

# PoopScoop Troopers

## Service Agreement – Terms & Conditions

This Agreement is entered into between **PoopScoop Troopers LLC** (“Contractor”) and the **Client or Association** receiving services (“Client”). These Terms and Conditions apply to all services described in any accompanying proposal or service order provided by Contractor.

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## 1. Contractor Qualifications

PoopScoop Troopers affirms that it is a professional pet waste removal and pet waste station service provider operating as an independent contractor. Contractor maintains the necessary equipment, trained personnel, and operational resources required to perform services in a professional and efficient manner.

Contractor agrees to perform all services using reasonable care, skill, and diligence consistent with industry standards and in compliance with all applicable federal, state, and local laws and regulations.

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## 2. Scope of Services

Contractor agrees to provide pet waste removal services, pet waste station maintenance, and related services as outlined in the accompanying proposal.

Services may include but are not limited to:

- Pet waste removal from designated areas and common grounds
- Pet waste station installation and maintenance
- Removal and replacement of waste liners
- Refilling dog waste bag dispensers
- Disposal of collected pet waste
- Cleaning and maintenance of the area surrounding each station
- Walk-around litter pickup in designated common areas
- Trash can servicing including emptying and bag replacement

Contractor shall provide all labor, equipment, tools, and materials necessary to complete the services unless otherwise specified in the proposal.

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### 3. Service Schedule

Communities will be assigned a designated service day and services will normally be performed on the same day each week.

Service days may occasionally be adjusted due to:

- Holidays
- Severe weather
- Operational or scheduling needs

If adjustments are required, services may be moved **two (2) to three (3) days before or after the scheduled service day**. Contractor will make reasonable efforts to maintain the regular service schedule whenever possible.

Under weekly service agreements, service intervals will **not exceed seven (7) days whenever possible**.

If a service visit must be skipped due to severe weather or holidays that prevent safe service, the Client **will not be charged for that missed service**.

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### 4. Access to Property

Client agrees to provide safe and reasonable access to all service areas, including pet waste stations and common areas. Contractor shall not be responsible for missed services where access is restricted due to locked gates, construction, safety hazards, aggressive animals, or other conditions beyond Contractor's control.

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### 5. Installation and Equipment

If pet waste stations or other equipment are installed as part of the service agreement:

- Contractor will install equipment at mutually agreed locations.
- Newly installed stations are covered for normal wear during the initial service agreement period.
- Damage caused by vehicles, landscaping equipment, snowplows, vandalism, or other third-party actions is not covered.
- After the initial contract period expires, repair or replacement costs for stations may be billed separately.

If service is terminated early during an agreement that included discounted station installation, Contractor reserves the right to either remove the stations or charge the difference between the discounted installation price and the full retail value of the equipment.

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## 6. Additional Stations

If additional stations are installed after the initial agreement begins, those stations will automatically fall under the same agreement terms beginning on the date of installation.

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## 7. Payment Terms

Payment terms and service pricing are outlined in the accompanying proposal.

Invoices are typically issued **monthly for the previous month's services performed**, unless otherwise agreed upon. Payments are due according to the invoice terms.

Contractor reserves the right to suspend services for accounts that become significantly past due.

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## 8. Insurance

Contractor maintains appropriate insurance coverage including:

- Commercial General Liability Insurance
- Workers' Compensation Insurance (where required by law)

Certificates of insurance may be provided upon request.

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## 9. Independent Contractor Status

Contractor and its employees operate as independent contractors and are not employees, partners, or agents of the Client. Contractor is solely responsible for employee wages, payroll taxes, benefits, insurance, and employment compliance.

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## **10. Property Damage**

Contractor will take reasonable care while performing services. If Contractor directly causes damage to Client property during the course of work, Contractor will repair or restore the damaged area to its original condition.

Contractor shall not be responsible for damages caused by third parties, existing property conditions, landscaping equipment, vehicles, vandalism, or other circumstances beyond Contractor's control.

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## **11. Indemnification**

Contractor shall indemnify and hold harmless the Client, its board members, employees, agents, and management from claims, damages, losses, or expenses arising from Contractor's negligence or breach of this Agreement.

Client agrees to indemnify and hold harmless Contractor from claims arising from unsafe property conditions or hazards outside Contractor's control.

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## **12. Snow, Weather, and Unsafe Conditions**

Contractor shall not be responsible for services that cannot be safely performed due to snow, ice, flooding, storms, or other hazardous weather conditions. Contractor employees will not enter areas that are unsafe due to weather conditions.

Missed services due to unsafe conditions will not be billed unless services are later performed.

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## **13. Animal Safety**

Contractor employees will not enter areas containing aggressive or uncontrolled animals. Client agrees to ensure animals are properly restrained during service hours.

Contractor shall not be responsible for injuries resulting from uncontrolled animals on the property.

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## 14. Third-Party Damage

Contractor shall not be responsible for damage to pet waste stations or service equipment caused by landscapers, snowplows, vehicles, contractors, vandalism, or other third-party activity. Repair or replacement of damaged equipment may be billed to the Client.

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## 15. Limitation of Liability

To the fullest extent permitted by law, Contractor's total liability for any claim arising out of services provided under this Agreement shall not exceed the total amount paid by the Client for services during the twelve (12) months preceding the claim.

Contractor shall not be liable for indirect, incidental, consequential, or punitive damages.

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## 16. Term and Termination

Service agreements typically operate under a **two (2) to five (5) year service term**, as specified in the accompanying proposal.

Either party may terminate the agreement with **thirty (30) days written notice**, unless otherwise stated in the proposal.

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## 17. Renewal and Pricing Continuation

At the conclusion of the service term, services may continue at the same pricing structure unless otherwise renegotiated in writing.

Any cost-of-living or rate increase will apply **only if such adjustment is specifically stated in the proposal and agreed to by the Client**, or if there is a **significant economic shift in the United States that materially affects operating costs**.

Such increases are **not part of Contractor's normal business practice** and would only be considered under unusual economic circumstances. Clients will always receive advance notice of any proposed adjustment.

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## 18. Service Quality Guarantee

Contractor is committed to providing professional and reliable service. If the Client believes that a scheduled service was not completed in accordance with the agreed scope of work, the Client must notify Contractor within **48 hours** of the service date.

Upon notification, Contractor will make reasonable efforts to inspect the issue and, if necessary, return to correct the service at no additional cost. Contractor's obligation under this section is limited to re-performing the service in question.

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## 19. Service Area Definition

Services provided under this Agreement apply only to the specific areas and equipment outlined in the accompanying proposal.

Any additional areas, amenities, or equipment not included in the original proposal—including but not limited to additional green spaces, dog parks, walking trails, trash cans, or pet waste stations—may require a written service modification and may result in additional service fees.

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## 20. Right to Refuse Unsafe Work

Contractor reserves the right to refuse or postpone service if conditions at the property are deemed unsafe for employees or equipment. Examples may include aggressive animals, hazardous materials, unsafe terrain, construction zones, unsecured fencing, or other dangerous conditions.

Contractor will notify the Client if service cannot be safely performed and will reschedule service when conditions allow.

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## 21. Governing Law

This Agreement shall be governed by the laws of the state in which services are performed.

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## 22. Entire Agreement

These Terms and Conditions, together with the accompanying proposal or service order, constitute the entire agreement between the parties and supersede any prior discussions, agreements, or representations.

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### PoopScoop Troopers LLC

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