



## Top Notch Lawn Care LLC

343 N de Gaulle Ct  
Aurora, CO 80018

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aantoinettes17@gmail.com

ESTIMATE	#18
TOTAL	\$450.00

CONTACT US  
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## ESTIMATE

Services	qty	unit price	amount
Pest and weed control - Treatment - Weed control	1.0	\$450.00	\$450.00
Expert weed control treatment service In back yard including disposal			

Services subtotal: \$450.00

**Total \$450.00**

Thank You for Your Support!  
We sincerely appreciate your business and the trust you place in us. Your support allows us to continue providing top-notch services, and we are grateful for every opportunity to serve you.  
If you have any feedback or need assistance, feel free to reach out. We look forward to serving you again!

## Terms and Conditions

Top Notch Lawn Care & Landscaping Service Agreement (Colorado)

As of June 29th 2025

Introduction: This Service Agreement outlines the terms and conditions for ongoing lawn maintenance and landscaping projects provided by Top Notch Lawn Care ("Contractor") to its clients ("Customer") in Colorado. By scheduling and receiving services (including via phone or text message bookings), the Customer acknowledges and agrees to the following terms.

### Use of Subcontractors

Top Notch Lawn Care may utilize employees, independent contractors, or subcontractors to perform services. All work will be conducted under the Contractor's direction and according to this Agreement. Using subcontractors does not alter the Customer's rights or Contractor's obligations under this Agreement.

### Booking and Acceptance of Service

Most Top Notch services are arranged via phone or text message. Verbal and Text Agreements: Appointments or service requests confirmed by phone, SMS text, or email are considered binding service orders under this Agreement. The Customer's verbal or written consent (including text message confirmation) to begin

service constitutes acceptance of these contract terms. Contractor will subsequently record the booking in our system (Housecall Pro) for scheduling and invoicing purposes.

#### Term and Renewal of Service

Regular lawn maintenance is provided on a weekly recurring basis. This Agreement is ongoing from week to week and season to season until canceled by either party. Top Notch will assume you remain a customer in each new season unless you provide a cancellation notice in writing. (Written notice may be by email or text message for convenience.)

**Seven-Day Cancellation Policy:** To permanently cancel all future weekly lawn care services without penalty, the Customer must give at least 7 days' advance written notice. This allows Top Notch to adjust scheduling and staffing. If proper notice is given, service will be terminated at the end of the notice period with no further charges (aside from any services already performed or in progress).

#### Scope of Services

**Routine Lawn Maintenance:** Services typically include mowing, trimming, edging, and blowing off hard surfaces, performed on a weekly schedule (weather permitting). Basic maintenance does not automatically include fertilization or herbicide treatments unless specified.

**Weed Control:** Weed control (herbicide spraying or manual weeding) will be included only if explicitly offered and confirmed as part of the Customer's service plan (e.g. in the initial quote or confirmation text). If included, weed control applications (such as spot-spraying with herbicide) will typically occur every two weeks during the growing season for those specific customers. Weed control may involve the use of commercial herbicides (e.g. glyphosate/RoundUp) – see the Chemical Use section below for related terms and customer acknowledgments.

**Landscaping and Installation Projects:** This Agreement also covers one-time or occasional landscaping projects (e.g. sod installation, rock or mulch installation, planting, yard clean-ups, grading, etc.) performed by Top Notch. These projects will be scheduled and priced separately from routine maintenance. All terms herein (payment, cancellation, liability, etc.) apply equally to such project work. For large landscape projects, additional specific clauses (deposits, lien rights, etc.) apply – see Large Projects & Payments and Mechanic's Lien Rights sections.

#### Scheduling and Weather Delays

Regular maintenance is scheduled on a set weekday each week. **Weather Delays:** Inclement weather (heavy rain, lightning, snow, etc.) may make it unsafe or impractical to mow or perform scheduled services on the usual day. In such cases, Top Notch will attempt to complete the service within the next 3 days when conditions improve. The Customer agrees to allow a reasonable 3-day window for weather delays. If extreme or persistent weather prevents service for more than 3 days past the scheduled date, Top Notch will notify the Customer and the service may be skipped or rescheduled. After a 3-day delay, the Customer has the option to cancel that particular service visit without penalty if it still cannot be completed by the fourth day.

**Example:** If your normal service day is Monday but rain prevents work, we may come on Tuesday or Wednesday. If by Thursday (Day 4) we still have not been able to service your lawn due to continuous bad weather, you may elect to cancel that week's service visit with no charge.

Top Notch will make best efforts to inform the Customer of adjusted timing. Minor scheduling variances within the same week (due to weather or route changes) do not count as missed service. In rare cases of severe weather causing a complete skip of a week's service, no charge will be made for that missed week. There are no refunds or credits for weather delays when the service is completed within the same week as weather allows, aside from the cancellation option after 3+ days of continuous delay as noted above.

#### Customer Cancellation or Skipped Visit Policy

If the Customer needs to skip or cancel a specific scheduled service visit, the following rules apply:

- **Free Cancellation with 24+ Hours Notice:** The Customer may cancel or reschedule a particular service visit without charge by giving at least 24 hours' notice before the scheduled service day. (For example, to skip a Tuesday service, notify us by Monday morning at the latest.)
- **Late Cancellation Fee:** If the Customer cancels a service visit with less than 24 hours notice or denies access upon our arrival (e.g. forgetting to unlock gate, etc.), Top Notch reserves the right to charge a late cancellation fee up to the full price of that visit. This fee is to offset crew time and scheduling disruption, and will typically equal the normal service charge for that visit. By agreeing to service, Customer understands that cancellations under 24 hours may incur a charge.
- **Exception – Weather Delay:** If a service has been delayed by us (e.g. rolled over to the next day due to weather) and the Customer then wishes to cancel that visit, Top Notch will waive the cancellation fee so long as the cancellation occurs before we dispatch to your property on the delayed day. Once a crew is en route or on site, a late cancellation fee may apply even if the delay shortened the notice time.
- **Skipping Visits:** Customers on weekly plans may occasionally request to "skip" a week (for example, if grass hasn't grown or they are on vacation). Please give 24+ hours notice for skips. Skipping a scheduled visit with proper notice will simply result in no charge for that week. Note that skipping service for more than two consecutive weeks without lawn dormancy may result in overgrowth charges when service resumes.

Remember that permanent cancellation of all future recurring service requires 7 days notice as described in Term and Renewal above. Isolated skips or cancellations do not terminate this Agreement unless specified.

## Pricing and Payment Terms

**Service Rates:** The Customer agrees to the pricing for services as quoted by Top Notch (either per visit, weekly, or project flat-fee, depending on the arrangement). Any additional services or change in scope will be quoted for approval. Applicable sales taxes or disposal fees (if any) will be added as required by law.

**Automatic Payments (Credit Card Required):** Top Notch Lawn Care requires an active credit or debit card on file for automatic billing of services. The Customer will provide valid payment information prior to the start of service and authorizes Top Notch to charge the card on file for each service rendered (or on a regular schedule, such as weekly or monthly). Automatic payment is required to continue services. If a card is declined or becomes invalid, the Customer must provide an alternate payment promptly to avoid interruption.

**Billing Schedule:** For routine weekly maintenance, billing will typically occur after each service visit is completed (or at the end of each week for that week's visits). For larger projects, Top Notch may require a deposit and will bill according to the project payment schedule (see Large Projects & Deposits below). All invoices are due immediately upon receipt (or as otherwise noted on the invoice). By entering this Agreement, the Customer consents to electronic invoicing and receipt of charges.

## Late Payments and Grace Period

While auto-pay is used, in cases where an invoice is not successfully paid (e.g. card on file fails) the following will apply:

- **Grace Period:** The Customer is given a 5-day grace period after the invoice due date during which to remedy payment without penalty. We understand occasional card issues, so no late fee will be assessed if payment is received within 5 calendar days of the due date.
- **Late Fee/Interest:** If payment is not received by the end of the 5-day grace period, Top Notch may apply a late payment charge. The late fee may be structured as either a flat fee or interest on the overdue amount, whichever is greater (as permitted by law). For example, the contract may impose a late fee of 5% of the overdue balance or \$15.00, whichever is higher, at the time the payment is 5+ days late. Alternatively, interest up to 1% per month (12% APR) may accrue on overdue sums. Any late fee/interest will not exceed the maximum allowed by Colorado law. (Colorado does not set a specific cap on commercial late fees, but interest on consumer debts over 12% per annum may be deemed usurious, so we limit charges accordingly.)
- **Continued Delinquency:** If an invoice remains unpaid 6 days past due (i.e. one day beyond the grace period), the Customer's account will be considered delinquent. **Service Suspension:** Top Notch reserves the right to remove the Customer from the schedule for upcoming services if an automatic payment is more than 6 days late. In other words, services will be paused starting the following week until the balance is paid. The Customer's regular time slot is not guaranteed to remain available during a suspension.
- **Reinstatement:** Once the outstanding amount (plus any late fees) is paid, Top Notch will resume regular service on the next available date, subject to route availability. A reactivation fee will not be charged, but note that another client might fill an open slot during suspension.

The above late payment terms are intended to encourage timely payment while remaining within legal guidelines. We have researched Colorado law and, although Colorado doesn't mandate a specific grace period or maximum late fee for this type of service contract, a 5-7 day grace period is recommended practice and interest above 12% APR is generally not charged to consumers. Our policy aligns with these standards.

## Large Projects & Deposits

For landscaping or other large-scale projects (e.g. sod installation, xeriscaping, large cleanups), additional payment terms may apply:

- **Written Proposal:** Top Notch will provide a written estimate or proposal describing the work and cost. A signed acceptance (or explicit written approval by text/email) is required to schedule the project.
- **Deposit:** For projects over a certain amount (typically \$500), Top Notch may require a deposit before scheduling the work. The standard deposit is 50% of the total project price (or an amount otherwise agreed) payable upon signing the project agreement. This deposit is applied toward the final price. The balance is due upon completion of the work (or in installments for multi-phase projects, as specified in the proposal). Requiring a reasonable deposit helps cover materials and reserving crew time and is common for landscape projects.
- **Cancellation of Projects:** If the Customer cancels a large project after work has begun or materials have been specially ordered, the deposit may be forfeited or used to cover any actual costs incurred by Contractor (unless otherwise required by law). If cancellation occurs before any work or special ordering, Top Notch will refund the deposit minus any out-of-pocket costs or a small administrative fee, if applicable. (Per Colorado law, a contractor generally cannot place a mechanic's lien or charge for work if a project is canceled before any work or materials are provided, but a contract may allow recovery of certain prep costs or restocking fees.)
- **Change Orders:** Any changes to the scope of a project (additions or reductions) should be documented in writing (email/text is sufficient) and may adjust the price. Significant additions may require an extra deposit or progress payment.
- **Completion and Walkthrough:** Upon completion of a large project, Top Notch will do a walkthrough with Customer (if available) or send confirmation (with photos if appropriate). Any punch-list items will be addressed. Final payment of the balance is then due immediately.
- **Warranty on Work:** Unless otherwise specified in writing, Top Notch provides no long-term warranty on plant materials or workmanship beyond ensuring the project is completed as agreed. (For example, we cannot guarantee living plants or sod will thrive after installation due to factors outside our control like weather, watering by customer, or soil conditions, unless a specific warranty is provided in the contract.) However, we stand by the quality of our work at the time of completion and will correct any installation issues noted immediately at the final walkthrough.

## Collections and Legal Remedies

If a Customer's account remains unpaid and in default, Top Notch reserves the right to pursue all legal remedies to collect the debt. This includes, but is not limited to:

- **Internal Collections:** Continued invoicing, phone/email reminders, and mailed demand letters. We may send a formal demand notice via postal mail (or certified mail) for balances significantly past due. The Customer will be responsible for any actual postage or delivery costs for sending such notices, to the extent allowed by law, especially if such notice is required before further action.
- **Third-Party Collection Agency:** If internal efforts fail, Top Notch may assign or refer the debt to a professional collection agency. The Customer agrees that if a third-party collection agency or attorney is employed to recover overdue amounts, the Customer will be liable for any associated collection fees, court costs, and reasonable attorney's fees incurred, as permissible by law. These costs can include the agency's contingency fees or a percentage of the balance, filing fees for small claims court, and so on.
- **Mechanic's Lien (for work improving property):** For any unpaid amounts related to landscaping improvement work (e.g. installations of sod, trees, hardscape, etc.), Top Notch may secure its claim by filing a mechanic's lien against the serviced property, pursuant to Colorado law. (See Mechanic's Lien Rights below for details and notice to Owner.)
- **Legal Action:** Top Notch can pursue legal action such as suing for breach of contract or seeking a judgment for unpaid services. Under this Agreement, if litigation or arbitration is pursued, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the other party (unless prohibited by law or decided otherwise by the adjudicator).

By entering this Agreement, the Customer explicitly agrees that they will be responsible for all costs of collection on any missed payments, including actual postage, collection agency fees, and legal fees to the maximum extent permitted by law. Top Notch will make good faith efforts to resolve payment issues amicably before escalating, but retains these rights as protection against non-payment.

#### Mechanic's Lien Rights (Notice to Customer)

**Notice to Owner:** Under Colorado law, anyone who supplies labor or materials to improve real property (such as landscaping work) and is not paid for their work may have the right to file a mechanic's lien against the property. This is a legal claim that, once filed with the county recorder, encumbers the title of your property.

Because this Agreement may include improvements to your property (for example, installation of sod, rocks, plants, or construction of landscape features), Top Notch Lawn Care hereby notifies you that we reserve the right to assert a mechanic's lien in accordance with Colorado Revised Statutes Title 38, Article 22, if we are not paid for services rendered. In Colorado, contractors, subcontractors, and material suppliers who improve a property have lien rights for the value of labor or materials provided. The lien can be filed after providing a 10-day Notice of Intent to Lien and remains subject to statutory deadlines and procedures.

**Owner's Protection:** To avoid a lien, the simplest course is for the Customer to ensure full payment is made for the services and that any subcontractors or suppliers used by Top Notch (if any) are paid. If you ever receive a Notice of Intent to Lien or similar communication, it means payment has not been received and you should contact us immediately to resolve the balance.

**Lien Foreclosure:** If a lien is filed and not resolved, Top Notch could ultimately enforce it through legal proceedings, which could result in the property being subject to sale to satisfy the debt. However, our goal is to never reach that point; we will only file a lien after multiple attempts to collect and after providing the required prior notice (at least 10 days' warning) as required by Colorado law.

By signing this Agreement, the Customer acknowledges this mechanic's lien notice. (This notice is similar to the warning required in some states' home improvement contracts and is provided here for transparency and to comply with any potentially applicable laws or best practices.) Remember, if you pay in full and satisfy your obligations, no lien can be enforced.

For reference: Colorado's mechanics' lien laws protect contractors like Top Notch by allowing liens for work improving the land. For example, landscaping services such as seeding, sodding, grading, and planting are generally lienable as they are improvements to the property (as seen in other state statutes and cases). We will abide by all legal requirements (including pre-lien notice and lien release upon payment) if this remedy is ever needed.

#### Liability Limitations and Release of Claims

Top Notch Lawn Care is insured for general liability; however, this Agreement includes certain limitations on our liability for minor damages or issues that can occur as incidental to lawn care and landscape services. The Customer agrees to the following limitations and assumes the risks as described:

- **Property Damage – General:** The Contractor will take reasonable care to avoid damage to the Customer's property. If an incident occurs due to our negligence (e.g. a crew member clearly damages a structure with equipment), Top Notch will repair or reimburse that specific damage appropriately. However, the Customer must report any damage within 24 hours of service for a claim to be considered. If not reported within that timeframe, it is agreed to be waived.
- **Excluded Items:** Certain items are prone to incidental contact or damage from routine lawn care. Top Notch shall not be responsible for minor or cosmetic damage to the following, unless caused by gross negligence or willful misconduct of our crew:
  - **Lawn Decorations & Accessories:** This includes but is not limited to small yard lights, landscape solar lights, lawn ornaments, bird baths, planters, lawn furniture, doormats, toys, hoses, sprinkler heads, invisible pet fences, exposed cables/wires, or any other objects on or just below the lawn surface. The Customer is responsible for removing or clearly marking such items before service. We are not liable for damage to items left on the lawn or hidden in overgrown grass.
  - **Fencing and Edges:** Minor scuffs, scrapes, or nicks to fence bottoms, deck skirting, siding, downspouts, retaining walls, edging, or posts caused by contact with string trimmers or mowers. We will do our best to avoid any contact, but trimmer line may occasionally strike fence boards or objects at ground level – the Customer agrees this is an ordinary risk of lawn maintenance. Superficial cosmetic damage in these scenarios will not be repaired or compensated. (Contractor will be liable,

however, for significant structural damage – for instance, if we broke a fence picket or cut through wiring – that clearly exceeds normal wear from maintenance.)

- **Plants and Lawns:** Damage to turf or plants caused by appropriate applications of lawn chemicals or treatments. For example, discoloration or death of grass or ornamentals due to fertilizer burn or herbicide overspray can sometimes occur despite proper application. Top Notch will take care to apply fertilizers and herbicides as directed, but the Customer accepts the risk of some lawn or plant stress as a trade-off for weed control and that no guarantee is made against such effects. Similarly, any pre-existing lawn disease or pest issues that worsen are not our liability. (If we clearly apply a chemical improperly, that is our responsibility – but if done according to label and industry standards, the Customer assumes the risk of incidental, minimal damage.)
- **Glass and Windows:** Top Notch is not responsible for broken windows or glass damage resulting from normal mowing and trimming operations. Lawn mowers and trimmers can occasionally propel stones or debris at high speed. The Customer agrees to hold Contractor harmless for any glass breakage or damage to windows, doors, or lights due to flying projectiles from lawn maintenance. We strongly recommend the Customer remove any rocks or hard debris from the lawn and close windows on service days. By accepting our services, you accept this risk for glass breakage and agree that any repairs for such damage will be at your expense (your homeowner's insurance may cover it in many cases). Important: We do NOT knowingly aim equipment toward windows, and will take reasonable precautions, but this clause allocates the risk of an unpredictable accident to the Customer.
- **Underground Facilities:** We are not responsible for damage to any underground lines, cables, wires, pipes, or irrigation components that are not clearly marked or reasonably known to us. This includes but is not limited to invisible dog fence lines, sprinkler lines or heads that are not readily visible, shallow wiring for landscape lighting, drip irrigation tubes, etc. The Customer must inform us of any such underground features. If we hit an unmarked line during core aeration, edging, or similar, the repair is the Customer's responsibility (unless it was marked and we negligently ignored the marking). For example, if an invisible fence or cable line is just below the grass surface and not flagged, cutting it with aerators or a shovel is a known risk and not our liability.
- **Minor Yard Damage:** Indentations or ruts in the lawn from mower wheels during wet conditions, minor tire marks on driveways, or slight turf damage when turning equipment. We use appropriate equipment (e.g., lightweight mowers) to minimize this, but standard maintenance can still result in small marks. No compensation is provided for these minor issues. We may skip mowing extremely wet ground to avoid damage, which could lead to a delayed service (see Weather Delays).
- **Incidental Personal Property Damage:** We are not responsible for any personal items left in the yard that may be damaged by our equipment or crew (e.g., if a toy, garden hose, or tool is left out and is damaged by a mower). It is the Customer's duty to keep the yard free of such hazards. We also are not liable for staining or soiling of items like lawn furniture or siding due to grass clippings, leaf blower dust, etc., which are normal byproducts of yard work.

#### Litigation Confidentiality & Non-Disclosure Clause

In the event of any dispute, payment issue, or legal proceeding between the Customer and Top Notch Lawn Care LLC, the Customer agrees not to disclose, discuss, or publish any information regarding the existence, status, content, or outcome of such dispute to any third party, including but not limited to social media posts, online reviews, public forums, blogs, or verbal communication with others, except as expressly required by law or court order.

This includes, but is not limited to, statements such as "I'm being sued by Top Notch Lawn Care," "Top Notch took me to court," or any public commentary on pending or concluded legal actions, collection efforts, or billing disputes involving Top Notch Lawn Care LLC or its owners, employees, or affiliates.

The Customer acknowledges that public disclosure of legal disputes can cause significant reputational harm to the Company and agrees that any violation of this clause shall be considered a material breach of this Agreement. In such event, Top Notch Lawn Care LLC reserves the right to pursue appropriate legal remedies, including injunctive relief and compensatory damages for reputational injury.

**Acknowledgment of Risk:** Landscaping and lawn care work inherently carries some risk of the above types of incidental damage. The Customer agrees that the listed items are foreseeable minor damages and assumes the risk of them. The pricing of services is partly based on this limitation of liability; if Top Notch were to insure or pay for every instance of such minor damage, service costs would be higher. By mutual agreement, these minor or accidental damages are not chargeable to the Contractor (absent gross negligence).

**Limitation of Liability:** To the fullest extent allowed by law, Top Notch's liability for any claim of property damage arising from our services shall not exceed the amount of the fee for the specific service visit during which the damage occurred (or, for a project, the specific task causing the damage). In no event will Contractor be liable for any indirect, consequential, or exemplary damages. This limitation does not apply to personal injury or willful misconduct.

**Customer's Legal Options:** The Customer retains all rights to seek remedy for major damage caused by Contractor's proven negligence that is not disclaimed above. This Agreement simply sets the understanding for minor issues. Contracts can legally define liability allocation; indeed, service contracts often specify that a contractor "may not be responsible for any damages whatsoever" unless otherwise agreed. We have tailored our liability clause to be reasonable and focused on likely minor incidents, which is legally permissible.

#### Indemnification and Safety

The Customer and Contractor agree to the following additional protections:

- **Customer Indemnification:** The Customer agrees to indemnify and hold Top Notch (and its employees and subcontractors) harmless from any claims arising out of dangers or hazards on the Customer's property that are not caused by our negligence. For example, if a Customer's own action or negligence (or that of their other contractors, guests, or pets) causes injury or damage during our work, the Customer would be responsible. This includes, but is not limited to, claims arising from: the Customer's failure to maintain safe premises (e.g. hidden holes in lawn, unsecured aggressive dog, unsafe electrical outlet we plug into, etc.), or from third parties on the property not under our control.
- **Contractor Indemnification:** Conversely, Top Notch will indemnify the Customer for claims arising from our negligence or willful misconduct causing injury to persons or damage to property. (For instance, if our crew drives a vehicle into the Customer's garage, we obviously take responsibility fully.)

- **Jobsite Safety:** The Customer agrees to keep children and pets away from the immediate work area during service for their safety and ours. Lawn equipment can be dangerous if approached. We request that if anyone (including pets) is outside while we are working, they maintain a safe distance. The Customer assumes liability for any injuries to their family members or pets who come into contact with operating equipment or recently applied chemicals due to not observing this safety requirement.
- **Pets and Gates:** The Customer must ensure any pets are secured indoors or in a secure area away from where gates need to be opened on service days. Top Notch is not responsible for pets escaping from the yard while we are on site (we will of course try to close gates, but cannot guarantee a pet won't slip out). It is the owner's responsibility to check gates after service if they have concerns. We also are not responsible for pet injuries that might occur if a pet is loose in the yard during service and is frightened or struck by equipment – please keep pets inside for everyone's safety.
- **Use of Customer's Equipment:** Our team will use our own tools and equipment. We generally will not use the Customer's lawn equipment. If, at the Customer's request, we ever operate Customer's equipment (not typical), the Customer agrees we are not liable for any damage to that equipment and the Customer will indemnify us if its use causes injury (since we prefer to use our insured equipment).

#### Chemical Use Authorization

As noted under Weed Control, Top Notch may apply herbicides (weed killers), pesticides, or fertilizers as part of the service, but only if the Customer has opted-in to those services. By accepting this Agreement and any such service, the Customer provides the Contractor permission to apply necessary lawn chemicals on the property. This includes products such as RoundUp (glyphosate) for weed control, selective broadleaf herbicides, lawn fertilizer granules, weed-and-feed products, or ice melt for winter services if applicable.

**Handling and Notification:** Top Notch will apply all chemicals in accordance with manufacturer instructions and in compliance with any Colorado or local regulations. We will notify the Customer of a chemical application either through a flag posted on the lawn or a note in the service report (or text) on the day of service. For example, after spraying RoundUp on weeds, we might leave small lawn flags indicating treatment.

**Customer Responsibilities:** The Customer agrees to keep people and pets off treated areas for the advised period (usually until the spray dries or as recommended on the product label). Typically, for RoundUp and most lawn herbicides, this is a matter of a few hours on a dry day. If the Customer or family has particular sensitivities or preferences (such as a request for organic treatments only or avoidance of certain chemicals), they must inform Top Notch in writing before services begin. We can adjust the service or exclude chemical usage for that customer, but absent such instruction, we will use our standard products as needed.

**Waiver of Claims:** The Customer acknowledges that the use of chemical treatments carries inherent risks – for example, possible skin irritation, pet illness if instructions aren't followed, or environmental impacts. Top Notch warrants that we will use products that are legal and commonly used in the industry and apply them properly. The Customer assumes liability for any consequences of chemical use on their property that occur without Contractor fault. That means if we apply as directed and, say, a sensitive plant still gets damaged from unseen drift, or the Customer's dog licks the grass contrary to instructions and has an adverse reaction, the Contractor is not held liable (this is part of the Property Damage – Plants and Pet Safety disclaimers). If, however, it's shown we misused a chemical (e.g., applied far over the recommended concentration causing avoidable damage), then we would be responsible for remedying that specific damage.

By agreeing to weed control or fertilization service, the Customer is effectively providing informed consent to the use of lawn care chemicals on the property. If you have any questions about the specific products we use (e.g., RoundUp), please let us know and we can provide product labels or information. We reiterate that these products will be used prudently and in line with their intended purpose. The Customer releases Top Notch from any claims for side effects or damage from these chemicals when applied according to standard procedures.

(Note: In Colorado, certain herbicide applications might require a qualified applicator license; Top Notch ensures that any such legal requirements are met by our staff or subcontractors. The above is not a license disclosure but an acknowledgment of professional standards.)

#### Use of Customer's Utilities

Many landscaping tasks may require modest use of the Customer's on-site utilities. The Customer agrees to provide access to and permission to use:

- **Outdoor Electrical Outlets:** Top Notch may on occasion need to plug in an electric tool or charge a battery pack using the Customer's exterior power outlet. For instance, some hand tools or battery chargers might be used briefly. We will limit usage to minimal levels (comparable to running a household appliance for a short time). The cost impact on the Customer's electricity should be negligible. The Customer consents to this usage and holds Contractor harmless for such use (we'll exercise care, but are not responsible for any pre-existing electrical issues on the Customer's circuit).
- **Water Spigots/Hose:** The crew might need to use the Customer's water supply for tasks like mixing herbicide concentrate in a pump sprayer, watering in fertilizer, or cleaning mud off equipment. This use will be reasonable and limited. For example, filling a 2-gallon hand sprayer from an outdoor faucet, or using a hose to rinse a driveway of grass clippings if needed. The Customer authorizes Contractor to use on-site water for work-related purposes. Again, the cost impact (in terms of gallons of water) is minimal. If a Customer has a locked spigot or special water source instructions, they should inform us.

In summary, the Customer grants Top Notch permission to utilize the Customer's utilities (electricity and water) as reasonably necessary while on site. If the Customer does not want this (for instance, prefers we do not use their power), they must notify us in advance so we can plan accordingly (which may involve using only our generator or charging tools off-site, potentially affecting service efficiency). By default, we assume using a quick plug-in or hose hookup is acceptable.

No other customer resources will be used without permission (we won't, for example, borrow your tools or lawn mower without asking). This clause mainly ensures we have the ability to complete the job effectively with minor help from available utilities, which is a standard practice in residential services.

## Additional Terms

**Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

**Venue and Jurisdiction:** In the event of any legal action, the parties agree that such action shall be filed in a state court of competent jurisdiction located either in Arapahoe County or Jefferson County, Colorado. (Top Notch's principal business address is in Arapahoe County, and the owner resides in Jefferson County; services are performed in these areas. Therefore, these counties are agreed as the appropriate venues for any disputes.) Both parties consent to personal jurisdiction in Colorado.

**Entire Agreement:** This written Agreement (along with any specific written proposals for one-time projects) constitutes the entire understanding between Top Notch and the Customer with respect to the services and supersedes any prior or contemporaneous oral agreements. Any changes or additions must be in writing (email is acceptable) and agreed by both parties.

**Severability:** If any provision of this Agreement is found to be illegal or unenforceable, the remainder of the Agreement shall remain in effect. For example, if a court were to disallow part of the liability waiver, that would not invalidate the entire contract – only that portion.

**No Waiver:** Failure of either party to enforce any provision on one occasion shall not waive the right to enforce it on another occasion.

**Authority:** The person agreeing to these terms on behalf of the Customer (including clicking "I Agree" or verbally accepting) represents that they are the property owner or have authority to order the services for the property in question.

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**Acceptance:** By scheduling service with Top Notch Lawn Care (and/or by signing below, if a signature is obtained), the Customer acknowledges they have read and understood this Service Agreement and agree to abide by its terms. The Customer particularly acknowledges the cancellation policy, payment terms, liability limitations, and lien notice provided above.

Thank you for choosing Top Notch Lawn Care. We look forward to keeping your lawn and landscape in top-notch condition!

## Signed

*Alexa Serratore*

Alexa Serratore

Jul 18, 2025 at 11:24 AM

IP: 184.96.188.31