



TERMS AND CONDITIONS OF SERVICE (“TOS”)

These Terms and Conditions of Service (“TOS” and/or “Terms”) govern all services provided by The GMP Group, LLC (“GMP”) to the Customer. The Terms are part of and incorporated into all Agreements, both electronic and written, between GMP and the Customer (the “Agreement”). Upon execution of the Agreement, Customer agrees to be bound by the Terms.

I. CONDITIONS OF SERVICE

A. General

GMP shall provide to Customer the services outlined in the Agreement (the “Services”). Customer shall timely and fully pay all invoiced amounts.

- i. Schedule. GMP does not guarantee a start or end date for any service to be performed. GMP will schedule a date and time to perform the Services and, weather and/or workload permitting, GMP will use reasonable efforts begin work as scheduled. Customer will be promptly notified of the scheduled date and time and any changes in the schedule that may occur. **GMP shall not be responsible for any schedule changes due to weather, public health or other order, work stoppages, pandemic, unavailability of workers, or any other cause, event or circumstance beyond GMP’s reasonable control.**
- ii. Billing Terms. Each invoice will specify the terms of payment (the “**Billing Terms**”). Billing Terms may be any of the following: Due Upon Receipt, 14 Days Net, or 30 Days Net. Subject to C(2) below, if no Billing Terms are specified in the invoice, the default Billing Term is 14 Days Net.
- iii. Term of Agreement. The Agreement shall automatically renew from year to year on the anniversary date of signing, unless terminated by either party upon not less than 60 days written notice prior to the anniversary date.
- iv. Consent to Take and Use Photos. Customer gives its consent to GMP to take pictures of Customer’s property before, during and after completion of the Services. Customer further authorizes GMP to publish any pictures on GMP’s website or in advertising materials.

B. Grounds Maintenance Agreements

The following terms apply to the provision of grounds maintenance services:

- i. Frequency of Maintenance. GMP will mow Customer’s property weekly or bi-weekly at GMP’s discretion. GMP may, at its discretion, mow lawns more than once as necessary. If such additional mowing is deemed necessary by GMP,



GMP will charge Customer for each additional mow. GMP will pull and/or spray for weeds, edge curbs, sidewalks and/or driveways, and prune as it deems necessary to keep Customer's property well-maintained and at its own discretion.

C. Snow Plowing & Salting Agreements

The following terms apply the provision of snow plowing or salting services:

- i. Frequency of Plowing. Plowing shall be performed at GMP's discretion. Generally, GMP will plow when the snow reaches 2 inches of accumulation.
- ii. Billing. Customer is billed per 2 inches of snow that is plowed. If Customer is a person or entity that has been doing business with GMP for less than 1 calendar year, the Billing Term for snow plowing and salting is due upon receipt.
- iii. Work Orders. Work for Customers requiring a work order for GMP to plow or salt will be performed last on routes.
- iv. Amount of Salting. Salt is applied at GMP's discretion and Customer will be billed per bag of salt used.

D. Service Clarifications

- i. Aeration and Edging of Mulch Beds or Gardens. Customer must notify GMP in writing in advance of aeration or edging Services of the presence of any underground obstacles, including (but not limited to): buried cables, wires, or invisible animal fence. GMP is not responsible for any damage or disruption that may result from Services if not so notified.
- ii. Edging Curbs and/or Sidewalks. GMP may, at its discretion, perform edging on curbs and/or sidewalks more than once as necessary. If such additional edging is deemed necessary by GMP, GMP will charge Customer for each additional edge.
- iii. Fertilization. Customer shall notify GMP in writing at least 7 days before fertilization if Customer requires a pet friendly fertilizer.
- iv. Landscaping. Customers must pay GMP a deposit to cover the purchase of necessary materials prior to performance of large landscape jobs, including (but not limited to) paver patios, retaining walls, and tree or shrub installations.
- v. Service Disputes. Customer must notify GMP via e-mail of any dispute regarding Services within 30 days of occurrence. GMP agrees that it will take



appropriate and prompt action to resolve any disputes that it receives. Any complaints regarding Services that are not timely made are waived.

E. Accounting

- i. Timing of Payment. Customer shall make payment in accordance with the applicable Billing Terms.
- ii. Additional Fees. GMP may charge Customer for the following as additional fees:
 - a. **Chargebacks**. Customer agrees to pay and/or reimburse GMP for any costs or fees affiliated with, or resulting from, chargebacks.
 - b. **Fuel Surcharge**. If the price of gasoline exceeds \$3.00 per gallon at the time of service, GMP may impose and Customer shall pay a fuel surcharge reflecting the increase in gasoline prices.
- iii. Delinquent Payment. Any invoice not paid in full within the Billing Terms stated in such invoice will bear interest at the rate of the lesser of (i) 1 ½ % or (ii) the maximum amount permitted by law for every 30 days of delinquency.
- iv. Nonpayment. GMP may suspend Services if Customer fails to pay any invoice. Customers that have had their service suspended due to non-payment may be subject to additional charges when service resumes. See B(2).
- v. Billing Disputes. Customer must notify GMP via e-mail of any billing dispute within 30 days of occurrence. GMP will make a good faith effort to resolve any such dispute but shall be under no obligation to accept less than the full amount owed by Customer. Any complaints regarding billing that are not timely made are waived.

II. Representations and Warranties

- a. GMP represents and warrants to Customer that it shall perform the Services using personnel of appropriate skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under these Terms and the Agreement.
- B. Except for the warranty set forth in Section II(A) above, GMP makes no and disclaims any warranty whatsoever with respect to the Services, including any (a) warranty of merchantability; or (b) warranty of fitness for a particular purpose; or (c)



warranty of title; or (d) warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise. GMP shall assign to Customer any warranties from manufacturers of installed goods.

III. Limitation of Liability

- a. In no event shall GMP be liable to Customer or to any third party for any loss of use, revenue or profit, or diminution in value, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damages were foreseeable and whether or not service provider has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.
- b. In no event shall GMP's aggregate liability arising out of or related to the Services or the Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the aggregate amounts paid to GMP by Customer pursuant to the applicable order confirmation.

IV. Modification

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

V. Notice

Any notice under these Terms shall be in the form of an email sent within the timeframes set forth herein. A notice is effective only upon receipt of the receiving party.

VI. Governing Law

These Terms of Service shall be governed by and construed in accordance with the laws of the State of Ohio without regard to the conflicts of laws provisions thereof.

VII. Indemnification



Customer shall indemnify and hold harmless GMP from and against any and all losses, damages, costs, fees and expenses (including reasonable legal fees and expenses) paid or incurred by GMP arising from any failure of Customer to comply with these Terms, including without limitation Payment Terms.

VIII. Arbitration

Any disputes or controversies initially billed in excess of Five Thousand Dollars (\$5,000.00) between the parties arising out of or relating to these Terms or the Agreement, including, without limitation, disputes 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 Terms or the Agreement, or any claim that all or any part of these Terms or the 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 in Columbus, 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 these Terms or the 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 Franklin, State of Ohio.

IX. Severability

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

5/7/2021