

Irrigation Solutions of Las Vegas



Phone: 702.370.2828 - Fax: 702.947.2249

E-Mail: Info@IrrigationSolutionsLV.com - Website: www.IrrigationSolutionsLV.com

Nevada Contractors License #74462 - Licensed, Bonded, Insured

Seasonal & One-Time Landscape Service Terms & Specifications

Seasonal & One-Time Landscape Service Specifications

Definitions:

1. "CONTRACTOR" refers to Irrigation Solutions of Las Vegas, LLC, its employees, supervisors, managers, crew members, laborers, foreman, and subcontractors.
2. "OWNER" refers to 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.

Scope Of Work:

CONTRACTOR shall furnish all equipment, material, labor, and supervision required to complete the terms of contract.

General Specifications:

1. CONTRACTOR will perform the obligations of this contract in a professional and timely manner.
2. CONTRACTOR will follow safe and acceptable methods to reduce undesirable landscape conditions.
3. CONTRACTOR will leave work areas clean when leaving the property for the day.

Landscape Maintenance Services:

1. CONTRACTOR will service all landscaped areas and included common areas to be clear of weeds, leaves, litter, and debris on the day of scheduled service.
2. Gardening debris generated from work will be removed on the day of scheduled service.
3. Turf areas will be mowed and trimmed on the day of scheduled service, weather and soil conditions permitting.
4. Synthetic turf areas will be blown on the day of scheduled service. Upon request, power brooming of synthetic turf can be performed as an additional charge.
5. All flowerbeds will be weeded on the day of scheduled service.

Turf Maintenance And Care Specifics:

1. Turf will be maintained at a height of 1 ½" to 2 ½" in the winter months (October to March) and at a height of 2 ½" to 3 ½" in the summer months (April to September).
2. Any debris from lawn maintenance in sidewalks and gutters will be cleaned and removed on the day of service.
3. All turf adjacent to building, sidewalks, planter borders, trees, signs, light poles, and curbs will be edged. Edging will be concurrent with mowing.

Plant/Tree Pruning And Care Specifics:

1. Shrubs and plants shall be pruned to maintain a uniform look, or to maintain growth, within certain space limitations. Shrubs and plants with significant overgrowth will be trimmed as best as is possible without damaging due to overtrimming.
2. Shrub and plant pruning frequency will be based on contract specifications. Any additional trimmings requested will be billed as an additional charge.
3. Tree pruning is recommended and will be completed as best as is possible during the cool season, with the exception of the removal of dead wood, diseased wood, low branches, and branches creating a pedestrian or vehicular hazard. Trimming is included up to 10 feet. Any trimming requested above 10 feet will be billed as an additional charge.
4. All tree branches will be pruned back to the collar to promote healthy growth.
5. Lodge poles, ties, and guy wires will be placed only when necessary and will be billed as an additional charge. Once they are no longer needed, these will be removed at CONTRACTOR'S discretion.

Fertilization, Weed Control, And Specialized Chemical Applications:

1. Weed growth is a normal occurrence in desert landscaping. Periodic landscape maintenance will deter but not prevent this weed growth. Weeds in rocked areas will be treated on the day of service. Weeds may be pulled and/or sprayed depending on size of weeds, quantity, overall condition of property, and other factors.

2. Any concerns or complaints regarding weed presence in rocked areas must be brought to attention of CONTRACTOR within 48 hours after landscape maintenance service is completed. Otherwise, CONTRACTOR is not responsible for any issues concerning weed presence.
3. Shrubs will be fertilized, if included in contract. Additional fertilization applications requested will be billed as an additional charge.
4. Turf will be fertilized, if included in contract. High-quality and balanced fertilizers will be used. Type of application will depend on existing soil conditions and temperatures. Fertilizer will ensure healthy, green, and uniform grass.
5. Turf weed control, if included in contract, will be applied as needed. Weed control will be applied based on satisfactory weather conditions. Additional treatments can be applied upon OWNER's authorization and will be billed as an additional charge.
6. Turf aeration and overseeding can be provided upon request. These services will be billed as an additional charge.
7. Any specialized treatments including but not limited to disease, nutrients, pests, fruit preventatives, and fungus problems will be billed as an additional charge.

Irrigation System Inspection And Care:

1. CONTRACTOR will inspect and adjust the entire irrigation system as required, if included in contract.
2. CONTRACTOR will clean and adjust all sprinkler heads and emitters as necessary to provide adequate coverage and responsible water conservation, if included in contract.
3. Unnecessary irrigation apparatus such as drip systems that do not service particular plants will be taken out of service and capped, if included in contract. Capping shall be such that they may be reactivated at a later time.
4. Burial of exposed irrigation systems due to improper installation is not included in maintenance packages. These services can be provided at the request of the OWNER and will be billed as an additional charge.
5. Any minor repairs (\$25.00 or less) will be made as necessary and will be billed as an additional charge.
6. Any major repairs (more than \$25.00) will be recommended to OWNER and completed upon authorization. All irrigation repairs will be billed as an additional charge.
7. Irrigation clocks will be programmed, in accordance with the Southern Nevada Water Authority's guidelines, up to four times per year, if included in contract. Additional clock programming visits will be billed as an additional charge. If CONTRACTOR deems it essential to deviate from said guidelines for the health of the landscape, OWNER gives approval.
8. If included in contract, residential OWNERS are responsible for notifying the CONTRACTOR that clocks need to be programmed at least 2 days prior to the next scheduled service date as well as for providing access to the clock.

Pet Waste & Cleanup:

1. Pet waste pickup is not included. Upon request, pet waste pickup can be performed as an additional charge.
2. In the event that pet waste pickup is necessary to complete routine maintenance, there will be an additional minimum charge of \$10.00 per service to the OWNER.

Seasonal Plant Care:

1. Winter wrapping and treatment of many varieties of plants and palms is highly recommended in order to maintain optimal plant conditions. CONTRACTOR is pleased to provide appropriate care upon OWNER'S request. These services are not included in maintenance programs and will be billed as an additional charge.

Lighting System Inspection:

1. Lighting system inspection and repair are not included. These services can be provided at the request of OWNER and will be billed as an additional charge.

Pool & Pond/Water Feature Treatments:

1. Pond and water feature cleaning and treatment services are not included. Pool cleaning and treatment services are not included in maintenance packages.

Service Scheduling & Property Visits:

1. Should OWNER request specific service dates or times for one or more services, CONTRACTOR reserves the right to assess a re-routing fee to cover any expenses incurred by the CONTRACTOR due to this request. Should CONTRACTOR deem this necessary, OWNER will be notified prior to rescheduling the service to requested time/date.
2. CONTRACTOR reserves the right to change/alter scheduled service dates and times as necessary. CONTRACTOR shall provide advance notice in the case that any expected rescheduling should occur. Should CONTRACTOR deem it necessary to change scheduled service date and/or time, service will still be provided as per the terms of the maintenance contract. Should OWNER refuse service at the date/time the CONTRACTOR proposes for rescheduling, the service date in question will be skipped and OWNER will be billed for the service.
3. In the case of holidays and/or inclement weather, CONTRACTOR will make every effort to reschedule service at a convenient time. However, CONTRACTOR reserves the right to skip service on such dates. OWNER will be notified as soon as rescheduling/cancellation of the service is deemed necessary.
4. Any additional site visits (outside the days of scheduled service) requested by the OWNER to perform additional work, checkups, and any other services not expressly listed in the contract will result in additional charges including, but not limited to, a trip charge.
5. CONTRACTOR will make a reasonable effort to visit the property at OWNER'S request in the case of questions regarding the fulfillment of contracted services. Should a visit be requested by OWNER for an item that is outside the scope of contracted services, if the issue in question is deemed to be at no fault of CONTRACTOR, or if the issue is deemed to be unrelated to the services provided by the CONTRACTOR, CONTRACTOR reserves the right to assess a trip charge.

TERMS

PROPERTY ACCESS:

OWNER agrees to provide necessary access for CONTRACTOR to provide contracted 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.

DISCLAIMERS:

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, up to one month's total service rate. 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, 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. OWNER understands that they are fully responsible for water usage and/or any related violations due to water usage as well as damage regardless of who they use to assist them with programming irrigation controller(s) and or servicing the irrigation system at property. CONTRACTOR holds no responsibility for any homeowner's association violations on property.

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 one-time & seasonal services will be sent per service. Payments will be due on a "Net 10" basis.

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.

SERVICE STOPPAGES:

Should service be suspended for any reason, original service rates are not guaranteed upon reinstatement of service. An additional cleanup fee may be incurred upon reinstatement of service.

CANCELLATION:

Service may be cancelled by OWNER given written (mail or e-mail) notice 7 days preceding desired date of cancellation. 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.

OTHER:

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