

# **Terms and Conditions**

## **(Repair/Modification and General)**

- a)** All Services (i.e. Repairs/Modifications, Spring Start-Ups, Fall Winterization/Blowouts are scheduled on a first come, first serve basis. Based on where you are located. **No Exceptions.**
- b)** By requesting Sprinkler Blowout, Sprinkler Start-up or Repair/Modification service, you authorize Aldape Sprinkler Service Landscape & More to access your property and perform the requested service, to make repairs as requested, and to install and retrieve parts, tools, etc. as may be necessary. And further agree to pay the associated Service/Trip fee and for all worked performed at property/jobsite.
- c)** Given that our Technicians do multiple Repairs/Modifications, Sprinkler Start-Ups and Repairs/Modifications every day, each one being different and unique, we are unable to make any guarantees as to times / time ranges for start-up services (just the day). The order they are done is determined by logistics and logistics alone.
- d)** 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, and other debris.
- e)** Customer acknowledges that In the event customer fails to provide access as and we are unable to perform the scheduled Start-Up Service as a result, customer agrees to pay the applicable Service/Trip Charge for the service(s) they have requested.
- f)** Customer acknowledges that when customer contacts Aldape Sprinkler Service, Landscape & More for Sprinkler Repair/Modification, Sprinkler Start-Up or, Sprinkler Blowout Services, and Aldape Sprinkler Service, Landscape & More agrees to provide said Service a legally binding contract is entered into. As such, customer agrees to pay full amount for requested service(s).
- g)** If for any reason customer needs to cancel their appointment, all cancelations 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 the trip charge applicable to the service they are requesting.
- h)** Either party is free to cancel contract at any time, provided that cancelation 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 either parties cancelation of service.
- i)** For customers who utilize Irrigation Water (whether pressurized, or from a ditch)... It is the customer's responsibility to be sure that water is

available on the day that they are scheduled for Service(s). If our Technician comes to you location to perform the scheduled start-up service, and water is not available, customer will be billed and agrees to pay for the additional trip charge. ***It is your responsibility to check with you HOA, or your Irrigation Company to make sure water is available.***

- j)** In cases of Repair/Modification the service Technician will troubleshoot problem, and make repair(s) accordingly. Technician will then test repair. Customer acknowledges and understands that in some cases, there may be multiple issues that are causing a problem with the sprinkler system. Customer further understands that while Technician will test repair to assure success, additional issues may arise (sometimes immediately, sometimes later) that will require more work. In this event customer agrees to pay for any and all additional materials and labor required to repair/modify system.
- k)** All work and billable time begins at the time our technician arrives at the property/job site, and ends when our technician drives away. (Trucks and employee locations are monitored by GPS). In the event a return trip is necessary for any reason, billable time will be restarted at time of arrival (as though technician never left) and will end when our technician drives away. (Aldape will not charge a second service call fee for the same problem). Customer acknowledges that they have read, understand, and agree with Contractors hourly and minimum rates, as well as, the paragraphs describing what is considered billable in their entirety, and further agrees to pay for any and all services at these rates.
- l)** Customer Acknowledges that Service rates are the same whether contractor is troubleshooting, making actual repairs/modifications, cleaning up and/or repairing landscape and property disturbed during the course of repair/modification, completing necessary paperwork related to the provided service, providing consultation or education, or any other act related to, or as a result of providing services at customer or customer representative property.
- m)** If for any reason it is determined that repair or modification is unable to be completed customer agrees to pay for all time and materials spent on his/her job.
- n)** Customer acknowledges that any and all materials used in connection with the repair/modification of any sprinkler system shall remain the property of Aldape Sprinkler Service, Landscape and More until invoice is paid in full. Further, customer agrees to indemnify, hold harmless, and defend, Aldape Sprinkler Service, Landscape & More and their agents from any claim related to the repossession of any materials used in connection with the repair/modification of any sprinkler system.
- o)** While payment is considered due at the time of service. All Service invoicing is mailed out from our office. As such, Customer agrees to submit payment for services no later than 3 days after receipt of invoice.

- p) Customer acknowledges that Invoices not contested in writing within three (3) business days are deemed accepted by customer as true and accurate. If contesting an invoice, or you have questions regarding an invoice please submit them by email to: [aldapesprinklers@cableone.net](mailto:aldapesprinklers@cableone.net) .
- q) Payments not received by Aldape within 15 business days, will be subject to, and customer agrees to pay a \$25 late fee in addition to the original invoice. In the event that Invoice(s) become 30 or more days past due, customer in addition to the original amount of the invoice(s) and late fee, agrees to pay interest/finance charges at the maximum rate allowed by law. Additionally, a Lien may be placed on the property where work was performed.
- r) Customer agrees to fully reimburse contractor for any bank and/or collection associated fees and cost, legal or otherwise, including contractor's time spent pursuing collection, (billed at standard service rate), etc. associated with Customer failing to pay invoice or writing a dishonored check.

**By contacting Aldape Sprinkler Service, Landscape & More you hereby acknowledge that you have read, understand and agree to the above Terms of Service, as well as, any specific Terms of Service listed below .**

## **Terms and Conditions (Sprinkler Blowouts)**

### **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 Aldape and/or 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.
- g) Acceptance** – Acceptance of these Terms and Conditions for Sprinkler Blowouts, shall constitute acceptance of the same for any future years Sprinkler Blowout Service performed by Aldape Sprinkler Service, Landscape & More.

## **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 (April 1st 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 as well.
- 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:**

Residential Sprinkler Blowout Rates:

From Oct 1 to November 18 - Up to 7 Stations - FREE (Just Pay a \$50 Trip Fee). Add \$5 per station after 7.

Appointments made after November 18 will be charged by the hour at our Standard Service Rate of \$85 for the first 45 Minutes and \$68 per hour after that.

Again please note: Please note that the above Discounted Sprinkler Blowout rates are good from October 1 through November 18. 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 considered 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 Blow Out 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 \$50 if appointment was scheduled between October 1 to November 18th, \$85 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 either parties cancellation 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 \$50 if appointment was scheduled between October 1 to November 18th, \$85 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. Blowout 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 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 (billed at standard service rate), etc. associated with Customer failing to pay invoice or writing a dishonored check.

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## (Start-Ups)

### 1. Spring Start-Up Service Includes Up to 45 Minutes of Work. During this time the Technician will do the following:

- a) Turn Water on to Irrigation System;
- b) Check Sprinklers for proper coverage;
- c) Adjust sprinklers as necessary to the extent possible given the capabilities/limitations of the system.
- d) Set Sprinkler Controller to Spring, if access to Controller is available. (Normally this will be the same setting that exist on timer from the fall)
- e) Check Sprinkler System for problems and repair if authorized by home owner.

### 2. Spring Start-Up Notes:

- Start-Up Service does not include parts or repairs. Any and work not listed in 1a through 1e above is outside the scope of our spring start-up service.
- Systems that require more than 45 minutes to check out will be billed for, and customer agrees to pay for, time and labor beyond the 45 minutes at our current standard labor rate. Current Rates can be found on our Service and Repair Page, as well as, on our FAQ Page.
- For customers who utilize Irrigation Water (whether pressurized, or from a ditch)... It is the customer's responsibility to be sure that water is available on the day that they are scheduled for Start-Up Service. If our Technician comes to you location to perform the scheduled start-up service, and water is not available, customer will be billed and agrees to pay for the additional trip charge. ***It is your responsibility to check with you HOA, or your Irrigation Company to make sure water is available.***
- In instances where it is determined that major repairs are required, it may be necessary to reschedule the additional repairs. Our Technician will get your repair scheduled for the next available sprinkler repair day. In those instances, customer will still be charged, and agrees to pay for, all work performed at the Start-Up.
- If repair requires the turning off of the system, and start-up services cannot be completed customer agrees to pay the full service call amount.
- In order to check for electrical issues timer access must be provided. If timer access is not available, Technician will go through system manually using station valves, as this will allow for heads to be checked and adjusted. (Home Owner agrees that it is their responsibility to provide access to their Sprinkler Controller if they personally require that system be checked that way, and further agrees to pay for additional time and

service fees, should access not be available).

- Start-Up Service Rates are good from March 19 - May 31. Customers who contact us for Start-Up Service after May 31 will be charged, and agree to pay, our standard service call rate.

**To qualify for the reduced Start-Up Service Rate, access to the Sprinkler System must be accessible anytime during scheduled start-up day.**

