

# Bozeman Site Services, LLC - TERMS OF SERVICE

## PAYMENTS

Bozeman Site Services, LLC (BSS) issues invoices via email after the end of each month and accepts payments by checks mailed to us or via credit card through our client portal. Payment is due in full within 15 days of the invoice date unless otherwise specified. Accounts that remain unpaid after this period may be subject to service discontinuation and a monthly late fee of 5% compounded on the outstanding balance. In the event of non-payment, the client agrees to cover reasonable attorney's fees and costs incurred by BSS in collecting the amount owed and waives any right of subrogation against BSS. It is the client's responsibility to ensure their email and mailing addresses are up-to-date; failure to do so will not be accepted as an excuse for non-payment

**A 5% surcharge may be added to invoices when the fuel price average for unleaded and diesel prices exceeds \$4.50/gal during a billing cycle. [See the BSS website for more information]**

BSS books services on a very tight schedule with limited crew members. If a service requiring the client's presence is confirmed and the client is not present nor has canceled 2 hours before the service, there will be a \$45 "No Show" fee applied.

**All T&M services will be billed at the BSS hourly labor rates at the time the service is provided. Per Hour refers to onsite Man Hours (i.e. 2 crew members onsite for 1 hour = 2 Man Hours) and the travel time required to perform the service.**

## LIABILITIES

At BSS, we prioritize building long-term relationships and ensuring client satisfaction. We exercise reasonable care to avoid damage to trees, shrubs, irrigation parts, edging, concrete, asphalt, road mix, and turf. To the extent allowable by law, you agree that BSS is not responsible for and you waive claims for:

1. Damage due to trimmers, including, but not limited to, trees (where the trunks have not been properly protected with either a trunk protector and/or a mulched tree ring), fences, stationary objects, gutters, and siding.
2. Damage to concrete, curbs, asphalt or turf areas from equipment or ice melt used during snow removal services.
3. Personal injury or property damage including injuries resulting from slip and fall accidents.
4. Personal injury or property damage caused by circumstances beyond the control of BSS including the inability to perform services due to weather, obstacles, or road conditions (i.e. temperature, accidents, cars, hardpack, drifting, etc.).
5. Damage to turf, if turf is either cut improperly or insufficiently watered at the time of the application of fertilizer/weed control.
6. Damage to irrigation parts from service equipment - if the irrigation parts have not been properly installed by another company.
7. Damage to personal property from rocks and/or other debris that might get discharged from maintenance equipment.
8. Defects in irrigation systems which have been installed by another company, when BSS performs any irrigation service.
9. Inability to perform services when dogs are present without the owner's presence (All animals must be appropriately contained while any service work is carried out on the premises).
10. Supply chain issues that limit the scope or delivery of contracted services (i.e. availability of materials, price hikes, labor shortages or labor pool, etc.).

Where not already applied, a 25% surcharge will be added to snow removal charges if snowfall amounts at the time of plowing are 6" or greater for all winter accounts.

All property clean up services (Spring & Fall Clean, etc) will be performed within the timeframe required to meet BSS standards. If you have a targeted budget for this service, **pre-arrangements must be made with BSS before the delivery of services** so these services can be adjusted and scaled down to stay within the parameters of your request.

For the safety, well being and longevity of our crews, the impact on our equipment, and to ensure ongoing quality services are provided, BSS may not provide services in excessive heat or cold; (i.e. above 110 degrees or below -15 degrees).

The following will significantly impact snow removal delivery times: snow depths approaching and exceeding 6", day storms and multi-day storms. Due to variables outside of the control of BSS, BSS does not guarantee any specific times for the delivery of service.

Additional T&M services may be required ("Snow Pile & Drift Moving," "Widening Sidewalks," "Plow and Scrape" and "Snow Clearing Fire Hydrant/Mailbox", etc.) when seasonal snow accumulation exceeds a properties storage capacity [See BSS Service Menu for details]. These services will be performed at BSS' discretion to ensure property safety and the ability to provide continuous services.

All snow clients are responsible to clearly and properly mark/stake and maintain areas of concern prior to the delivery of plow services. **BSS assumes no responsibility for damages to areas/items that are not staked per BSS' guidelines\*. BSS provides a Snow Staking Service if requested. [\* Proper staking procedures are available on the BSS website.]**

BSS honors six holidays during the calendar year: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. On these days schedules will be adjusted accordingly.

The customer agrees that the prices, specifications, and conditions included in the proposal are satisfactory and accepted. BSS is authorized to do the work as specified.

***This agreement may be terminated on 30 days written notice. Upon termination, all actual costs accrued up to the termination date will be billed at the rates listed on the BSS Service Menu.***

***Terms of Service are subject to periodic updates. Updated Terms of Service will be sent to each property's primary contact and are available on our website @ bozemansiteservices.com > More > BSS Terms of Service***

(v. September 2024)