



Why Choose an Irrigation Maintenance Plan

Our Maintenance Agreement gives our customers the advantage of having us automatically perform the contracted services. This frees our customer from having to remember to call. Our maintenance agreement also offers the advantage of a reduced hourly rate on repairs, and priority scheduling for service/repairs.

The purpose

Comprehensive Visits are for the purpose of inspecting your total system, minor fine tuning of your system for optimum efficiency, and make note of any major problems that may be present and need to be repaired.

What it includes

A visit every other month to check the following

- Set controller to proper seasonal adjustment, if requested.
- Observe each valve while in operation.
- Check each head for leaks.
- Check for head to head coverage.
- Make sure that there is no overspray on sidewalks, driveways, etc.
- Raise or lower heads as necessary. (Sprinkler heads will only be raised if the spray pattern is being compromised by an obstruction. The sprinkler heads will only be lowered if they run the risk of damage from a mower, or other vehicle.)
- Check drip (if applicable) for any cracks or separations.
- Inspect main shut off valve and backflow device.
- Inspect rain sensor (if applicable) for proper functioning.
- Up to \$25.00 of minor parts will be replaced for free.

If additional repairs are needed it will be the reduced hourly rate versus the regular hourly rate.

- 1 yr contracts includes a free backflow test
- 2 yr contract includes a free backflow test and a free replacement of a rain sensor if needed.

Backflow Prevention Certification Test

This is required by the water utility departments and is done annually. This test will be done when the utility company notifies the client. Please call our office for scheduling. As part of your maintenance contract, we can perform the backflow certification for you for free if you have signed a one or two year agreement with us. (\$75.00 value)

Rates

1-3 Stations	\$38.00 Month
4-6 Stations	\$45.00 Month
7-9 Stations	\$50.00 Month
10-12 Stations	\$55.00 Month
13-15 Stations	\$60.00 Month
16-18 Stations	\$65.00 Month
19-21 Stations	\$70.00 Month
22-24 Stations	\$80.00 Month
25-27 Stations	\$90.00 Month
28-30 Stations	\$105.00 Month

*Initial check out and repairs must be done prior to starting maintenance agreement

Irrigation Maintenance Agreement Contract

This service agreement contract has been agreed upon by (Owner's Name & Address) _____ . Start – Complete Date _____ Contracted by Cody's Irrigation and Landscape LLC (Service Provider) on this _____ day of _____ .

Cody's Irrigation and Landscape (Service Provider) has agreed to provide _____ visits every other month for a period of _____ months providing repair and maintenance services for the owners irrigation system. The service activities will be provided and completed in accordance with the terms and conditions attached to this agreement.

This agreement shall last for the term of _____ .

The fee for the service provided under this agreement shall be \$ _____ a month and will be due on the first of every month for the duration of the agreed upon term listed above. The first month's payment shall be made upon the signing of this agreement.

Additional fees for any service, installation, or replacement parts shall be discussed and agreed upon before it is performed.

Service provider shall provide additional unscheduled services and materials upon notification from the customer of any condition that we believe can adversely affect the operations of the irrigation system. Unscheduled services are not included in the monthly maintenance agreement. Customer will be charged at a rate of \$90.00 an hour.

The undersigned owner acknowledges and agrees that the information above is correct and complete. The owner also agrees to pay all charges under the agreement when done.

Cody's Irrigation and Landscape LLC Rep

Printed Name

Date

Customer Signature

Printed Name

Date

Terms and Conditions

- 1. Provision of Services-** The owner and Cody's Irrigation and Landscape have agreed that the services are provided on a bi-monthly basis. The fee for the check out of the system is included in the monthly fee. Up to \$25 in parts is included in the monthly fee. Any parts above the initial \$25 will be billed separately. Any additional repairs that are above and beyond the regular maintenance of the system or fall into the items listed in #2-#9 will be billed by the reduced hourly rate of \$90 along with parts. (Examples of what is included in the initial check out are listed on page 1)
- 2. Owners Obligation for System Maintenance-** The owner must promptly notify Cody's Irrigation and Landscape of any defects, problems, or complaints. Owners are required to have an initial check out and repair done at the regular rate plus parts prior to the first month's maintenance agreement.
- 3. Pets-** In the event the owner has pets; the owner agrees to have pets contained in a place that would not bring harm to the service technician or the animal.
- 4. Access-** The owner shall grant Cody's Irrigation and Landscape access to the control panel for services included in the agreement. It is the responsibility of the owner to make arrangements prior to appointment time. In the event the technician is not able to access the controller and has to come back for a second visit an \$90.00 fee will be imposed.
- 5. Unscheduled Visits-** Upon notice from the owner, Cody's Irrigation will perform services covered under the maintenance agreement for the following: damage from electrical outage, storms, flooding, and lightening, or damage from animals. Service provider will repair any damages at \$90.00 an hour plus parts during regular business hours.
- 6. Construction/Renovation Excluded-** Service provider will have no liability or obligation to repair any damages that are a result of home renovations/remodeling, or construction. Service provider will repair any damages at \$90.00 an hour plus parts during regular business hours.

- 7. Homeowner's Responsibility-** Cody's Irrigation and Landscape is not liable for any parts that have been damaged with by the homeowner. This may include head adjustment, having parts of the system relocated, or damaged by the use of lawn equipment and tools. In the event this occurs the homeowner will be liable for the cost of the parts and labor to repair it.
- 8. Large Vehicles Excluded-** Service provider will have no liability or obligation to repair any damages that are a result of damage done by a large moving vehicle with four wheels or over 175 pounds. This includes but not limited to the following vehicles: vehicle with tracks, trailer with four wheels, golf carts, riding mowers, trailers, tractors, trucks, cars, gators, and four-wheelers. Service provider will repair any damages at \$90.00 an hour plus parts during regular business hours.
- 9. Vandalism Excluded-** Service provider will have no liability or obligation to repair any damages that are a result of vandalism. Service provider will repair any damages at a rate of \$90.00 an hour plus parts during regular business hours.
- 10. Emergency Visits-** Upon notice from the owner, the service provider will perform after hour emergency services at a discounted rate of \$125.00 an hour plus parts. Emergency hours are anytime after 5pm and before 8am on weekdays and on weekends from 5pm Friday to 8am Monday morning.
- 11. Delays-** Cody's Irrigation and Landscape will not be liable for delays in performance or non performance caused by circumstances beyond control. Such events include but are not limited to storms, flooding, fires, government actions, labor shortage, or the inability to obtain materials, equipment or transportation.
- 12. Fees-** The service fees are listed below. Cody's Irrigation and Landscape has the right to change the rate at the end of the contracted date. A 30 day written notice must be given to owner prior to rate change.

- a. Six month contract \$_____ for a _____ station system.
- b. One year contract \$_____ for a _____ station system.
(includes a free backflow test- \$75.00 value)
- c. Two year contract \$_____ for a _____ station system.
(Includes a free backflow test- \$75.00 value and free rain sensor replacement if needed- \$250.00 value)
- d. Up to \$25.00 of minor parts will be replaced for free.

13. Payment- The owner shall pay for the services provided in accordance with the monthly payment terms. Unpaid balances remaining after 30 days from the date of the invoice shall accrue interest at a rate of 5% per month. The owner is responsible for paying all attorney fees and expenses, court costs, and any other costs incurred by service provider to collect any overdue balances and interest.

14. Termination- Failure to pay may result in service provider terminating the agreement without notice and shall have no further obligations if any amount remains unpaid after 60 days from the last billed invoice.

15. Service Provider Liability- Service provider must have workers compensation and general liability insurance on all employee and equipment while servicing owner. The service provider's liability under this agreement for any defect or failure is limited to an exchange of the product and or a return of the amounts paid for service/materials. No claim shall exceed the total paid for the service/materials for which damages are claimed. Service provider is not liable for lost profits or incidental damages.

16. Transferability- This agreement cannot be transferred, delegated, or otherwise assigned to any party without the prior written consent of the service provider.

17. Severability- If any term or provision of this agreement is deemed to be invalid or unenforceable, such a determination will not affect any of the remaining terms and provisions. All such remaining terms and provisions will remain in full force and effect.

18.Required Mediation- All parties will agree that any disputes, including the construction or application of this agreement, shall be submitted to mediation between the service provider and owner. All items must be fully documented. If the mediation does not result in a mutual settlement within one year from the date submitted, each party has the right to enforce obligations in a court of law. All reasonable attorney fees, court costs, and expenses incurred by the prevailing party are to be paid in full by the other party, as allowed by the applicable law.

19.Modifications- The terms of this agreement can only be modified if all involved parties have given a written agreement.