

Terms & Conditions / Service Agreement – Yard-Dooley

Effective Date: 12-10-2025

These Terms & Conditions (“Terms”) govern your use of Yard-Dooley’s services (“Services”) and website. By scheduling or receiving services from Yard-Dooley, you agree to these Terms.

1. Services & Service Levels

Service Days, Scheduling & Holidays

- Service days are route-based. While we strive for consistency, **specific service times are not guaranteed.**
- You will initially be set up on a set day, I.E., “Monday pick-ups,” but that day is subject to change and will be communicated to you before the next scheduled pick-up.
- Holidays, weather, or route adjustments may require schedule changes with limited notice.
- When possible, clients will be notified of changes through the client portal.
- Clients will receive the same number of visits when feasible.

Service Levels

- Beyond one-time pick-ups, clients may choose from three ongoing service levels: **Standard, V.I.P., and Elite V.I.P.**
- Each service level includes specific benefits as outlined at the time of enrollment and may be updated periodically.

Dog Count & Pricing Adjustments

- Plans include up to **three (3) dogs per household.**
- If Yard-Dooley technicians reasonably observe more than three dogs regularly using the yard, we reserve the right to adjust pricing.
- Any pricing changes will be communicated prior to the next billing cycle or if a one-time pick up as soon as we notice a discrepancy.

Monthly Prepaid Requirement (V.I.P. & Elite V.I.P.)

- All V.I.P. and Elite V.I.P. benefits require **uninterrupted monthly prepaid billing**.
- Benefits are contingent upon timely payment and an active account.
- While occasional payment issues may occur (expired cards, fraud protection, etc.), any interruption or unresolved balance lasting more than **ten (10) business days** will result in benefits restarting once payment is brought current.

“Free services” Definition (V.I.P. & Elite V.I.P.)

- The V.I.P. and Elite V.I.P. “free service ” consists of service during a calendar month that includes a **fifth scheduled service visit**.
- Monthly charges are based on four weeks of service; therefore, this fifth visit (which occurs approximately four to five times per year) is **not billed**.
- Standard Members do **not** receive this benefit and are charged for fifth service visits when they occur.
- Because service days vary, the timing of free months differs by client.

Elite V.I.P. Second Free Month

- Elite V.I.P. members receive a **second free month** during the twelve (12) months following the initial year of enrollment, and every twelve (12) months thereafter, provided the account remains active and payments remain uninterrupted.

Emergency Scoops

- Emergency scoop requests will be scheduled within **forty-eight (48) business hours** after submission through the client portal.
- Business days exclude weekends and major holidays, including Thanksgiving Day, Christmas Day, New Year’s Day, Fourth of July, Labor Day, and Memorial Day.

Non-Transferability

- Loyalty benefits, including free service months, are **non-transferable**, have no cash value, and may not be redeemed for refunds or credits outside of the outlined program.

Program Modifications

- Yard-Doaty reserves the right to modify or discontinue service tiers or loyalty benefits with reasonable notice.
- Changes will not affect benefits already earned during an active and compliant billing period.

2. Yard Treatments (Optional Services)

- Yard-Doaty offers optional yard treatments such as deodorizing sprays and front-yard deterrent applications for added convenience.
- All treatments used are **retail, over-the-counter products** applied according to manufacturer instructions.
- **Results may vary** based on weather, irrigation, lawn conditions, pet habits, and other environmental factors.
- These treatments are **not guaranteed** to eliminate odors or deter animals completely.
- Refunds or credits are **not provided** based on treatment effectiveness.
- Yard-Doaty is not responsible for interactions with:
 - Rain or sprinkler systems
 - Other lawn or pest treatments
 - Pet behavior or activity after application
- Clients with pets, children, or plants with sensitivities should notify us in advance. Product information is available upon request.
- By choosing yard treatment services, clients acknowledge that results may vary and effectiveness cannot be guaranteed.

3. Payment

- Payment is due **before service** unless otherwise agreed in advance.
- Accepted payment methods: **major debit and credit cards only**.
- By enrolling in recurring services, the client authorizes Yard-Doaty to charge the payment method on file according to the selected plan and billing schedule.

4. Refunds & Cancellations

- If a client requests a schedule change with at least **48 hours' notice**, we will attempt to reschedule within the same week, though this cannot be guaranteed.
- Refunds or credits are issued at **Yard-Doaty's sole discretion** for services not performed as scheduled.

- Missed visits caused by access issues, aggressive pets, unsafe conditions, or unmaintained yards are **not eligible for refunds**.

5. Property Size & Pricing

- Pricing applies to properties **½ acre or less**.
- Larger properties may incur additional fees based on the area serviced.
- Property size is assessed using public records prior to the first visit, and any price adjustment will be communicated before service begins.

6. Client Responsibilities

Clients agree to:

- Maintain safe and unobstructed access to the yard (unlocked gates, clear paths).
- Ensure yards are reasonably maintained.
- Notify Yard-Dooley of changes in the number or type of pets.
- Have pets put away while the technician service the property
- If service cannot be completed due to access issues, unsafe conditions, or excessive debris, the scheduled visit will be **charged**.

7. Weather & Safety Delays

- Inclement weather or hazardous conditions may delay service.
- Yard-Dooley will return to service the yard as soon as safely possible, typically within **24–72 business hours**.

8. Temporary Service Holds

- Clients may request a temporary service pause by notifying Yard-Dooley before the scheduled visit.
- Pausing service **interrupts continuous payment status** and may affect eligibility for V.I.P. and Elite V.I.P. benefits, including free service months.

9. Missed Waste & Lawn Conditions

- Occasional missed waste may occur due to tall grass, leaves, debris, mud, or uneven terrain.
- Excessively overgrown yards may result in a surcharge or rescheduled service.
- Yard-Dooley will make reasonable efforts to remove all visible waste under normal conditions.

10. Aggressive Pets Policy

- For the safety of our team, we will not enter yards with aggressive or uncontrolled pets.
- If a pet prevents service, the scheduled visit will be charged.

11. Photo Policy

- Yard-Dooley may take ground or aerial photos of the yard to document service completion.
- Photos are used for service verification only unless explicit client permission is provided for other uses.
- Client privacy is respected at all times.

12. Liability

Yard-Dooley assumes no liability for:

- Damage to yards, landscaping, or outdoor structures
- Damage to gates or fences
- Injuries involving pets or wildlife
- Pre-existing yard or property conditions

Clients acknowledge that normal yard conditions vary and that Yard-Dooley is not responsible for underlying issues.

13. Fees, Promotions & Price Changes

- Fees, promotions, and discounts are subject to change.

- Clients will receive at least **two (2) weeks' notice** before fee changes take effect.
- V.I.P. members receive a **one-year price lock**.
- Elite V.I.P. members receive a **two-year price lock**.

14. Insurance & Bonding

- Yard-Doaty carries general liability insurance and/or bonding as required by Florida law.
- Proof of insurance is available upon request.

15. Right to Refuse or Discontinue Service

- Yard-Doaty reserves the right to refuse or discontinue service due to unsafe conditions, aggressive pets, repeated access issues, or non-payment.

16. Force Majeure

- Yard-Doaty is not liable for delays or failures caused by events beyond our reasonable control, including severe weather, natural disasters, government actions, or other acts of God.

17. Service Cancellation

- Either party may terminate service at any time with written notice via email, text, or the client portal.

18. Dispute Resolution

- Parties agree to attempt mediation before pursuing arbitration.
- If unresolved within 60 days, disputes will be submitted to **binding arbitration** under the rules of the American Arbitration Association (AAA). Conditions
- Each party bears its own costs unless otherwise determined.

19. Indemnification

- Clients agree to indemnify and hold harmless Yard-Dooley, its owners, employees, and agents from claims arising from:
 - Client negligence or misconduct
 - Unsafe yard conditions
 - Incidents involving pets, wildlife, or property

20. Governing Law

- This Agreement is governed by the laws of the **State of Florida**, specifically **Seminole County**.

21. Agreement to Terms

- By initiating service with Yard-Dooley, clients acknowledge and agree to these Terms & Conditions.

22. Contact

Email: support@yard-dooley.com
Phone: 321-415-4868