drawing.

2. Permits. The Customer is responsible for obtaining any necessary permits or consents required for any work to be performed by Contractor under the Invoice (both governmental and private). Customer represents and warrants to Contractor that all permits and consents have been obtained prior to the scheduled commencement of any work and that the work contained in the Invoice is permitted by all applicable laws.

3. Quote. The Invoice provided for lawn maintenance, landscaping or any other services is valid for 30 days from the time made by Contractor. Acceptance of the Invoice expressly constitutes acceptance of these Terms & Conditions and represents a binding contract between the parties.

4. Payment. Customer shall pay the Contractor the full amount of the Invoice, including all taxes and fees as follows: (1) 50% down upon signing of the Quote by the Customer if applicable, with the balance due upon completion of the work described in the Invoice. (2) 50% deposit down upon signing of the Quote by the Customer, 25% due after seven days after project has started, and the remaining balance due upon completion of the work described in the Invoice. (3) If client is billed on a monthly basis, payment is due within 10 days of receipt for the previous month’s services. Payment terms shall be stated on the Invoice. If Customer fails to make payment within 15 days of the due date, the past due balance shall accrue interest at the annual rate of 20% or the highest rate permitted by, whichever is lower.

5. Terms for Mowing. The Contractor shall provide the mowing terms of this Agreement in the Invoice and shall generally be for April thru November; services will be performed on a weekly basis as needed. Upon termination, neither party shall have any further obligations to the other except for those obligations that shall survive termination of this Agreement, as set forth below.

6. Customer Representation and Obligations. The Customer warrants the site is free of underground condition including, without limitation pipes, cables, stumps, sprinklers, invisible fence, sewage drains and waste materials except as specifically disclosed to Contractor prior to the signing of the Estimate. Where latent/underground problems exist the Contractor shall be entitled to charge for additional work/supplies/equipment necessary to complete the work or may suspend the work until the condition has been remedied. Customer shall provide Contractor with electricity and water.

7. Completion. The Contractor will use commercially reasonable efforts to complete a project in the time frame promised. However, Contractor shall not be liable for any delay in the completion of the work under the Invoice.

8. Materials On-Site. Materials delivered to site become the responsibility of the Customer. The Contractor accepts no responsibility for loss damage or expense after delivery of materials to site for any reason. Any material brought to, or removed from the site, that are in excess to the Contractor’s requirements under the Invoice remain the property of and be removable by the Contractor who shall have the right to enter the site for that purpose.

9. Maintenance after Completion. The Contractor is only obligated to perform the work specified in the Invoice. The proper maintenance of the site shall be the obligation of the Customer following completion of the work by Contractor, unless otherwise agreed in writing by the parties.

10. Warranties and Exclusions. The Contractor warrants the shrubs and trees supplied by Contractor in connection with the Invoice for a period of up to one year from the date of planting, provided that such warranty shall be void if the Customer fails to take reasonable care of the plants (including, without limitation, watering, spraying, cultivating, and pruning). Annuals, perennials, and sod, as well as any transplanted materials will not be warranted and are sold AS-IS. Contractor shall not be liable for any damage caused by Acts of God (including, without limitation, extreme cold or draught, flooding, storms, rain, etc.) Contractor’s sole responsibility for any breach of these warranties shall be, at its discretion, to repair or replace it or to issue a refund for the plant or work affected. THE WARRANTY SET FORTH IN THIS SECTION 9 IS STRICTLY LIMITED TO ITS TERMS AND IS (TO THE EXTENT PERMITTED BY LAW) IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, SPECIFICALLY EXCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. Damages. Under no circumstances shall Contractor be liable for any special, incidental, or consequential damages.

**Terms & Conditions – Snow Removal Services**

These Terms & Conditions apply to any work performed and materials supplied by HubbServices, LLC (“Contractor”) and are incorporated into the estimate/invoice (“Invoice”) provided to you (“Customer”) and shall govern unless expressly modified or excluded in writing by both parties. Upon Customer’s signing of the Invoice, the Invoice, together with these Terms & Conditions, forms a binding contract between the parties.

1. Scope of Work. The Contractor shall carry out and complete the snow removal/treatment works described in the Invoice (collectively, the “Services”) at the site described on the Invoice (the “Property”) and at the interval(s) and the times described in the Invoice. To the extent made part of the Invoice, Contractor may apply rock salt to road surfaces and driveways and calcium to sidewalks (the “Treatments”). The determination of snow accumulation under the Invoice shall be made by Contractor in its sole but reasonable discretion. Customer represents and warrants that the Treatments are appropriate for the respective surfaces and shall hold Contractor harmless from any damages caused by the application of the Treatment to the respective surfaces and surrounding areas (grass, plants, etc.). In the event that a measurable snowfall occurs, absent a prior prediction by local weather stations, Contractor will endeavor to perform the Services at the Property as soon as possible. Further, if the current conditions do not warrant the Services, and Customer desires Contractor to perform the Services, Customer shall call Contractor at 419-581-1637 to notify Contractor that the Services are required. Any additional visits to the Property to perform the Services on the same day that the Services were first performed will be subject to an additional charge. If Contractor performs the Services, and additional snow accumulation warrants further Services, Contractor will use its best efforts to return to the Customer’s site and perform the Services. However, such additional Services will be performed at the discretion of Contractor, and Contractor shall not be responsible for monitoring the Property to ensure that the Property is maintained in the event that additional snow accumulates after the Services are first performed. Contractor will rely on notification from the Customer that additional services are necessary, and will return to the Property if the Customer so notifies Contractor

2. Invoice. Acceptance of the Invoice expressly constitutes acceptance of these Terms & Conditions and represents a binding contract between the parties.

3. Customers Waiver . Customer acknowledges that snow and ice are part of wintertime life in Ohio. Customer acknowledges that storms which bring snow, rain, sleet or ice, coupled with changing temperature conditions, can create dangerous and hazardous conditions which can occur suddenly, frequently and without warning, and that such conditions are difficult to prevent and/or correct. Customer is aware of the risks associated with traversing across driveways, walkways or parking lots affected by winter weather conditions. Customer acknowledges that Contractor shall not be responsible, and hereby waives any claims against Contractor, for personal injury of any kind resulting from natural accumulations or unnatural accumulations created by the actions of Customer or other third parties. Customer further acknowledges that Contractor is only required to use ordinary care in performing the Services.

4.Payment. Services are charged on a per visit basis, with each run, even on the same day, being charged separately unless otherwise specified. If customer wishes to be billed on a flat rate basis for the year and cancels services mid season then Contractor will have the right to bill the full amount over the winter season upon ending agreement. Contractor will bill Customer at the end of each day that service is performed. Payment in full is due on each invoice within 10 days of receipt. If Customer fails to make payment when due, the past due balance shall accrue interest at the annual rate of 20% or the highest rate permitted by, whichever is lower and Contractor reserves the right to temporarily or permanently discontinue Services after notifying Customer.

5.Term. The Contractor shall provide the term of this Agreement in the Invoice and shall be for November thru April; Prices quoted in the estimate are subject to change for subsequent winter seasons. Upon termination, neither party shall have any further obligations to the other except for those obligations that shall survive termination of this Agreement, as set forth below. Notwithstanding

6.Warranties and Exclusions.Contractor shall not be liable for any damage caused by Acts of God (including, without limitation, extreme cold or draught, flooding, storms, rain, etc.) Contractor’s sole responsibility for any breach of these warranties shall be, at its discretion, to repair or replace it or to issue a refund for the plant or work affected. THE WARRANTIES EXPRESSLY SET FORTH HEREIN ARE STRICTLY LIMITED TO THEIR TERMS AND ARE (TO THE EXTENT PERMITTED BY LAW) IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, SPECIFICALLY EXCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.Exclusion of Damages. Under no circumstances shall Contractor be liable for any special, incidental, or consequential damages.

8.Miscellaneous. This contract shall be made in, and governed by the laws of, the State of Ohio. Any dispute, claim or controversy concerning the parties’ duties under this Agreement which the parties cannot resolve within thirty (30) days shall be directed by binding arbitration administered by, and pursuant to the rules of, the American Arbitration Association (“AAA”). Such arbitration shall take place in Hancock County in the State of Ohio. The prevailing party in such arbitration shall be entitled, in addition to such other relief as may be granted, to its reasonable attorneys’ fees and costs in connection with such litigation or in a separate action brought for that purpose. With the exception of the foregoing, the parties shall share equally all the costs and expenses associate with such arbitration. Judgment upon any AAA award may be entered in any court having jurisdiction. The party against whom enforcement is sought shall pay any costs incurred in the enforcement of an arbitration award. This contract constitutes the entire agreement between Contractor and Customer with respect to the subject matter contained herein. This contract shall not be modified except in writing signed by both parties