

Terms & Conditions / Service Agreement – Yard-Dooty

Effective Date: 12-10-2025

These Terms & Conditions (“Terms”) govern your use of Yard-Dooty’s services (“Services”) and website. By scheduling or receiving services from Yard-Dooty, 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.
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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.
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Dog Count & Pricing Adjustments

- Plans include up to **three (3) dogs per household.**
 - If Yard-Dooty 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.
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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.
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“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.
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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.
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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.
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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.
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Program Modifications

- Yard-Dooty 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.
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2. Yard Treatments (Optional Services)

- Yard-Dooty 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-Dooty 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.
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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-Dooty to charge the payment method on file according to the selected plan and billing schedule.
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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-Dooty'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**.
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5. Property Size & Pricing

- Pricing applies to properties $\frac{1}{2}$ 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.
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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-Dooty 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**.
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7. Weather & Safety Delays

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

- Clients may request a temporary service pause by notifying Yard-Dooty 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.
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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-Dooty will make reasonable efforts to remove all visible waste under normal conditions.
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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.
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11. Photo Policy

- Yard-Dooty 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.
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12. Liability

Yard-Dooty 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-Dooty 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**.
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14. Insurance & Bonding

- Yard-Dooty carries general liability insurance and/or bonding as required by Florida law.
 - Proof of insurance is available upon request.
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15. Right to Refuse or Discontinue Service

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

- Yard-Dooty 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.
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17. Service Cancellation

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

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

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

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

Email: support@yard-dooty.com

Phone: 321-415-4868