

Terms of Service

Effective date: October 5, 2026

These Terms of Service apply to the Bartscher Lawn Care Solutions website, inquiries, and customer interactions. "We," "us," and "our" refer to Bartscher Lawn Care Solutions in Mitchell, South Dakota. "You" refers to the website user or customer. Please read these terms before requesting or approving services.

1. Scope and acceptance

Use of the website is subject to these terms to the extent permitted by law. Service terms apply when provided to you and accepted as part of a quote or agreement. Visiting the website or submitting an inquiry does not create a service contract, authorize payment, or confirm an appointment. You must be at least 18 and have authority to approve work for the property or business you represent.

2. Quotes and service agreements

Services may include mowing, weed and feed, hedge trimming, aeration, overseeding, irrigation work, and snow removal. Availability depends on location, season, and capacity. An accepted written quote or signed agreement defines the scope, pricing, frequency, and service conditions. If it conflicts with these general terms, the specific agreement controls. Website pricing and descriptions are general information unless expressly included in an accepted offer. Quotes are subject to any stated expiration and conditions.

3. Changes and additional work

Work outside the agreed scope requires your approval of any additional charges before it is performed. Unexpected property conditions may require a revised quote or a change in approach. We will contact you when a material change is needed. Approval may be documented in writing or through the customer portal. Applicable taxes and any agreed fees will be identified in the quote, agreement, or invoice.

4. Scheduling and weather

Schedules and arrival times are estimates unless a specific commitment is stated in your agreement. Weather, unsafe conditions, equipment issues, seasonal demand, and access problems may delay service. We will communicate material delays when reasonably possible and arrange service as conditions allow. Irrigation, lawn treatments, and snow services may be adjusted for conditions affecting safety or effectiveness.

5. Property access and customer responsibilities

Provide accurate service information and reasonable, safe access to the work area. Secure pets and gates, remove vehicles and loose objects where needed, and identify known hazards, fragile features, irrigation heads, private underground lines, and access restrictions. Tell us about changes before the next visit. We may pause or reschedule work if access or conditions are unsafe. Any return-trip or access-related charge must be disclosed and agreed to; it is not automatic under these terms.

6. Payment and billing

Payment is due as stated in your accepted quote, service agreement, or invoice. Deposits, recurring billing, and automatic charges require the applicable disclosed terms and authorization. Jobber may be used for quotes, invoices, and payments. Please report billing questions promptly so we can review them. Late fees, interest, collection costs, or payment-processing fees apply only when properly disclosed, agreed to, and permitted by law. These terms do not impose a standard late fee or interest rate.

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7. Cancellations, termination, and refunds

Contact us as soon as possible to cancel or reschedule a visit. Cancellation notice, seasonal commitments, and termination rights are governed by your service agreement. No universal cancellation fee or notice period is created by these terms. You remain responsible for authorized work already performed and other amounts properly due under the agreement. Refunds or credits for prepaid, unperformed work will be handled under that agreement and applicable law. We may suspend work for nonpayment, unsafe conditions, or material breach, subject to required notice and applicable law.

8. Service results and concerns

We will perform the agreed work with reasonable care. Lawn growth and treatment results depend on weather, soil, watering, pests, and other conditions; a specific result is guaranteed only if stated in your agreement. Snow and ice services reduce hazards but cannot ensure surfaces remain free of snow or ice after service. Triggers, timing, salting, and return visits are defined in your snow agreement. Report damage or service concerns promptly, with photos if available, so we can investigate and discuss a reasonable resolution. Reporting a concern does not waive your legal rights.

9. Website use and content

Do not misuse the website, submit unlawful or misleading information, attempt unauthorized access, interfere with its operation, or upload malicious content. Our branding, text, graphics, and other website materials are owned by us or used with permission. You may view them for personal use and service inquiries; commercial copying or use requires permission from the rights holder. Submitted photos and information may be used to evaluate requests and perform services. Submitting them does not automatically authorize promotional use.

10. Jobber, third-party tools, and privacy

Our website may link to Jobber, payment tools, or other third-party services. Their applicable terms and privacy policies govern use of their platforms. We do not control third-party availability. Our Privacy Policy explains how we handle personal information. Keep customer portal credentials and access links secure, and contact us if you suspect unauthorized account activity.

11. Website availability and legal rights

We aim to keep website information accurate but may correct errors and update content. We do not guarantee uninterrupted website or portal availability. To the extent permitted by law, website content is provided as available without warranties concerning uninterrupted access or suitability for a particular purpose. This provision concerns website access and does not remove our obligations under a service agreement. Nothing in these terms excludes liability that cannot lawfully be excluded, excuses negligence in performing services, or limits nonwaivable consumer rights.

12. Disputes and updates

Please contact us first about concerns so we can attempt to resolve them. South Dakota law governs these terms, except where applicable law requires otherwise. These terms do not require arbitration or waive access to court. We may update them and will show the revised effective date on our website. Changes apply prospectively and do not modify an existing accepted service agreement without the required consent. If a provision is unenforceable, the remaining provisions continue to apply where lawful.

13. Contact us

Bartscher Lawn Care Solutions | Mitchell, South Dakota

Phone: 605-999-3227

For service, billing, or website questions, call us or use our website contact form or your existing Jobber client portal.