

TERMS & CONDITIONS IN SHORT:

- By ordering any of our services, you agree to be bound by these terms & conditions.
- All material is guaranteed to be as specified, but quantities or irrigation heads or zones may vary slightly depending upon field conditions.
- All work to be completed in a workmanlike manner according to standard practices.
- Estimates and/or proposals for work are valid for 30 days unless otherwise stated in writing.
- Contract acceptance requires a signed estimate/proposal.
- Payment terms are COD or due upon receipt
- Any alteration or deviation from the said specifications involving extra costs will be done only upon written change order. The costs will become an extra charge over and above the estimate.
- The estimate does not include additional labor which may be required should unforeseen problems arise after the work has started.
- We reserve the right to amend any information without prior written notice.

TERMS & CONDITIONS:

This page contains the terms & conditions. Please read these terms & conditions carefully before ordering any services from us. You should understand that by ordering any of our services, you agree to be bound by these terms & conditions.

No other terms or change to the terms & conditions shall be binding unless agreed in writing and signed by us.

DEFINITIONS:

“CONTRACTOR” refers to Arkansas Piping Systems, Inc. D/b/a Sprinklerman of Arkansas, its employees' supervisors, managers crew members, laborers, foreman and subcontractors.

“OWNER” includes property owner, person deemed responsible such as tenant, occupant, neighbor, principal, family member, caretaker, house sitter, property manager, agent for owner, security, concierge, or builder.

ACCESS:

OWNER agrees to provide necessary access for CONTRACTOR to provide services as detailed, if any access is denied or if CONTRACTOR cannot reasonably gain access, this task will be delayed. CONTRACTOR is not responsible for conditions or effects related to the missed or delayed visit. Constraints imposed by the OWNER or tenant, other contractors, suppliers, weather, access, pets or disputes may delay or prevent service from being performed and if work is delayed, additional charges may apply for repeat or return visits.

CHANGES TO THE WORK:

OWNER, without invalidating the contract, may order changes to the work, including but not limited to additions, deletions, or modifications. Change to work may be made as the work progresses, and OWNER agrees that any changes to the system installed by CONTRACTOR that differ from the written proposal, shall be conclusive proof of OWNER'S authorization to change the system from the proposal. OWNER will pay all costs associated with a change order. The proposal is based on visible conditions and OWNER

agrees that the price may vary due to non-visible conditions. Every effort will be made to cover our irrigation products with landscape material OWNER has available on the property. Additional charges will apply for any material needed to cover products due to rocks, roots & other unforeseen ground conditions.

DAMAGE:

Incidental, unintentional, and accidental damage to the property, or items on or near the property and work areas, as a result of the performance of this service is the OWNER'S responsibility to replace or repair.

DISCLAIMER:

Damages caused by CONTRACTOR during the normal operations, that are not from intentional acts or negligent behavior are not the obligation of the CONTRACTOR to correct or compensate for. CONTRACTOR may perform landscape service, repair and maintenance duties, however ultimately the CONTRACTOR is not responsible for the health or condition of landscape or property. Because we are working with nature and perishable material, and because many factors affect our duties including, but not limited to, budget, age of landscaping, previous maintenance practice, and weather, we cannot guarantee the longevity of any plants or grass.

NOTES & RECOMMENDATIONS:

Programming the controller does not guarantee results. Other conditions affect the proper operation of the irrigation system as well as affecting plant material. OWNER understands that controllers fail without warning, valves stick open and closed, emitters clog, sprinklers get misaligned and out of adjustment, pipes and fittings fail, leaks occur out of sight, etcetera. CONTRACTOR is not responsible for any issues arising other than those regarding workmanship performed by CONTRACTOR.

WARRANTY:

Any warranty either expressed or implied is only on irrigation system components or parts for new work or repairs done by the CONTRACTOR and must be in writing or it is not valid. CONTRACTOR offers an irrigation system limited warranty for parts and labor up to FIVE (5) years on most items installed. Warranty excludes any repairs necessary due to, but not limited to, neglect, improper use and/or care, vandalism, issues beyond CONTRATOR'S control, and acts of God.

Irrigation Installation

- Components -
- Labor -
- All material is guaranteed to be as specified, but quantities of irrigation heads or zones may vary slightly depending upon field conditions.
- Damage due to acts of God (e.g. lightning), power surges or construction is not covered.

Drainage Installation

- Components and Labor -

Service

- Components and labor – one year with property maintenance.

RPZ will be installed by a master plumber. All work is designed and supervised by a licensed plumber. However, RPZ and parts are **NOT** warrantied.

PAYMENT:

New installations and major renovations do not require a deposit with the signed contract. Balance is due upon completion. Progress payments may be required.

Payment for all irrigation repairs and service work are due upon completion of work, unless otherwise noted in writing.

LATE PAYMENTS, FEES, & OTHER:

Any payments that are more than 5 days late will accrue a \$25.00 late fee and will accrue compounding interest at the rate of 17% APR compounded monthly. It is also agreed that a lien may be placed against the property if payment is not made within 30 days. Acceptance of the proposal is considered legal notice of property lien.

If this contract for any foreseen or unforeseen reason is to be submitted to arbitration or any judicial courts, the balance due would accumulate 17% interest annually and OWNER agrees to pay any and all costs of collection, including but not limited to, collection fees, court costs, and attorneys' fees whether or not a lawsuit has commenced. Jurisdiction and venue for any lawsuits shall reside exclusively within Saline County, Arkansas.

In the event of a return check, OWNER agrees to pay \$50.00 fee in addition to all applicable charges. In the event of an unmerited credit card chargeback, OWNER agrees to pay \$50.00 fee in addition to all applicable charges.

UTILITY:

CONTRACTOR is required to make arrangements with Arkansas 811 to mark utility lines for all participating services. They require that all animals be restrained, and gates remain unlocked during the three day (working days) marking period. CONTRACTOR must have their own ticket number and cannot dig under any other contractor's ticket.

PRIVATE UTILITIES:

You are responsible for clearly marking and advising CONTRACTOR of any private utilities located on your property (e.g. invisible pet fence, drainage systems, etc.). Any required repairs to private utilities resulting from the installation or irrigation or drainage systems are the responsibility of the OWNER.

POWER:

Power is to be supplied by others. A receptacle is required for irrigation controllers. If the receptacle provided is a GFI receptacle, or it is tied into the same circuit as a GFI receptacle located somewhere else, please be aware that when it trips, your controller or transformer will not come on until the GFI receptacle is reset.

WATER:

CONTRACTOR is not responsible for water quality, water volume or water pressure.

ADDITIONAL INFORMATION:

CONTRACTOR reserves the right to amend any information, including but not limited to prices, technical specifications, terms of purchase and product offering without prior written notice.

ENTIRE AGREEMENT:

There are no promises, terms, conditions, or obligations other than those contained within the Proposal, or the Contract Terms and Conditions. This contract supersedes all prior communications representations, or agreements, either verbal or written, between the parties hereto, and this agreement may not be amended except in writing, other than the scope of work described in the Proposal or Change Order.

ACCEPTANCE OF FINISHED WORK:

CONTRACTOR must be informed about any concerns with your system within 48 hours upon completion of work. After 48 hours CONTRACTOR will assume the transaction complete and will no longer be held liable for any issues with the system other than what is covered under our warranty.

USE OF PICTURES:

OWNER agrees to allow CONTRACTOR to use any pictures of the work performed for purposes of advertising and showing others without penalty or fees from OWNER.

TESTIMONIALS:

OWNER agrees to allow CONTRACTOR the rights and privileges to use any and all testimonials written or verbal in our advertisements without penalty or fees from OWNER.