

SAN DIEGO TURF RESCUE

# Operating Playbook — Risks, Requirements & Protections

The internal companion to the launch plan: what to look out for, what's legally required, and how to protect the business, the pets, and the crew.

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Prepared by Rod & Staff Media · July 2026 · Grounded in cited California/San Diego regulatory, veterinary, and industry sources. **This is research for planning, not legal or veterinary advice** — the flagged items must be confirmed with CSLB, the County Ag Commissioner, an insurance broker, and an attorney before launch.

# What's legally required to operate

## The clear must-dos

REQUIREMENT	DETAIL
<b>City business tax certificate</b>	~\$34/yr in City of San Diego, due within 15 days of starting. A <i>separate</i> one is needed for each incorporated city you work in (Chula Vista, Poway, El Cajon...). Unincorporated county needs none.
<b>DBA / Fictitious Business Name</b>	"San Diego Turf Rescue" isn't the owner's legal name → file with the County Recorder within 40 days + publish in a newspaper within 45.
<b>General Liability insurance</b>	Not a legal mandate, but effectively required (LSA, HOAs, PMs). ~\$400–\$2,300/yr (pressure-washing class codes run higher). Get real quotes — see §3 for the critical animal-coverage question.
<b>Workers' Compensation</b>	Mandatory the instant you hire <i>anyone</i> as an employee — no threshold, no grace period.
<b>Stormwater containment</b>	Chemical rinse water may <b>not</b> enter storm drains. Use drain mats + containment berms + wet-vac recovery. San Diego Municipal Code §43.0304 penalties reach <b>\$10,000/day</b> .

### TWO PHONE CALLS BEFORE YOU SCALE PAST A FEW JOBS

**1. CSLB (contractor's board):** confirm that enzyme-clean + brush + light rinse of *existing* turf needs no license at any price (likely exempt as janitorial-type work, but a high-PSI pressure-wash thread suggests a possible C-61/D-38 — genuinely unresolved). California raised the license-exempt job threshold to **\$1,000** (Jan 2025). **2. County Ag Commissioner / DPR:** any product whose *label* claims to "disinfect / sanitize / kill bacteria" is legally a pesticide — using it for hire likely needs a DPR applicator license. Plain enzyme "digesters" (no kill-claim) are ordinary cleaners. **Check every product's label before it goes on the truck.**

*Also confirm with a CPA/attorney: 1099-vs-W-2 classification for turf techs under California's ABC test (AB5) is a common misclassification target for manual-labor home services.*

# The whole business runs on dogs standing where you spray

The danger is real and documented — but it's a **dilution/misuse** problem, not an inherent one. Product discipline is the #1 control.

CHEMICAL	PET RISK	USE POLICY
<b>Enzyme cleaners / deodorizers</b>	Low — biological action, not biocidal	✅ Default for all routine odor/urine work
<b>Quats</b> (quaternary ammonium disinfectants)	<b>High</b> — chemical burns, dermatitis, ingestion damage; a 2024 peer-reviewed case documented <b>two dogs dying</b> from quat exposure	⚠️ Only for periodic deep-sanitize; <b>never over labeled concentration</b>
<b>Bleach / chlorine</b>	<b>High</b> — corrosive; delayed pulmonary edema 12–24 hrs after inhalation; + reacts with urine ammonia to make toxic chloramine gas	❌ <b>Banned company-wide</b>
<b>Phenols</b>	High — and notably worse for <b>cats</b>	❌ Avoid

## THE PET-SAFETY PROTOCOL (TRAIN EVERY TECH ON THIS)

**1. Tier products** — enzyme default, disinfectants rare. **2. Never eyeball dilution** — measured dosing only (undiluted quat/bleach is the documented cause of the deaths). **3. Respect dwell, then rinse residue** — it's the residue on fibers, not the wet solution, that transfers to paws. **4. "Dry, not just not-puddling"** is the bar for pets to return. **5. Give a written, product-specific off-turf window** each visit (default conservative — hours, not minutes). **6. Rinse pet paws** after first re-exposure. **7. Secure concentrate** — never leave it where a dog can reach.

## Turf heat — a separate, real pet hazard

Artificial turf reaches **120–180°F** in San Diego sun (hotter than asphalt); paw burns start around 85°F surface temp. Teach the customer the **7-second hand test** (if it's too hot for your hand, it's too hot for the dog). This doubles as a low-cost trust-builder in your pet-safety messaging.

# The paperwork that keeps an incident survivable

## THE INSURANCE GAP TO CLOSE BEFORE LAUNCH

Standard general-liability policies often **exclude animals under "care, custody & control" (CCC)** — meaning a pet injury from your treatment, or a dog that bites your worker, may **not be covered** the way you'd assume. Ask the broker, in writing: *"Does my policy cover a pet becoming ill/injured from a chemical I applied, or a dog-bite to my crew — and is that bodily injury or CCC-excluded property?"* Answer this **before** an incident, not after.

- Signed service agreement / waiver** before the first visit. In California, waivers are enforceable for *ordinary* negligence (reference Civil Code §1542) but **NOT** gross negligence — which is exactly why the dilution/label discipline in §2 matters: following the label keeps an incident in "ordinary negligence," where your waiver + insurance actually hold.
- Client secures the dog** clause — customer confines the pet before the crew arrives, and indemnifies if they don't.
- "No dog secured, no service"** SOP — if the dog's loose on arrival, reschedule with a trip fee. A tech should never have to judge a strange dog's temperament in the moment.
- Gate protocol** — one designated entry/exit, latched immediately every time, **timestamped photo of the latched gate** at job completion.
- SDS on file** for every product, accessible to the customer on request — your primary due-diligence evidence.
- Incident log + photo documentation** habit (pre-service condition photos protect against false damage claims too).

## "Pet-safe" is a regulated claim — phrase it defensibly

Under the FTC Green Guides (16 CFR §260.10), advertising "**non-toxic**," "**100% pet-safe**," or "**safe for pets**" as bare absolutes requires "competent and reliable scientific evidence" — and **you own the substantiation the moment you make the claim**, not the chemical vendor. This isn't hypothetical: Beyond Pesticides sued **TruGreen** over deceptive lawn-safety claims, and there are active class actions over "non-toxic" cleaning labels.

### DON'T DO THIS

Never stack "**hospital-grade disinfectant**" and "**100% pet-safe**" for the same service — they contradict (high-kill disinfectants are the risky quat/chlorine class), and that's almost exactly the FTC's textbook deceptive pattern.

### DEFENSIBLE PHRASING

Tie the claim to the product's actual label: "*We use [Product], an enzyme-based formula labeled for pet-occupied areas when applied per directions.*" Condition it on the mechanism: "*Turf is safe for pets once fully dry — typically [X], per product label.*" Market a routine enzyme service and a periodic deep-sanitize with **different, accurate** language — not one blanket "pet-safe" badge. Michael's honest positioning already leans here; this keeps it legally airtight.

## What actually goes wrong — and the plan

RISK	WHY IT HURTS	THE PLAN
<b>Odor over-promise (top risk)</b>	Urine soaks into infill/sub-base; you can't always hit 100%. Competitors promise "95-100%" and "you don't pay if it smells" — copying that imports their disputes.	Diagnose before quoting; promise "dramatic reduction," not "elimination"; sell cleaning vs. infill-replacement as two tiers; guarantee a <b>free re-treat (not refund)</b> ; put the "can't always be 100%" line in writing.
<b>Gate / pet escape (worst case)</b>	Every job is a gate-open event with a dog. Escape-and-hit or a bite = lawsuit + reputation end.	See §3 — secure-the-dog clause, "no dog, no service," gate photo, and the CCC insurance question.
<b>Turf / property damage</b>	Pressure washing blows out infill & stresses seams; bleach voids warranties + makes chloramine gas.	<b>Ban bleach + pressure washers company-wide</b> (low-pressure hose only). Photo adjacent hardscape pre-job.
<b>Worker heat illness</b>	Cal/OSHA <i>legally requires</i> a written heat plan; turf hits 130–170°F (burns).	Written heat-illness plan (water/shade/breaks); schedule turf jobs early-morning June–Sept; pre-cool surface; knee pads.
<b>Drainage / mold blame</b>	Poor drainage (an <i>install</i> defect) causes mold — customer blames the cleaner.	Set expectations: cleaning removes mold but can't fix a compacted base; offer drainage diagnosis as a referral.
<b>Underpricing heavy jobs</b>	Called the #1 killer of service businesses; burdened labor runs 1.4–1.6× wage.	Price by <b>condition tier</b> , not a flat per-sf rate; require a photo/phone pre-assessment for multi-dog jobs.
<b>No-shows (15–30%)</b>	Wasted crew-hours, blown routes.	<b>Deposit / card-on-file to book</b> (doubles as the secure-the-dog fee) + multi-touch reminders.
<b>Reviews / reputation</b>	Reviews ≈ 20% of local search ranking; the odor risk generates complaints.	Respond to every review within 24 hrs (Acknowledge, Apologize-without-fault, Solution, Privatize).

**DIY \$50  
enzyme jug**

Genuinely works for light-use homes — real competition at the low end.

Don't fight it head-on; position as "the deep reset the jug can't reach"; capture light users with a cheap maintenance subscription.

6 · SCOPE & REFERRAL POLICY

## What we do — and what we hand off (for a cut)

Customers will ask for more than cleaning. Staying disciplined as **"cleaning + light maintenance only"** keeps you license-light — and every out-of-scope request becomes a **referral fee + a stronger installer partnership** (they refer cleaning to you; you refer repairs back to them — the loop nobody drops).

REQUEST	VERDICT	WHY
Infill top-off / deodorizing infill	DO IT	Cleaning-adjacent, no license, pure margin
Deep pet-hair extraction, spot odor, reblooming	DO IT	Core competency + upsell
Adjacent pressure washing (patio, pavers)	DO IT	Same visit, easy upsell
Turf repair (seams, tears, burns, dig holes)	REFER OUT	Installer skill + likely a C-27 license
Releveling / low spots / ripples	REFER OUT	Pulling turf + re-grading base = contractor work
Drainage fixes (pooling, won't drain)	REFER OUT	Sub-base problem, not a cleaning problem
Full/partial replacement, new install	REFER OUT	Straight installer job → C-27

### THE SCRIPT

"We don't do repairs, but our partner [installer] is who we trust — want an intro?" — and take a referral fee. Never touch unlicensed contractor work.

## Confirm-with-a-professional checklist

- CSLB** — does cleaning-only turf work need any contractor license, at any price?
- County Ag Commissioner / DPR** — bring your exact product labels; confirm which trigger pesticide-applicator licensing.
- Insurance broker** — GL, workers' comp, commercial auto quotes under the right class code + the **care/custody/control animal-coverage question** in writing.
- Attorney / CPA** — the service agreement/waiver (CA §1542, ordinary negligence) + 1099-vs-W-2 classification.
- City stormwater division** — current mobile-business wash-water BMP requirements in writing.
- Each incorporated city** in the service area — separate business license/tax.
- Product line locked** — enzyme default; every label checked; SDS filed; bleach & pressure washers banned.

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