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Nevada Contractors License #74462 - Licensed, Bonded, Insured

***Irrigation Installation &
Repair
Terms & Specifications***

TERMS & SPECIFICATIONS

DEFINITIONS:

"CONTRACTOR" refers to Irrigation Solutions of Las Vegas, LLC, its employees, supervisors, managers, crew members, laborers, foreman, and subcontractors. "OWNER" which includes property owner, person deemed responsible such as tenant, occupant, neighbor, principle, 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 this service as scheduled and detailed, if 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 this service from being performed and if work is delayed, additional charges may apply for the repeat or return visits.

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 normal operations, that are not from intentional acts or negligent behavior are not the obligation of the CONTRACTOR to correct or compensate for. Reparations for any damages arising from the performance of this service are limited to the contracted amount of the service. CONTRACTOR will perform landscape service, repair and maintenance duties, however, ultimately the CONTRACTOR is not responsible for the health or condition of the landscape or property. It is the CONTRACTOR's intent to work with the OWNER of the landscape, to perform tasks as detailed and completing described duties; not to be responsible for the landscape. 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 practices, and weather, we cannot guarantee that we achieve and maintain results with this service. All irrigation reports provided are meant to document the irrigation & controller programming performed by CONTRACTOR and to alleviate and doubt or false accusations and assumptions, directed towards CONTRACTOR, for improper or incorrect programming in the event there is expense, damage, or waste involved with the amount of watering determined by the controller settings. The OWNER of the property understands that they are totally responsible for the water use and water damage regardless of who they use to assist them with the task of programming the controller. CONTRACTOR holds no responsibility for any homeowner's association violations on property.

NOTES & RECOMMENDATIONS:

OWNER is responsible for daily observations of the landscape conditions (wet or dry) and to notify CONTRACTOR of conditions in which help is needed. Irrigation controller programming may or may not be included in service, and may or may not use local water authority programming guide, direction from the OWNER, programmer discretion, current weather conditions (no matter how brief), how the irrigation emitters and sprinklers effect surrounding properties, landscape, buildings, vehicles, or personal items and the type and age of plant material being irrigated. During the months with more extreme weather conditions, irrigation repairs, adjustments, and temporary changes may be made without prior owner approval. If this is unacceptable, OWNER must notify CONTRACTOR to adjust the agreement to reflect the policy for these situations. Programming the controller does not guarantee results. Other conditions effect 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 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 CONTRACTOR and must be in writing or it is not valid. CONTRACTOR will offer an irrigation system limited warranty for parts and labor up to (1) year on most items installed. Warranty excludes any repairs necessary due to but not limited to neglect, improper use and/or care, vandalism, issues beyond CONTRACTOR's control, and acts of God.

WATER:

Owner agrees to provide water service at no additional charge to CONTRACTOR , during this service, for landscape and landscape related uses such as dust control, plant irrigation, digging, drinking, operation and maintenance of tools, materials, supplies and equipment, storage of nursery stock, washing, clearing and cleaning of landscapes such as sidewalks, patios, pool decks, driveways, streets, weather, and natural materials, concrete, asphalt and job site cleanup.

INVOICING:

Invoicing for all irrigation repairs 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 24% APR. It is also agreed that a lien may be placed against the property if payment is not made within 30 days.

If this contract for any foreseen or unforeseen reason is to be submitted to arbitration or any judicial courts, the balance due would accumulate 24% interest annually and OWNER agrees to pay any and all costs of collections, 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 Clark County, Nevada.

In the event of a returned 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.

All agreements are contingent upon strikes, accidents, inclement weather, act of God, or delays beyond our control.

CANCELLATION:

Should OWNER desire to cancel service, CONTRACTOR must successfully contacted by OWNER no less than 1 hour prior to scheduled service. Should CONTRACTOR not receive notification more than 1 hour prior to scheduled service and a service call is started, OWNER will be billed at the minimum rate. CONTRACTOR reserves the right to cancel service at any time through written notification and without cause.

WORK DELAYS:

If a scheduled service is stopped due to OWNER for any reason, regular charges will still be incurred for the scheduled services. If any portion(s) of the property are inaccessible on a scheduled service date, those portion(s) of the property will be skipped and regular charges will still be incurred for the scheduled service. Rescheduling of service for skipped portion(s) will be at the discretion of CONTRACTOR and may incur additional charges.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an additional charge over and above the estimate. Any change orders dictated by customer which result in a work stoppage will incur an additional "move-in" charge of \$500.00. Any installation completed according to the agreed upon contract/plan is considered final. Any changes to completed portions of the job requested by the customer will result in additional charges for labor and materials.

OTHER:

All agreements are contingent upon strikes, material availability, accidents, inclement weather, acts of God, or delays which are beyond our control.