

You don't need a written contract, but you do need to keep clients informed

■ Before they begin service, some lawn care providers require the homeowner to sign a contract. Many do not. The customer's word is good enough.

This is not expected to change significantly anytime soon, lawn care providers tell LANDSCAPE MANAGEMENT. There is no rush by LCOs to get clients to sign written contracts, although some LCOs have made it a part of their standard business practice.

Many LCOs, however, operate under the so-called negative option principal—lawn service continues indefinitely until someone calls a halt to it.

The practice is well established and accepted by consumers in most markets. Typically, lawn care companies, through their pre-season promotional and sales activities, let customers know that service is continuing. Homeowners shouldn't be (and rarely are) surprised when the lawn care vehicle shows up for the first application early in the spring.

Richard L. Lehr, legal advisor for the Professional Lawn Care Association of America, says even though there may not

be a written contract between an LCO and a homeowner, there can be, and often is, an oral contract.

An oral contract is fine, says Lehr, as long as both the LCO and the client have a mutual understanding of what services are to be provided, when they're to be provided, etc.

"One of the best things any lawn care operator can have going for him is a well informed consumer," says Lehr. "It's the uninformed consumer who hears something or reads a snippet in *USA Today* and thinks he's armed with the knowledge to take you on."

There are advantages to having a written contract, however, says Lehr, including a record of the responsibilities and obligations of both the lawn care company and the customer.

"I don't want a company to be in a situation where a customer says, 'wait a minute, your salesman said this,' or, 'your technician said that.' A contract establishes certainty," says Lehr.

Here are some suggestions about customer contracts Lehr offered during a pre-

sentation at the PLCAA Conference this past fall:

- Is your contract is consistent with your policies? If your contract makes guarantees (100 percent satisfaction etc.), be prepared to act them out.

- If you include disclaimers in your contract, make sure they're in easy-to-understand language, they're noticeable, and they limit your exposure to repairing or replacing anything you've damaged as the result of your service.

- Make sure that anyone in your company that talks to customers knows the difference between making statements that can be considered a warranty/guarantee, and those that are salesmanship/puffery.

- Consider having language in your contract that allows the introduction of a third party to arbitrate disputes concerning quality of service or damages arising from service.

- Make sure technicians complete their paperwork for each service stop.

- Consider incorporating a clause in your contract making the customer responsible for all attorneys' fees and court costs in actions arising from their breach of contract.

"Even if you don't go to a contract, make sure the customer understands the type of lawn care service that you provide and what it means," adds Lehr.

Do you offer coupons? Read this

■ Some lawn and landscape business owners use coupons to boost service and product offerings, particularly during the spring selling season.

Their coupons are among the 2.63 billion issued by businesses each year. Consumers redeemed \$4.5 billion worth of them in 1989. Return rates are highest for direct mail coupons and lowest for those that appear in newspapers, says Kermit Meyers, director of Summary Scan, a division of the Advertising Checking Bureau.

Rate of return depends not only on the medium used, but also such elements as design and size.

Here are four rules to keep in mind:

1.) Make your special offer the

largest part of the design. There are three elements to a coupon design: the special offer; the business name, address and phone number; and the type of business. Readers spend less than two seconds scanning a coupon, so the offer has to stand out.

2.) Don't skimp on the offer. The most effective coupon offers include messages like "two-for-one," sizeable discounts, money off, and free.

3.) Don't crowd the message. The reader will notice the uncrowded coupon with the clean message. Remember, you just have to include the offer; the name, address and phone number of the business; and the service or product you offer. That's all.

4.) Devise a way to track redeemed coupons. This allows the advertiser to gauge cost effectiveness and also highlights the localities (if you printed coupons for different areas on different colored paper, for instance) which should be targeted for future marketing efforts.

'92 GIE in Indianapolis

■ Indianapolis is the location for the 1992 Green Industry Expo. The dates are Nov. 17-19 at the Indiana Convention Center.

This past November, 290 companies exhibited at the GIE in Tampa. Says Ann E. McClure, GIE show manager, "Our booth sales were up from 1991 and the show floor traffic was heavy over both days of the Expo."

In a related matter, the Professional Lawn Care Association of America (PLCAA) reported that nearly 1,000 people attended its educational conference held in conjunction with the GIE.