



## **E. PREVENTIVE MAINTENANCE AND REPAIRS**

The budget is based on the time allotted per visit to perform system preventative maintenance. During scheduled inspections, your technician will make adjustments including:

- 1) Adjust sprinklers to compensate for turf and plant growth based on the original design.
- 2) Clean and regulate sprinkler nozzles for arc of throw and rate of discharge.
- 3) Adjust as needed, the operating parameters of the SMART controller for water-efficient operation.
- 4) Remote-control and/or site investigation of system alarms, schedule and/or program adjustments, react to your requests (such as system holds for events, extra water for new plants, etc.)
- 5) Repair services will take place generally as listed (See also Section I):
  - a. Replace damaged or failed parts & assemblies of sprinklers, field controls, piping and wiring at time & material rates.
  - b. Repair parts totaling less than \$10 and performed within the allotted preventive maintenance labor time will not be charged to your card.
  - c. Repair parts costing more than \$10 your card will be charged. Repair labor charges may apply.
  - d. Significant repairs will require your verbal approval or a signed fee proposal depending on the nature of the repair.

## **F. SMART CONTROLLER WARRANTY**

After the SMART irrigation controller is installed and placed into service, you will be qualified for an ongoing equipment failure warranty if you continue uninterrupted enrollment. IBD will update firmware, repair or replace the controller, weather station or communication module should failure occur. For damage caused by you or others, there may be a fee to repair or replace otherwise warranted components. This warranty only applies to the SMART irrigation controller, weather station and communication module.

## **G. SYSTEM PERFORMANCE REVIEW/CHANGES TO THE SYSTEM**

This subscription assumes your residential landscape irrigation system to be in maintainable condition by IBD best-practice standards. If you are a new or returning client, IBD will assess the operation of the irrigation system at the time of spring start or initial review and before installing program features. If irrigation system condition or performance is below IBD best-practice standards or the system fails to perform satisfactorily, Irrigation by Design, Inc. will furnish a fee proposal to complete necessary repairs, retrofit improvements or updates. Upon receiving your approval, the repair/retrofit service will be completed as a separate project and charged separately to your card. Should you decline proposed repairs, improvements or updates, the agreement may become void, by our discretion.

If the irrigation system was not installed by IBD, we will not be responsible for inadequate watering coverage due to system design. If the irrigation system does not deliver adequate watering coverage, we may submit a fee proposal to improve the system. If approved, the improvement will be conducted as a separate project and charged separately to your card. Should you decline the proposed improvements, the agreement may become void, by our discretion.

## **H. TERM & ADDITIONAL TERMS AND CONDITIONS**

The initial term of this subscription is three consecutive seasons, April through October, and begins on receipt of this signed document, installation fee and first month's subscription payment and will continue for the season in which the subscription becomes effective, for two subsequent seasons and season-to-season thereafter. No waiver, changes or modification is binding upon either party unless approved. Program pricing and features are subject to change. This subscription will automatically renew April 1 of each subsequent year after the initial three-season term unless cancelled in writing by one or both parties 60 days in advance of April 1. Your card will be charged about the first day of each service month, for that month of subscription service. Additional fees incurred (such as repairs), will be charged separately to your card as incurred.

In the event you terminate the subscription after your initial three-season term, you may keep the SMART controller and weather station or request IBD to reinstall your original controller or a similar style original controller if your original controller is no longer available (a controller exchange labor fee may apply). IBD always retains ownership of the communication module and remote valve actuator. Should you cancel this subscription before the end of the initial three-season term, you authorize IBD to charge your card an early termination fee based on the season in which you terminate the subscription. Typical early termination fees:

- Season one subscription termination = \$1,200 early termination fee
- Season two subscription termination = \$ 700 early termination fee
- Season three subscription termination = \$ 350 early termination fee

Unless otherwise stated in writing, an early termination fee applies only to the first three-season term of a client subscription. In the event you sell the property in which the subscription is in its first three-season term, the subscription may be transferred to the buyer based on approval of all parties. Should the buyer decline to continue the subscription, no early termination fee will be applied to the seller or the buyer and at IBD's discretion, some or all the affected equipment may be removed and/or exchanged for conventional equipment, leaving the buyer with a conventionally operated landscape irrigation system.

Unless otherwise specifically stated in writing, the following will not be warranty-covered under this subscription:

1. Repairs resultant of fire, flood, accident, abuse, vandalism, organic matter or acts of nature.
2. Repairs resultant of snowplows, mowers, landscaping & others.
3. Alterations or extensions of the system.
4. Inadequate coverage caused by original system design, change(s) in available water or governmental mandates.
5. Repairs resultant of broken plumbing/piping within the home/structure, incl. valves, pipe, meters, etc., regardless of cause.
6. Water purveyor charges, fees or penalties, including leaks.

This subscription is strictly for routine maintenance inspections and does not constitute "pre-payment" for service. Routinely scheduled maintenance visits will not be exchanged for service requests made outside the scheduled interval. Your subscription fee may vary based on several factors including system size, condition, custom requests by you and your distance from our offices. We will verify with you the known costs of service before finalizing your enrollment. Appointments are made and verified using voice and/or technology.

You will make irrigation system plans/drawings/history available to us. If system plans/drawings are not available, efforts to complete repairs or retrofit projects may be more difficult and expensive.

Use of an IBD-owned remote water valve actuator applies to municipal water or well water-based irrigation systems. Its use is intended to streamline the appointments process enabling us to conduct many tasks without the need for you to be home. The receiving water valve must be a conventional ball valve in good condition and located to enable addition of the remote water valve actuator and within range of our 900Mhz remote-control module. A nearby electric outlet that you will not unplug is required to power the actuator. If your plumbing is not adequate to add the actuator and you want the convenience of this feature; you may have to pay your plumber to adjust plumbing to accommodate adding the actuator. Depending on your plumbing configuration, you may be required to perform some seasonal tasks to support our work. If we don't or are unable to install this feature, there is no adjustment to the subscription fee.

If you request that IBD repair a failed (not damaged by others) SMART controller, weather station, cellular module, or remote water valve actuator independently of a scheduled visit, that is, *a non-scheduled service visit*, covered components will be replaced at no charge for the components, however, published service technician labor and drive time rates will apply.

## **I. SUBCONTRACTED WORK, WARRANTIES AND DAMAGE CONSIDERATIONS**

Unless otherwise indicated in writing, IBD does not warrant the work of subcontractors. If work includes using subcontractors, you must check with your account representative to determine what warranties, if any, are available.

IBD makes good faith efforts to minimize damage to landscape, hardscapes and structures. If IBD is the prime contractor of a property or work project, we will assume responsibility for damage to landscape, hardscape and structures due to gross negligence provided IBD is included in inspection of areas in question, agrees that the nature of the damage was caused by efforts of IBD, and is given first right of refusal to repair and reasonable time to make repairs. If IBD is not the prime contractor of a property or work project, IBD will not assume any responsibility for damage by others to landscape, hardscapes or structures.

## **J. PAYMENT POLICY**

Payment for the IBD residential maintenance services subscription will be made via automated monthly payments, seven payments per season using your selected card on file with IBD's credit card processing service. Payment for work outside of the basic subscription such as billable repair services, parts and/or labor, will be charged to your card on completion of work or at the end of each progress billing period during the work.

New or replaced parts costing more than \$10, installed during a service visit will be charged to your card. Extensive repairs will result in communication with you for permission to proceed. Any individual preventive maintenance visit requiring more than the time allotment will be invoiced at the Technician labor rate of \$169/hour billed in 15-minute increments. Repair work is separate from preventive

maintenance work and charged at \$169/hour plus parts, one-hour minimum. If needed, an apprentice rate of \$119/hour will be added to the Technician labor rate for apprentice labor. For expensive work, we may request payment by other means than your card or, we may add a card processing fee to cover charges from the card processor.

Overdue invoices are subject to a FINANCE CHARGE of 1.5% per month. THIS IS AN ANNUAL PERCENTAGE RATE OF 18%. The FINANCE CHARGE is computed on the outstanding unpaid balance for each day after adding new charges and deducting all payments and credits on the account. The FINANCE CHARGE is computed by multiplying your daily balance by the periodic rate for each day, that is, 18/365 or 0.04932% per day, then at the end of the billing period, adding the finance charge for each day in the billing cycle. Payments are first applied to FINANCE CHARGES, then to the oldest balance, moving to newer balances. No FINANCE CHARGE will be added if the entire invoice is paid in full within 30 days of the invoice date. If you pay by check and the bank returns your check to us unpaid, we may add a returned check fee of \$35.00 to your account for each returned check event.

If your account becomes delinquent services may cease upon our discretion, until the account is brought into non-delinquent status. If your account becomes delinquent and legal action is deemed necessary by us to collect, you understand and agree that you will pay all costs of collection including attorney fees.

**K. LIEN NOTICE**

WHEN YOU HIRE IRRIGATION BY DESIGN, INC. WE ARE PROVIDING SERVICES TO EITHER IMPROVE YOUR PROPERTY OR MAINTAIN THE IMPROVEMENT OF YOUR PROPERTY. WE ARE MANDATED BY LAW TO NOTIFY YOU THAT ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THEIR CONTRIBUTION. UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS OR COMPANIES WHICH SUPPLY LABOR OR MATERIALS FOR IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM THE CONTRACT PRICE OR WITHHOLD THE AMOUNTS DUE UNTIL 120 DAYS AFTER THE COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS OR COMPANIES WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GIVE YOU TIMELY NOTICE.

**L. APPROVALS**

I choose to enroll my residential single-family landscape irrigation system into the Irrigation by Design, Inc. residential maintenance service subscription and authorize Irrigation by Design, Inc. to deliver services unto my landscape irrigation system in good faith and per the terms and options listed in this document:

\_\_\_\_\_ Client signature \_\_\_\_\_ printed name \_\_\_\_\_ date

I authorize Irrigation by Design, Inc. to register my credit/debit card and to charge my card for services:

\_\_\_\_\_ signature \_\_\_\_\_ name on credit card  
\_\_\_\_\_ type of credit/debit card (Visa, Master, etc) \_\_\_\_\_ credit/debit card #  
\_\_\_\_\_ credit/debit card billing street address \_\_\_\_\_ billing city \_\_\_\_\_ billing zip code  
\_\_\_\_\_ credit/debit card expiration date (xx/xxxx) \_\_\_\_\_ CSC/security code