WINGMAN LAND SERVICES

PRECISION YOU CAN COUNT ON

★ VETERAN OWNED ★

LIABILITY WAIVER & SERVICE AGREEMENT

Customer Name: _____ Date: _____

Property Address: _____ Description of Work Requested: _____

By signing below, Customer acknowledges that they have read, understood, and agree to all terms of this Liability Waiver & Service Agreement.

1. SCOPE OF SERVICES

This agreement applies only to the services requested by the customer. Any additional work requested after commencement of services may require a separate agreement and additional charges.

2. CUSTOMER RESPONSIBILITIES & HAZARDS

The customer is responsible for identifying and removing or disclosing hazards including rocks, wire, toys, irrigation heads, utilities, septic components, and other hidden obstacles.

3. UNDERGROUND UTILITIES

Customer represents that all underground utilities, irrigation systems, septic systems, drain fields, invisible pet fences, cables, and other buried improvements have been accurately identified or marked prior to commencement of work. Contractor shall not be liable for damage to any unmarked or undisclosed underground improvements.

4. DAMAGE & PROPERTY CONDITIONS

Contractor shall not be responsible for damage resulting from hidden, buried, unmarked, or undisclosed objects, utilities, irrigation components, septic systems, or other conditions that could not reasonably be identified prior to commencement of work. Customer acknowledges that the property may contain pre-existing damage or deteriorated conditions. Contractor is not responsible for damage resulting from existing conditions or normal wear.

Mowing and equipment operation may propel debris despite reasonable care. Vehicles, outdoor furniture, and valuables should be moved from the work area before service.

5. LIMITATION OF LIABILITY

Contractor's liability, if any, shall be limited to the amount paid by Customer for the services giving rise to the claim. Contractor shall not be liable for incidental, consequential, indirect, or special damages.

6. INDEMNIFICATION

Customer agrees to indemnify, defend, and hold harmless Wingman Land Services, its owners, employees, and subcontractors from and against any and all claims, damages, liabilities, and expenses (including attorney's fees) arising out of or related to the work performed, except to the extent caused by the negligence or willful misconduct of Wingman Land Services, its owners, employees, or subcontractors.

7. PHOTO DOCUMENTATION

Customer authorizes Contractor to photograph the property before, during, and after work for documentation of site conditions and quality assurance.

8. WEATHER & SCHEDULING

Services may be postponed or rescheduled due to weather, unsafe conditions, equipment failure, or other circumstances beyond Contractor's control.

9. RIGHT TO STOP WORK

Contractor reserves the right to suspend or terminate work if unsafe conditions, undisclosed hazards, aggressive animals, threatening behavior, or other dangerous circumstances are encountered.

10. PAYMENT TERMS

Payment is due upon completion unless otherwise agreed in writing. Past due balances may be subject to a late fee of 1.5% per month (18% APR) or the maximum allowed by law. Customer agrees to pay reasonable collection costs, including attorney's fees where permitted by law.

11. INSURANCE

Contractor maintains general liability insurance. Customer is responsible for maintaining homeowners/property insurance covering their premises and any improvements.

12. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Michigan.

13. ENTIRE AGREEMENT

This document constitutes the entire agreement regarding the services described herein and supersedes all prior verbal or written understandings.

CUSTOMER SIGNATURE _____

PRINTED NAME _____

DATE _____

CONTRACTOR SIGNATURE _____

PRINTED NAME _____

DATE _____

By signing above, Customer acknowledges that they have read, understood, and agree to all terms of this Liability Waiver & Service Agreement.

wingmanLS@pm.me