

Colonial Lawn & Garden Service Terms & Conditions

By using this website, requesting an estimate, authorizing services, or receiving services from Colonial Lawn & Garden (“Company,” “we,” “our,” or “us”), you agree to the following Terms & Conditions.

1. Customer Information & Privacy

Colonial Lawn & Garden complies with applicable Washington State privacy and consumer protection laws. We do not sell, rent, trade, or share customer personal information—including phone numbers, email addresses, or account details—with third parties for marketing or promotional purposes.

Customer information is used solely for legitimate business purposes, including:

- Providing and performing contracted services
- Account management and billing
- Service-related communications
- Customer support and quality assurance

Information may be shared only when necessary to provide services (such as payment processing) or when required by law.

2. Communications & Messaging Consent

By providing your contact information, you expressly consent to receive service-related communications from Colonial Lawn & Garden via SMS/text message, email, or phone call, including communications generated through automated systems.

Types of Messages May Include:

- Pre-service notifications (scheduled service reminders, estimated arrival notices)
- Post-service notifications (service completion confirmations, technician notes)
- Customer reminders, including:
 - Payment reminders
 - Past-due balance notices
 - Credit card expiration reminders
- New service notifications or service recommendations
- Service not performed notifications (weather delays, access issues, or safety concerns)
- Other non-marketing, account-related communications

Message frequency varies based on services, seasonality, and account activity.

Data Rates

Message and data rates may apply based on your mobile carrier and service plan.

Opt-Out

You may opt out of SMS communications at any time by replying STOP. You may unsubscribe from email communications using the link provided in the email. Opting out of marketing messages does not prevent us from sending legally required or service-critical communications.

To opt back in, simply send us a text message from the phone number you previously opted out with.

3. Colonial Lawn & Garden Customer Care & Contact Information

Tri-Cities Branch:

 Phone: 509-371-1655

 Email: servicetricities@coloniallawn.com

 Website: coloniallawn.com

Yakima Branch:

 Phone: 509-966-1655

 Email: customerservice@coloniallawn.com

 Website: coloniallawn.com

Customer service is available during normal business hours.

4. Scope of Services & Results Disclaimer

Colonial Lawn & Garden provides lawn care, landscape, pest, irrigation, and related outdoor services in accordance with industry standards commonly accepted in Washington State.

No guarantee is made that weeds, pests, insects, or diseases will be completely or permanently eliminated.

Results may vary due to conditions outside our control, including but not limited to weather, soil composition, irrigation practices, shade, foot traffic, pets, prior damage, or environmental factors.

Services are maintenance services, not corrective or restorative unless explicitly stated in writing.

5. Scheduling, Access & Property Conditions

Service dates are approximate and subject to weather, routing efficiency, and operational needs.

Customers must provide safe, unobstructed access to service areas.

Pets must be secured prior to service.

If access is restricted or unsafe conditions exist, service may be skipped, partially completed, or billed.

6. Weather Delays & Service Interruptions

Weather conditions—including rain, wind, freezing temperatures, drought, or extreme heat—may delay or prevent service.

Services delayed due to weather will be rescheduled when reasonably possible.

In certain, rare, conditions, services may be considered complete if labor and materials were allocated but conditions prevented application.

7. Payment Terms

Payment is due upon receipt unless otherwise arranged.

Accounts past due by more than thirty (30) days will incur a 1.0% monthly service charge. Services are on hold on accounts exceeding ninety (90) days past due.

Prepayment & AutoPay

We offer simple, hassle-free payment options.

Prepay: Clients who prepay for services may receive a discount on services and have no invoices or due dates to manage. Any services not prepaid will be automatically charged to the card on file upon completion (i.e. AutoPay).

AutoPay: Clients not prepaying for services are set up on AutoPay, so payments are processed automatically as services are completed—no invoices or due dates to manage.

By keeping a payment method on file, clients authorize Colonial to process payments as services are completed. Clients are responsible for keeping payment information current. Declined payments may result in service delays or additional fees.

8. Prepaid Services, Discounts & Refund Policy

Prepaid services may be offered at a discounted rate.

Promotional pricing and discounts cannot be combined unless explicitly stated.

9. Cancellations & Termination of Services

Customers may cancel services by phone, email, or approved online portal.

Cancellations must be made with reasonable notice (typically 24–48 hours before service).

Late cancellations or missed appointments may result in service or trip fees.

Colonial Lawn & Garden reserves the right to terminate services for non-payment, unsafe working conditions, repeated access issues, or abusive conduct toward employees.

10. No-Show & Refusal of Service

In rare circumstances, if a technician arrives and service cannot be performed due to no-show, refusal, or lack of access, the service may still be billed or a trip charge may apply.

11. Irrigation, Watering & Customer Responsibilities

Proper irrigation and watering are the customer's responsibility. Colonial Lawn & Garden is not responsible for unsatisfactory results caused by:

- Improper watering schedules
- Broken or malfunctioning irrigation systems
- Water restrictions, drought conditions, or municipal limitations

12. Property Damage, Utilities & Liability Limitations

Customers must identify or mark private utilities, irrigation lines, pet containment systems, or other hidden hazards prior to any service that requires digging or penetrating the lawn (e.g. aeration, thatching, irrigation work, landscaping, etc.). Colonial will call for a locate of utility lines when installing sprinkler systems.

Colonial Lawn & Garden is not responsible for damage to unmarked or concealed items.

We are not liable for pre-existing landscape damage or underground conditions not visible or disclosed.

To the fullest extent permitted by Washington law, liability is limited to the amount paid for the specific service giving rise to the claim.

13. Guarantees & Re-Service Policy

Unless explicitly stated in writing, no guarantees are provided. Any re-service offered is limited to reapplication only and does not include refunds.

14. Photos & Service Documentation

Technicians may take photographs of the property for documentation, quality control, and service verification. Photos will not be used for advertising or promotional purposes without customer consent.

15. Changes to Services, Pricing & Terms

Colonial Lawn & Garden may modify services or pricing with reasonable notice. Additionally, these Terms & Conditions may be updated. Continued use of services constitutes acceptance of any changes.

16. Governing Law, Venue & Dispute Resolution

These Terms & Conditions shall be governed by and interpreted under the laws of the State of Washington. Any legal action shall be brought exclusively in a court of competent jurisdiction within the State of Washington.

17. Entire Agreement & Severability

These Terms & Conditions constitute the entire agreement between the parties. If any provision is found unenforceable, the remaining provisions shall remain in full force and effect.