B&B TURF PROS LLC

TERMS OF SERVICE & PROJECT POLICIES

These Terms of Service ("Terms") apply to all services performed by B&B Turf Pros LLC ("B&B Turf Pros," "Company," "we," "our," or "us").

By signing or electronically approving an estimate or proposal, paying a deposit, authorizing materials to be ordered, or authorizing B&B Turf Pros to begin work, the Client acknowledges that they have reviewed, understood, and agreed to these Terms.

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1. ESTIMATES & SCOPE OF WORK

B&B Turf Pros will perform the work specifically described in the Client's approved estimate or proposal.

Only labor, materials, quantities, services, and work specifically included in the approved proposal are included in the contracted project price.

Measurements and quantities used for estimating purposes may be approximate. Final quantities may vary based on actual site conditions and installation requirements.

Conditions that could not reasonably have been identified before work begins may require additional labor, materials, equipment, or changes to the original scope.

These conditions may include, but are not limited to:

- Buried concrete
- Tree roots
- Rock
- Construction debris
- Underground utilities
- Private utility lines
- Existing irrigation
- Unsuitable or unstable soil
- Unexpected drainage conditions
- Underground structures
- Previously installed landscape materials
- Other concealed site conditions

Whenever reasonably possible, B&B Turf Pros will notify the Client before performing additional billable work resulting from unforeseen conditions.

2. INITIAL ESTIMATE & ADDITIONAL SITE VISITS

B&B Turf Pros provides **one complimentary initial estimate and site visit per proposed project.**

The initial visit allows B&B Turf Pros to evaluate the requested work, discuss the project scope, take necessary measurements, and gather the information reasonably necessary to prepare an estimate or proposal.

The complimentary estimate includes one site visit only. Additional in-person visits are not included as part of the free estimate.

After the initial site visit and estimate have been completed, any additional site visit requested by the Client may require the applicable **project deposit to be paid before another visit is scheduled.**

This includes, but is not limited to:

- Additional property walkthroughs
- Repeated measurements
- Additional consultations at the property
- Material-selection meetings requiring another visit
- Layout or placement discussions requiring another visit
- Estimate revisions requiring the estimator to return
- Meetings requested so additional family members, property owners, decision-makers, contractors, HOA representatives, or other parties can participate
- Additional evaluations of work already reviewed
- Repeated consultations regarding the same proposed project

Payment of the applicable project deposit demonstrates the Client's commitment to moving forward and allows B&B Turf Pros to dedicate additional estimating, planning, logistics, and project-management resources to the project.

Once the applicable deposit has been received, B&B Turf Pros will discuss and coordinate any necessary additional site visits, material discussions, project logistics, scheduling, measurements, and other pre-installation requirements.

B&B Turf Pros reserves the right to determine whether another site visit is necessary.

Questions, estimate revisions, selections, and project details may be handled by telephone, text message, email, photographs, video, or other electronic communication when another property visit is not reasonably necessary.

Every site visit requires **employee time, travel time, fuel, vehicle use, scheduling, and administrative resources.**

The complimentary initial estimate does not include unlimited consultations, repeated property visits, redesign meetings, or additional estimator appointments.

Clients who have not paid the applicable project deposit may continue communicating with our office regarding their existing estimate; however, **B&B Turf Pros is not obligated to provide additional complimentary in-person site visits.**

B&B Turf Pros reserves the right to decline repeated estimate requests or additional site visits when there has been no meaningful change to the project or when continued visits are not an efficient or reasonable use of Company resources.

3. 50% DEPOSIT & FINAL PAYMENT

A **50% deposit of the total contracted project price is required** upon acceptance of the proposal and before B&B Turf Pros schedules the project, orders materials, or begins work.

The remaining **50% balance is due immediately upon project completion**, unless different payment terms are specifically agreed to in writing by B&B Turf Pros.

B&B Turf Pros accepts:

- Credit Card
- Debit Card
- ACH / Electronic Bank Transfer
- Check
- Cash
- Cashier's Check

The Client is responsible for ensuring final payment is available upon completion.

Final payment is not contingent upon completion of minor punch-list items when the primary contracted scope has been substantially completed.

Any qualifying punch-list items will be addressed separately and do not automatically delay the due date of the final payment.

Failure to make payment when due may result in suspension of remaining work, collection activity, and/or other remedies available to B&B Turf Pros to the extent permitted by law.

Returned checks, rejected payments, reversed transactions, or chargebacks may be subject to applicable fees and collection costs to the extent permitted by law.

4. PAYMENT PROCESSING FEES

CREDIT & DEBIT CARDS

Credit and debit card payments are subject to a processing fee of:

2.9% + $0.30 per transaction

ACH / ELECTRONIC BANK TRANSFER

ACH payments are subject to a:

$5.00 processing fee per transaction

CASH, CHECK & CASHIER'S CHECK

No electronic processing fee is charged by B&B Turf Pros.

Processing fees are in addition to the contracted project price and are not included in the quoted amount unless specifically stated otherwise.

By selecting credit card, debit card, or ACH payment, the Client acknowledges and agrees to the applicable processing fee.

Processing fees are non-refundable once the transaction has been successfully processed, except where otherwise required by law.

5. PROJECT SCHEDULING & ESTIMATED DATES

B&B Turf Pros does not guarantee or secure exact project dates unless specifically agreed to in writing.

Any date, week, or scheduling window provided represents B&B Turf Pros' best estimated availability at that time.

All scheduling windows are subject to change.

Outdoor construction and landscaping schedules may be affected by:

- Rain
- Severe weather
- Wet or saturated ground
- Material availability
- Supplier delays
- Delivery delays
- Equipment problems
- Labor availability
- Previous projects requiring additional time
- Unforeseen site conditions
- Texas 811 or utility locating delays
- Permits or inspections
- Client-requested changes
- Conditions outside B&B Turf Pros' reasonable control

A scheduling delay does not constitute abandonment of the project and does not automatically entitle the Client to cancel without applicable cancellation charges.

B&B Turf Pros will make reasonable efforts to communicate significant scheduling changes.

6. CLIENT CANCELLATION — 20% CANCELLATION FEE

Once a proposal has been approved and/or a deposit has been paid, cancellation by the Client is subject to a **20% cancellation fee based on the total contracted project price**, except where prohibited by applicable law.

The cancellation fee compensates B&B Turf Pros for project planning, estimating, scheduling, administrative work, preparation, and loss of reserved production availability.

MATERIALS ALREADY ORDERED

Once materials have been ordered, purchased, reserved, fabricated, cut, delivered, or otherwise committed specifically for the Client's project, **the cost of those materials is non-refundable.**

This includes, but is not limited to:

- Plants
- Sod
- Pavers
- Stone
- Gravel
- Mulch
- Soil
- Artificial turf
- Landscape lighting equipment
- Irrigation materials
- Drainage materials
- Special-order products
- Custom-cut products
- Fabricated materials
- Project-specific materials

The **20% cancellation fee and non-refundable material costs may both apply.**

The Client may also be responsible for:

- Delivery charges
- Restocking fees
- Labor already performed
- Equipment costs
- Disposal expenses
- Permits
- Other project-specific costs already incurred

The Client's 50% deposit will be applied toward amounts owed as a result of cancellation.

If a refundable balance remains after applicable charges have been deducted, the remaining amount will be refunded.

If applicable cancellation charges and project costs exceed the deposit, the Client remains responsible for the remaining balance.

7. RIGHT TO REFUSE SERVICE, SUSPEND WORK OR TERMINATE PROJECT

B&B Turf Pros reserves the right to refuse service, suspend work, or terminate a project when reasonably necessary.

B&B Turf Pros will not tolerate threatening, abusive, aggressive, discriminatory, harassing, intimidating, or disrespectful behavior toward employees, crew members, subcontractors, vendors, or Company representatives.

Reasons for refusal, suspension, or termination may include:

- Aggressive, threatening, abusive, or disrespectful behavior
- Harassment or discrimination
- Unsafe working conditions
- Repeated interference with employees or installation procedures
- Requests to perform unsafe, unlawful, or improper work
- Failure to make required payments
- Material misrepresentation of site conditions
- Unauthorized modification or interference with our work
- Failure to provide reasonable property access
- Circumstances preventing safe or reasonable completion

If B&B Turf Pros terminates a project for cause, the Client remains responsible for:

- Work already completed
- Materials ordered or purchased
- Delivery or restocking charges
- Equipment charges
- Other project expenses already incurred

Any refundable balance, if applicable, will be calculated after those amounts have been deducted.

8. CLIENT-PURCHASED MATERIALS — NOT ACCEPTED

B&B Turf Pros **does not provide installation-only or labor-only services using materials purchased, supplied, ordered, or provided by the Client.**
All materials required for a B&B Turf Pros project must be purchased and supplied through B&B Turf Pros unless specifically approved otherwise in writing before the project is accepted.
This policy applies to, but is not limited to:

- Plants and trees
- Sod
- Pavers
- Retaining-wall materials
- Stone and gravel
- Mulch and soil
- Drainage materials
- Irrigation materials and components
- Artificial turf
- Landscape lighting fixtures
- Transformers
- Wiring and lighting components
- Edging and borders
- Hardscape materials
- Other materials required for the contracted installation

B&B Turf Pros maintains this policy to ensure proper:

- Project coordination
- Scheduling
- Logistics
- Material quantities
- Delivery timing
- Product compatibility
- Installation standards
- Quality control
- Commercial-grade product standards
- Consistent material sourcing

Client-purchased or retail products may not be commercial grade, may not meet our installation specifications, may not be compatible with the remainder of the project, or may not be products B&B Turf Pros uses or approves for our installations.

Client-supplied materials may also create issues involving:

- Incorrect quantities
- Incorrect sizes or specifications
- Missing components
- Product incompatibility
- Damaged or defective products
- Delivery delays
- Incorrect deliveries
- Product availability
- Replacement-material availability
- Installation delays
- Project scheduling conflicts

For these reasons, **B&B Turf Pros will not accept projects in which the Client purchases materials and requests B&B Turf Pros to provide labor or installation only.**

The Client may request a particular brand, product, fixture, plant, paver, stone, artificial turf, or other material.

B&B Turf Pros will determine whether the requested product meets our standards and installation requirements.

If approved, **B&B Turf Pros will purchase and supply the requested material as part of the contracted project.**

Requested materials remain subject to availability, supplier requirements, pricing, lead times, and B&B Turf Pros' approval.

Any exception must be specifically approved **in writing by B&B Turf Pros before the project is accepted.**

9. CHANGE ORDERS & ADDITIONAL WORK

Work requested outside the approved proposal is not included in the original project price.
Additional work may require a written or electronic change order and additional payment.
Changes may include additional:

- Labor
- Materials
- Excavation
- Demolition
- Grading
- Repairs
- Drainage
- Irrigation
- Plants
- Hardscape
- Disposal
- Equipment
- Other services outside the original scope

Unforeseen site conditions discovered after work begins may also require additional work or changes to the approved scope.

Whenever reasonably possible, B&B Turf Pros will obtain Client authorization before performing additional billable work.

10. PROPERTY ACCESS & JOBSITE CONDITIONS

The Client is responsible for providing B&B Turf Pros reasonable access to the property.
Gates and work areas must be accessible.
The Client should remove:

- Vehicles
- Furniture
- Toys
- Decorations
- Pet waste
- Personal belongings
- Other items that interfere with the work area

unless otherwise discussed.
Children and pets must remain safely away from active work areas, equipment, materials, and excavations.
Delays caused by lack of access or Client-controlled conditions may result in rescheduling and/or additional charges.

11. UNDERGROUND UTILITIES, TEXAS 811 & PRIVATE LINES

When applicable excavation or digging requires utility locating, B&B Turf Pros will submit the initial utility locate request through **Texas 811** before applicable excavation begins.
TEXAS 811 NOTICE & PROPERTY ACCESS
B&B Turf Pros will notify the Client when the Texas 811 locate has been requested and when access to the property may be required.
Once notified, **the Client is responsible for ensuring utility locators and participating utility companies have safe and unobstructed access to all applicable areas of the property during the locating period.**
B&B Turf Pros will make reasonable efforts to inform the Client of the anticipated **48-hour locating period.**
The Client is responsible for ensuring:

- Gates are unlocked and accessible
- Applicable front, side, and backyard areas can be accessed
- Pets are secured
- Vehicles do not block access
- Equipment does not prevent access
- Locks or other obstructions do not prevent access
- Access instructions are accurate and current

B&B Turf Pros does **not control Texas 811, utility companies, third-party locating companies, their schedules, arrival times, or whether they provide advance notice before arriving.**

Utility locators may arrive without providing B&B Turf Pros or the Client with a specific appointment time.

Access must therefore remain available during the applicable locating period.

FAILURE TO PROVIDE ACCESS

If a locator cannot access the property because of a locked gate, unsecured pet, vehicle, obstruction, incorrect access information, or another Client-controlled condition, B&B Turf Pros is not responsible for the unsuccessful or incomplete locate.

A failed or incomplete locate may require additional locating before excavation can safely begin.

Failure to provide access may delay the Client's project start date.

Because B&B Turf Pros maintains a scheduled production calendar, the original project start date or scheduling window cannot be guaranteed following a Client-caused locating delay.

The project may be moved to B&B Turf Pros' **next available scheduling opportunity.**

B&B Turf Pros is not responsible for project delays resulting from:

- Locked or inaccessible gate
- Pets preventing access
- Client failure to provide access
- Incorrect access instructions
- Client-controlled obstructions
- Utility locators being unable to complete their work because of Client-controlled conditions
- Required repeat locating or re-marking resulting from Client-controlled conditions

If a utility line is not properly located because the Client failed to provide required access after being notified, the Client will be responsible for costs or damages attributable to that failure to provide access, to the extent permitted by law.

B&B Turf Pros reserves the right to postpone excavation until required utility markings have been completed.

UTILITY MARKINGS

B&B Turf Pros relies upon markings and information provided by Texas 811, participating utility owners, and locating companies.

B&B Turf Pros is not responsible for lines that:

- Are not marked
- Are incorrectly marked
- Are located outside the marked area
- Are otherwise inaccurately identified by the applicable utility owner or locating company

except to the extent responsibility cannot legally be excluded.

The Client must not remove, relocate, cover, destroy, paint over, or otherwise interfere with utility markings before excavation is completed.

If markings are disturbed, additional locating may be required and the project may be delayed.

INTERNET, CABLE, FIBER & TELEPHONE

B&B Turf Pros will include the applicable excavation area in the Texas 811 locate request.

B&B Turf Pros **does not guarantee that every internet, cable, fiber, telephone, security, or communication provider serving the property will participate in or respond to the Texas 811 locate.**

If the Client uses a provider whose lines are not identified or located through the Texas 811 request, **the Client is responsible for contacting that provider and/or a private utility locating company to have the lines identified before excavation begins.**

The Client should notify B&B Turf Pros immediately if they know of an underground service that has not been marked.

PRIVATE & CUSTOMER-OWNED LINES

Texas 811 and participating utility companies may not locate privately owned lines or systems.

The Client is responsible for identifying, disclosing, and arranging for the location of private underground lines, including:

- Irrigation pipes
- Irrigation wiring
- Sprinkler heads and valves
- Landscape lighting wiring
- Pool/spa plumbing
- Pool/spa electrical
- Invisible pet fences
- Private electrical lines
- Private drainage
- Septic systems
- Private gas/propane
- Private water lines
- Internet/fiber/cable/telephone not identified through 811
- Security or low-voltage wiring
- Other privately installed underground utilities

TEXAS 811 TICKET & CLIENT REVIEW

Upon request, B&B Turf Pros will provide the Client with the Texas 811 locate ticket number associated with their project.

Clients may use Texas 811's available online resources to review available information regarding the locate request, including participating utilities notified for the applicable excavation area and available utility responses.

The presence of an 811 ticket and/or visible utility markings **does not guarantee that every underground line on the property has been located.**

If the Client knows or believes that an underground utility or service exists but does not appear to have been identified or addressed through the Texas 811 locate, **the Client is responsible for notifying B&B Turf Pros and arranging additional or private locating before excavation begins.**

Texas 811 resources:

Texas 811:
https://texas811.org/

Texas 811 Homeowner Portal:
https://txgc.texas811.org/ui/ticket/homeowner

B&B Turf Pros is not responsible for damage to private, undisclosed, unmarked, or incorrectly marked underground lines, or lines that could not be located because the Client failed to provide required property access, except to the extent responsibility cannot legally be excluded.

If an unidentified or incorrectly marked line creates a safety concern, B&B Turf Pros reserves the right to stop excavation until the condition can be properly identified and addressed.

Any resulting delay may affect the project schedule and does not constitute a failure by B&B Turf Pros to meet the originally estimated scheduling window.

12. LANDSCAPE DESIGNS, RENDERINGS & CONCEPT IMAGES

Landscape designs, drawings, digital renderings, photographs, and concept images are provided for **visualization purposes only.**

They are not exact representations or guarantees of the completed landscape.

Plants are living organisms and naturally vary in:

- Height
- Width
- Fullness
- Branching
- Shape
- Color
- Flowering
- Seasonal appearance

Digital renderings and example photographs may depict plants at a **more mature size** than the plants being installed.

Clients should refer to the **plant variety and container/gallon size specified in the approved proposal** for the approximate installation size.

Plants will naturally change as they establish and mature.

Material placement, spacing, colors, and overall appearance in a digital rendering may also vary from the final installation due to actual site measurements, available materials, plant availability, field conditions, and normal installation adjustments.

13. NATURAL & MANUFACTURED MATERIAL VARIATIONS

Natural materials including:

- Stone
- Gravel
- Soil
- Mulch
- Wood
- Plants
- Sod
- Other natural landscape products

may vary in color, size, texture, density, pattern, shape, and appearance.

Manufactured materials, including pavers, retaining-wall products, lighting fixtures, artificial turf, and other products, may also have normal variations between production batches.

Natural stone may contain variations, mineral deposits, color differences, texture differences, and irregular dimensions.

Normal natural or manufacturing variations are not considered defects in B&B Turf Pros' workmanship.

14. PROJECT COMPLETION & PUNCH-LIST ITEMS

A project is considered substantially complete when the primary contracted scope of work has been performed and the installation is capable of being used for its intended purpose.

Minor adjustments, cleanup items, touchups, replacements, or other reasonable punch-list items do not automatically mean that the project is incomplete.

The Client should notify B&B Turf Pros of any reasonable punch-list concerns as soon as possible after project completion.

B&B Turf Pros will review qualifying concerns and schedule reasonable corrective work when appropriate.

The existence of a minor punch-list item does not automatically delay the Client's obligation to pay the final balance when due.

15. CLIENT CHANGES, INTERFERENCE & WORK BY OTHERS

The Client should not direct B&B Turf Pros employees or crew members to make significant changes to the approved project without authorization through the appropriate Company representative.

Changes requested directly from crew members may require additional approval and charges.

B&B Turf Pros is not responsible for delays, additional costs, damage, or changes in project performance caused by work performed by:

- The Client
- Other contractors
- Lawn-maintenance companies
- Pool companies
- Irrigation companies
- Utility companies
- Builders
- Handymen
- Other third parties

during or after the B&B Turf Pros project.

If another contractor or third party interferes with B&B Turf Pros' work or prevents our crew from reasonably performing the approved scope, B&B Turf Pros may stop work until the issue is resolved.

Resulting delays may affect the project schedule.

16. PHOTOGRAPHS & PROJECT DOCUMENTATION

B&B Turf Pros may photograph or video project areas before, during, and after installation for purposes including:

- Project documentation
- Quality control
- Estimating
- Training
- Before-and-after records
- Portfolio use
- Marketing

B&B Turf Pros will not intentionally publish the Client's name, street address, or other personally identifying information as part of ordinary project marketing without permission.

Clients who do not want completed-project photographs used for marketing should notify B&B Turf Pros in writing.

17. CLIENT RESPONSIBILITY TO REVIEW THE PROPOSAL

The Client is responsible for reviewing the approved proposal before acceptance.

The Client should verify:

- The requested scope of work
- Areas included in the project
- Material selections
- Plant varieties
- Plant gallon/container sizes
- Paver/stone selections
- Quantities were listed
- Project notes
- Exclusions
- Pricing

Questions or requested changes should be addressed before project acceptance whenever reasonably possible.

Approval of the proposal indicates acceptance of the scope as written.

18. AGREEMENT TO TERMS

The approved estimate or proposal, these Terms of Service & Project Policies, approved change orders, and the separate **B&B Turf Pros Limited Warranty Policy** together form the terms governing the project.

By approving the proposal, paying the required deposit, or authorizing work to begin, the Client acknowledges and agrees to these policies.

If there is a conflict between a specific written term in the Client's approved proposal and these general Terms, the specific written term in the approved proposal will control for that specific project.

Nothing in these Terms is intended to waive any right or responsibility that cannot legally be waived under applicable law.