

# Terms and Conditions (Sprinkler Blowouts 2016)

## 1. Definitions:

- a) Sprinkler Blowout** – Sometimes referred to as Winterizing, Winterization, Sprinkler Winterization, or like term is, the act of introducing compressed air into a sprinkler system, and providing compressed air to the system until air comes out of the heads, drip lines, and spigots, where water is typically emitted from.
- b) Customer** – Sometimes referred to as Homeowner, is any person, entity, property manager, renter, agent or other representative who contracts with Aldape Sprinkler Service, Landscape & More for Sprinkler Service(s) including, but not limited to Sprinkler Blowout(s), repair, installation, maintenance, consultation, etc.
- c) Aldape Sprinkler Service Landscape & More** – Sometimes referred to herein as Contractor, we.
- d) Technician** – Sometimes referred to as Tech is a person(s) who is employed by Aldape Sprinkler Service, Landscape & More, or a person(s) acting as an agent thereof for the purpose of working on, providing service or maintenance to sprinkler system.
- e) Station** – Sometimes referred to as a Zone, is a group of sprinklers that go off at the same time when watering. Each Station will have a valve, which activates the station.
- f) Backflow Preventer** – Sometimes referred to as Backflow is any device that is determined to be legal by Idaho State and Local Municipalities, that is protect potable water supplies from contamination or pollution due to backflow from sprinkler system.

## 2. Winterization Service Includes the Following:

- a)** Shut off Outdoor Water Supply to Sprinklers (Valve must be accessible). This valve must stay shut until you are ready to turn your water back on in the spring. If this valve is re-opened before spring (March 30th or later) your sprinkler blow out is no longer under warranty;
- b)** Open Drain Valve to Drain Backflow Preventer (Valve must be accessible);
- c)** Our Technician will manually open up your sprinkler valves at the valve boxes and then provide compressed air to blow out the water from your sprinkler pipes. The technician does not need access to your sprinkler control box in your garage. We ask that you turn your sprinkler controller to "off" or the "rain" setting until spring
- d)** If your sprinkler system has a filter on it, the end cap is removed and water is blown out to prevent damage to the filter and filter assembly. If there are any spigots connected to your sprinkler systems, we will open and ensure they are blown out also;

- e) After all water is removed from your sprinkler system, filter, and spigots, all valves are closed and the filter and filter end cap is put back. Your sprinkler system is now winterized and ready to be turned back on in the spring. In the case that the technician determines a valve or filter cap should remain open or removed to assist in evaporation, he will then leave it open or off. Be sure to check that the filter cap is on and that any open valves are closed before you turn your water back on in the spring.

### **3. Pricing: 2016 Residential Sprinkler Blowout Rates:**

From Oct 1 to November 18 - Up to 6 Stations - FREE (Just Pay a \$40 Trip Fee). Add \$5 per station after 6.

Appointments made after November 18 will be charged by the hour at our Standard Service Rate of \$65 for the first 45 Minutes and \$58 per hour after that.

Again please note: Please note that the above Discounted Sprinkler Blowout rates are good from October 1, 2016 through November 18, 2018. Any Sprinkler Blowouts scheduled before or after these dates will be billed at our standard Service Rate.

### **4. Scheduling:**

- a) We schedule Sprinkler Blowouts on a first come, first serve basis. Based on where you are located. **No Exceptions**
- b) While we welcome your presence, it is typically not necessary for anyone to be home for a sprinkler blowout. We simply need access to the front and back yards. Given this and, that we do between 20 and 30 blowouts a day we don't make any guarantees as to times / time ranges on blowouts (just the day). The order they are done is determined by logistics and logistics alone.
- c) Given that Aldape Sprinkler Service, Landscape & More informs the customer of the day they will be blowing out customer's sprinkler system. Customer acknowledges that it is their own personal responsibility to determine if the Blowout will happen prior to freezing temperatures causing damage to the system, and further agrees to hold Contractor harmless for any and all damage that happens prior to Contractor Blowing out system.
- d) In the event of any acts of god, nature, mechanical or equipment failure, which prevents contractor from being able to complete Sprinkler Blowout Service, Aldape Sprinkler Service, Landscape & More will attempt to contact Customer to advise them that service has not yet been completed. In no event shall Aldape Sprinkler Service, Landscape & More be held

liable for damages, whether direct, collateral, or otherwise when prevented by said acts or failures from providing service(s).

## **5. Cancellation:**

**a)** When customer contacts Aldape Sprinkler Service, Landscape & More for Sprinkler Blowout Service, and Aldape Sprinkler Service, Landscape & More agrees to provide Blowout Service a legally binding contract is entered into. In the event that Contractor performs blowout service for customer, customer agrees to pay full amount for Blowout Service.

**b)** If for any reason you need to cancel your appointment, all cancellations must be made, by email, no later than 24 hours prior to the appointment date. In the event customer fails to cancel as described in this paragraph, customer agrees to pay a Trip charge of \$40 if appointment was scheduled between October 1 to November 18th, \$65 After November 18th

**c)** Either party is free to cancel contract at any time, provided that cancellation is made pursuant to these Terms and Conditions. In no instance shall customer hold Aldape Sprinkler Service, Landscape & More, their agents or employees liable for damages resulting from cancelation of service.

## **6. Property Access:**

**a)** By requesting Sprinkler Blowout / Start-up or Repair service, you authorize Aldape Sprinkler Service Landscape & More to access your property and perform the requested service.

**b)** In the event that customer can not be home at the time service is performed, customer shall leave a gate unlocked and clear valve boxes of leaves, snow and other debris.

**c)** In the event customer fails to provide access as described within this paragraph, and we are unable to perform the scheduled bow-out service as a result, customer agrees to pay a Trip charge of \$40 if appointment was scheduled between October 1 to November 18th, \$65 After November 18th.

## **7. Warranty:**

Aldape Sprinkler Service, Landscape & More warranties the sprinkler system against "Freeze Damage", from the Backflow Preventer through the remainder of the Sprinkler System, provided that sprinkler system is winterized prior to temperatures dropping below freezing. And further provided that all Valves, Shut-off's and Drains are Accessible to contractor. No additional warranties, expressed or implied, shall exist regarding Sprinkler Blowouts / Sprinkler Winterization. Said Warranty applies to the Sprinkler Blowout only and in no event shall Aldape Sprinkler Service, Landscape & More be deemed liable for any collateral damage resulting therefrom. Any warranty shall be void and customer

shall hold Aldape Sprinkler Service, Landscape & More harmless from liability with regard to any damage that is discovered to be the result of improper or early startup, pre-existing damage, improper sprinkler installation or modification, malfunctioning Sprinkler Supply Valves. Aldape Sprinkler Service, Landscape & More shall not provide any warranty guarantee for any illegal sprinkler system.

## **8. Payment:**

- a)** We gladly accept cash, check, and credit/debit cards. You can either pay the technician directly (cash or check) when he comes to perform service, or online through our website, with credit/debit card. Please make checks payable to: Aldape Sprinkler Service & More.
- b)** Payment is considered due at the time of service. In the event you cannot be home when the service is done you are welcome to leave a check under the mat at the front door.
- c)** In the event that full payment is not received within 30 days from the date of billing for service, customer agrees to pay interest and late fees at the maximum rate allowable by law. Additionally, customer waives any right to warranty with respect to provided service(s).
- d)** Customer agrees to the payment and billing terms set forth herein and listed on the Sprinkler Blowout Page, including trip fees incurred due to failure to provide access to contractor, failure of customer to cancel, etc. And, further agrees to waive all defenses to any legal action brought for collection for services, including but not limited to all collection cost and fees.
- e)** Customer agrees to fully reimburse contractor for any bank and collection fees or other cost, including contractor's time, etc. associated with Customer writing a dishonored check.