LIKE NEW TURF

Terms of Service & Service Agreement

These Terms of Service ("Agreement") govern all cleaning, maintenance, and related services ("Services") provided by Like New Turf ("Company," "we," "us") to the customer ("Client," "you") at the property listed on your service order. By scheduling, accepting, or paying for Services, you agree to this Agreement in full.

1. Scope of Services

Services are limited to the specific plan and add-ons selected at signup (Monthly, Quarterly, Semi-Annual, or Annual maintenance plans, and optional Emergency/Party-Ready cleaning). Each plan's included visits, frequency, and treatments are described at likenewturf.com/#pricing and in your welcome email. We reserve the right to recommend additional services (such as infill replacement or repairs) that are not included in your plan; these will be quoted and require your separate approval before performed.

2. Service Plans, Billing & Automatic Renewal

Plans are billed monthly regardless of visit frequency. Your service plan is a one-year agreement that renews automatically for successive one-year terms from your original start date unless you cancel as described below. No action is required on your part for service to continue — non-cancellation is treated as your consent to renew for an additional annual term.

- Cancellation policy: You may cancel effective at the end of your current term **by giving written notice at least 30 days before your renewal date**. **Notice received less than 30 days before the renewal date takes effect at the end of the following term, and the renewed term will be billed as scheduled**. Your plan and monthly billing continue until the effective end date.
- How to cancel: online at likenewturf.com/cancel.html, or by email to info@likenewturf.com. A phone call alone is not written notice.
- No refunds are provided for services already performed, or for the unused portion of a billing period in which service was performed.
- We reserve the right to change plan pricing with at least 60 days' written notice before it takes effect on your account; you may cancel effective at the end of your term if you do not accept the change.
- A payment that fails or a balance that persists for more than 10 days past due may be charged a late fee of $50.00, and we may suspend service until payment is made. We may terminate your plan on 30 days' written notice if you are more than 30 days past due, or if you are more than 10 days past due more than three times in any term. If you end service before the end of your term for a reason not permitted by your Service Agreement, you will owe an early termination fee of 75% of the payments on the agreement, which is a reasonable estimate of our losses and not a penalty. Past-due accounts may be referred to collections. Your signed Service Agreement sets out your plan, fees and these terms in full; if it conflicts with this document, the Service Agreement controls.

3. Property Access & Client Responsibilities

You are responsible for providing safe, reasonable access to the service area on the scheduled date, and for the following before each visit:

- Securing pets away from the work area for the duration of the visit
- Removing or disclosing the location of fragile items, toys, furniture, or other obstacles in the service area
- Disclosing the location of any irrigation lines, low-voltage wiring, drainage components, or other systems installed beneath or adjacent to the turf that are not visibly obvious
- Ensuring gates, doors, or other access points are unlocked or that access instructions have been provided

If we are unable to access the property or safely perform the service due to any of the above, the visit may be treated as completed for billing purposes and rescheduled at our standard rates.

4. Products Used

Like New Turf exclusively uses Turf Animal (manufactured by Turf Product Solutions) for cleaning and enzyme treatment. Product application follows the manufacturer's label directions. As with any cleaning product, we recommend keeping pets and children off treated areas until the turf is fully dry. Product safety data is available from the manufacturer at turfproductsolutions.com upon request.

5. Results, Pre-Existing Conditions & Assumption of Risk

- Results vary based on turf age, infill type, sun exposure, prior maintenance history, and the condition of the turf at the time of our first visit. We do not guarantee that turf will look identical to new after cleaning, particularly turf with UV fading, matting, or wear that predates our service.
- We are not responsible for pre-existing damage, defects, or improper installation of turf, seams, drainage, or infill that we did not perform or install.
- Our service may be affected by your refusal to follow our recommendations, such as infill replacement or repairs.
- Artificial turf, like any outdoor surface, may be slippery when wet or during/immediately after treatment. Clients and their guests, children, and pets use the turf at their own risk, particularly during and shortly after a service visit.

6. Weather & Scheduling

Service dates are estimates, not guarantees. We may reschedule visits due to weather, safety conditions, or circumstances outside our control, and will make reasonable efforts to notify you and reschedule promptly. Repeated inability to access the property for scheduled visits may result in a missed-visit fee at our discretion.

7. Limitation of Liability

To the fullest extent permitted by law, Like New Turf's total liability for any claim arising from or related to the Services — whether based in contract, negligence, or any other legal theory — is limited to the amount you paid for the specific service visit giving rise to the claim. In no event will Like New Turf be liable for indirect, incidental, consequential, or special damages, including but not limited to loss of use, loss of property value, or landscaping/irrigation damage that was not directly caused by our on-site work through our own negligence.

8. Indemnification / Hold Harmless

You agree to indemnify and hold harmless Like New Turf, its owners, and employees from any claims, damages, or expenses (including reasonable attorney's fees) arising from: (a) your breach of this Agreement; (b) pre-existing property conditions not disclosed to us; (c) injury to persons or pets on the property that is not the direct result of our own negligence; or (d) inaccurate information you provided about the property, including undisclosed buried lines or systems.

9. Insurance

Like New Turf carries general liability insurance appropriate to our work. Carrying insurance does not expand the limitations of liability described in Section 7, and does not constitute a guarantee against all possible loss.

10. Photography & Marketing

We may photograph or video the service area for quality-control and marketing purposes (including before/after images used on our website and social media). We will not include identifying information such as your name or address without separate permission. If you'd prefer we not photograph your property, let us know before your first visit and we will note it on your account.

11. Force Majeure

Like New Turf is not liable for any delay or failure to perform resulting from causes beyond our reasonable control, including severe weather, natural disasters, government action, or other events of force majeure.

12. Governing Law

This Agreement is governed by the laws of the State of Texas, without regard to conflict-of-law principles. Any dispute arising under this Agreement will be resolved in the state courts located in Dallas County, Texas.

13. General

- Entire Agreement: This document, together with your signed Service Agreement and any signed quote, constitutes the entire agreement between you and Like New Turf regarding the Services.
- Severability: If any part of this Agreement is held to be unenforceable, the remainder of this Agreement remains in full force and effect to the extent allowed by law.
- Amendment: We may update these Terms from time to time; the current version will always be posted at likenewturf.com. Continued use of our Services after an update constitutes acceptance of the revised Terms, but an update does not change the terms of a signed Service Agreement during its current term, except for price changes at renewal on 60 days' written notice.
- Assignment: You may not transfer or assign this Agreement without our prior written consent. We may transfer this Agreement in connection with a sale or transfer of our business.

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