



TERMS AND CONDITIONS OF SERVICE (“TOS”)

This agreement is between The GMP Group, LLC DBA The GMP Group and/or GMP (“GMP”) and Customer.

I. TERMS

Agreement: All Agreements with GMP are Contracts. All Contracts are Annual.

Annual: All year, i.e., from January 1st until December 31st.

Billing Terms: Due Upon Receipt, Fourteen (14) Days Net, Thirty (30) Days Net, or Forty-Five (45) Days Net. If no Billing Terms are specified, the default is 14 Days Net.

Customer: Owner(s), Part Owner(s), Lessor, Lessee, Original Contractor, Subcontractor, Property Management Company, Principal(s), Heir(s), Agent(s), etc.

Double Cut: When a Customer’s lawn needs to be mowed twice in order to get it under control. This term can be multiplied, e.g., Triple Cut, Quadruple Cut, etc., depending on how tall the grass is. Each cut is billable.

Double Edge: When a Customer’s curb(s) and/or sidewalk(s) needs to be edged twice in order to get it under control. This term can be multiplied, e.g., Triple Edge, Quadruple Edge, etc., depending on how out of control they are. Each edge is billable.

Grounds Maintenance Agreement (“GMA”): GMP only does Annual Agreements for mowing, etc. When a Customer signs up for mowing, etc., it is an Annual Agreement.

Late Fee: A charge Customer(s) pay when they fail to make a payment on an Agreement with GMP by the due date.

New Customer: Person(s) or Entity(s) that have been doing business with GMP for less than one (1) calendar year.

Past Due: Invoices that are not paid within the Billing Terms stated in such.

Properly Notify and/or Notified: Preventative email sent prior to service to notify GMP of a hazard or email sent to relay a service concern or billing issue.

Signing: Electronic Agreement to TOS and/or Electronic Signature to any GMP Agreement is legally enforceable. See Uniform Electronic Transactions Act, R.C. 1306.01 - 1306.23.



Unnecessary Discount: An unwarranted discount applied just to make a New Customer happy.

WO: Work Order. The initiation of a contractual relationship with GMP to provide service(s).

II. **CONDITIONS OF SERVICE**

A. **Agreement to TOS**

Upon initial electronic and/or written Agreement to receive service(s) with an authorized GMP representative, Customer consents and agrees to be bound by all of the TOS below.

B. **Grounds Maintenance Agreement(s) (“GMA”)**

These Agreements automatically renew from year to year, on the anniversary date of signing, unless cancelled by either party with Sixty (60) days written notice received prior to said date.

The primary service that GMP provides is mowing. For this reason, properties will be mowed weekly or bi-weekly, even if it gets dry, at GMP’s discretion. Keeping a property well maintained requires more than just mowing, e.g., pulling and/or spraying for weeds, edging curbs and sidewalks, pruning, etc. Not showing up to mow forces all of the other required services to be neglected. This only strains GMP’s schedule and adversely effects the way its properties look.

C. **Hauling and/or Bulk Debris/Refuse Removal Agreement(s)**

These Agreements automatically renew from year to year, on the anniversary date of their signing, unless cancelled by either party with Sixty (60) days written notice received prior to said date.

D. **Service Agreement(s) in General**

GMP agrees to provide the service(s) outlined to Customer. Customer agrees to assume full and complete responsibility for payment of the invoiced amount.

GMP cannot guarantee a start or end date for any job. A date and time will be scheduled, and weather and/or workload permitting, work will begin as scheduled. Customer will be notified of the scheduled date and time and any changes in the schedule that may occur.

Customer consents that pictures of the work, i.e., both before and after, will be



taken. Customer gives authorization for GMP to publish said photographs on their website or in advertising materials to show quality of work, etc.

G. Snow Plowing & Salting Agreement(s)

Plowing is generally done at GMP's discretion. GMP goes out to plow when the snow reaches two (2) inches of accumulation. Customer is billed per two (2) inches of snow that is plowed. If Customer requires a WO for GMP to Plow or Salt, they will be added to the end of a route. Discretionary Customers are serviced first. Waiting for a WO could disrupt the efficiency of a route and cause GMP to waste time, fuel, etc.

Salt is applied at GMP's discretion and billed per bag.

New Customer(s) Billing Terms for Snow Plowing and/or Salting are Due Upon Receipt.

H. Service Clarifications

i. Aeration

It is the responsibility of the Customer to notify GMP if there are any of the following present on their property prior to aeration beginning: buried cable(s), wire(s), invisible animal fence, etc. If GMP is not Properly Notified, GMP is not responsible for any damage or disruption that may result.

ii. Edging: Mulch Bed(s)

It is the responsibility of the Customer to notify GMP if there are any of the following present on their property prior to edging beginning: buried cable(s), wire(s), invisible animal fence, etc. If GMP is not Properly Notified, GMP is not responsible for any damage or disruption that may result.

iii. Edging: Curb(s) and/or Sidewalk(s)

Curb(s) and/or sidewalk(s) that have not been properly maintained may need to be edged twice in order to get them under control, i.e., Double Edge. This term can be multiplied, e.g., Triple Edge, Quadruple Edge, etc., depending on how overgrown they are. Each edge required is billable.

iv. Fertilization



It is the responsibility of the Customer to notify GMP if they need a pet friendly fertilizer.

v. Landscaping

Large landscape job(s), e.g., paver patio(s), retaining wall(s), tree(s) and/or shrub(s) installation(s), require a material(s) deposit.

vi. Lawn Mowing

Lawns that have not been properly maintained may need to be mowed twice in order to get them under control, i.e., Double Cut. This term can be multiplied, e.g., Triple Cut, Quadruple Cut, etc., depending on how tall the grass is. Each mow required is billable.

Customers that have had their service suspended due to non-payment may be subject to a Double Cut charge when service resumes.

vii. Service Disputes

Customer agrees that any dispute(s) regarding service(s) provided by GMP will be communicated via Proper Notification as quickly and clearly as possible to expedite resolution within thirty (30) days of occurrence. GMP agrees that it will take appropriate and prompt action to resolve any dispute(s) that it receives. Any dispute(s) regarding service(s) not made within this timeframe is waived.

I. Accounting

i. Billing Terms

GMP's Billing Terms are any of the following: Due Upon Receipt, Fourteen (14) Days Net, Thirty (30) Days Net, or Forty-Five (45) Days Net. If no Billing Terms are specified, the default is Due Upon Receipt.

ii. Fees

a. Chargebacks

Customer agrees to pay and/or reimburse GMP for any cost(s) and/or fee(s) affiliated with, or resulting from, chargeback(s).

b. Fuel Surcharge



If the cost of gas goes over \$3.00 per Gallon, all service(s) that GMP provides may be subject to a Fuel Surcharge. Such is six-percent (6%) of the service cost.

c. Late Fee(s)

Customer accounts that become Past Due will be billed a Late Fee of two-point-five-percent (2.5%). New Customer accounts that become Past Due will be billed a Late Fee of two-point-five-percent (2.5%) initially. The Late Fee for month two will be four (4%). The Late Fee for month three will be eight (8%). Such will be rebilled continuously thereafter monthly.

d. Non-Sufficient Funds

Customer agrees to pay and/or reimburse GMP for any cost(s) and/or fee(s) affiliated with, or resulting from, non-sufficient funds notification(s).

e. Past Due Account(s) in General

Customer agrees to reimburse GMP for all of the cost(s), fee(s), and/or expense(s) incurred to obtain payment for the service(s) it rendered.

All Past Due invoices are subject to a Late Fee. The Late Fee will be re-billed every Thirty (30) Days until the invoice is paid. Accounts with outstanding balances may have services suspended until the account becomes current. Said accounts are subject to being sent to collections, having a lien placed on them, and/or resulting in litigation at GMP's discretion if under five-thousand-dollars (\$5,000.00).

f. Waiver of Unnecessary Discount(s)

New Customers waive all Unnecessary Discount(s) if initial Billing Terms are not met. In the event that this happens, the Billing Terms revert to Due Upon Receipt for all fees thereafter.

iii. Billing Dispute(s)

Customer agrees that any billing dispute(s) will be communicated via Proper Notification as quickly and clearly as possible to expedite resolution within thirty (30) days of occurrence. GMP agrees that it will



take appropriate and prompt action to resolve any dispute(s) that it receives. Any dispute(s) regarding billing not made within this timeframe is/are waived.

iv. Material Cost(s) and/or Warranty(s)

GMP cannot guarantee any of the materials that it supplies. The manufacturer may have a warranty. GMP will work on Customer's behalf to ensure that the manufacturer's warranty is honored. Customer agrees to accept the quality of, quantity of, and amount billed for any materials used to complete their work.

III. TOS Modification(s)

GMP reserves the right to change, modify, or otherwise alter these TOS at any time. If the change(s) is/are substantial, Customer will be notified. Such modifications shall become effective immediately upon their posting to GMP's website or upon notification of a substantial change. Customer's acceptance of continued service(s) following GMP's posting of any modified TOS or notification will constitute Customer's acceptance of such.

IV. Arbitration

Any dispute(s) or controversies initially billed in excess of five-thousand-dollars (\$5,000.00) between the parties arising out of or relating to an Agreement, including, without limitation, dispute(s) or controversies relating to the construction of any provision or the validity or enforcement of any term or condition (including this paragraph) or of the entire Agreement, or any claim that all or any part of this Agreement (including this provision) is void or voidable, shall be submitted to arbitration in accordance with the Commercial Rules of Arbitration of the American Arbitration Association then in effect. The arbitration shall be held at the office of the American Arbitration Association in Cleveland, Ohio. The decision of the arbitrators shall be final and binding upon the parties. The award of the arbitrators when made and executed by them shall be enforceable in any court of competent jurisdiction as any other judgment of said court. To the fullest extent permitted by law, the parties irrevocably submit to the jurisdiction of such forum and waive any objections as to either the jurisdiction or venue of such forum. The arbitrators shall have full power and authority to rule on any question of law, whether applying it to the admission of evidence or otherwise, in the same manner as can the judge of any court of the state wherein the arbitration is held. The arbitrators shall also decide which party shall bear the costs and expenses of the arbitration, including the compensation of the arbitrators, the fees of the American Arbitration Association, and any stenographer or court reporter employed by them. In the event that due notice of any hearing has been given to the parties, the arbitrators shall have the full power to proceed to take evidence or to perform any other acts required by this Agreement in the absence of any party who may fail to appear at the time and place



specified in the notice for the hearing. Arbitration under this provision shall be conducted in the County of Cuyahoga, State of Ohio.

V. Severability

If any provisions of these TOS or the application thereof to any person, entity, or circumstance is held to be invalid, the invalidity does not affect any other provisions or applications of the TOS in general, or even said section or related sections which can be given effect without the invalid provision or application, and to that end said provision(s) are severable.

2/2/2021