

## **Ultimate Lawn Sprinklers (Contractor)**

### TERMS AND CONDITIONS

#### IRRIGATION / SPRINKLER SERVICE AGREEMENT

This Agreement is entered into between the Contractor and the Customer for inspection, maintenance, repair, winterization, activation, and related irrigation system services at the service property identified in the order.

##### 1. Authorization to Perform Work

Customer authorizes Contractor to access the property and perform requested irrigation system services. Customer represents they are the property owner or authorized agent of the owner.

Customer grants permission for reasonable access to exterior water supply, electrical controls, valves, and sprinkler components.

##### 2. System Condition

Customer acknowledges the irrigation system is a mechanical system subject to wear, corrosion, soil movement, root intrusion, and hidden damage. Contractor does not guarantee that all defects will be discovered during any service visit.

Contractor is not responsible for pre-existing conditions or failures that occur after service due to age, deterioration, or unseen defects.

##### 3. Winterization and Freeze Damage

Winterization reduces the risk of freeze damage but cannot eliminate it.

Customer understands freeze damage may occur due to weather conditions, power failure, improper drainage, trapped water, or system design.

Contractor shall not be liable for frozen pipes, cracked fittings, manifold damage, backflow damage, or underground line breaks occurring after winterization service is completed.

#### 4. Water Supply and Electrical Service

Customer is responsible for maintaining functional water supply and electrical service to the irrigation system.

Contractor is not responsible for damage or malfunction caused by:

- Water pressure changes
- Municipal supply issues
- Electrical surges or outages
- Controller battery failure
- Closed valves or shutoffs not controlled by Contractor

#### 5. Underground Conditions

Customer shall identify and mark private underground installations including but not limited to:

- Invisible pet fences
- Landscape lighting wiring
- Private electrical lines
- Septic systems
- Drainage piping
- Well lines
- Utility lines not marked by public utility services

Contractor is not responsible for damage to unmarked or improperly marked underground items.

## 6. Landscaping and Property Conditions

Service work may require digging, exposure of piping, or movement of soil and turf. Contractor will use reasonable care but cannot guarantee restoration to original condition.

Contractor is not responsible for:

- Turf stress or discoloration
- Plant damage
- Soil settlement
- Root disturbance
- Staining from iron or water deposits
- Water runoff or saturation conditions

## 7. Performance and Coverage

Contractor does not guarantee lawn quality, plant health, watering adequacy, or irrigation coverage results. System performance depends on design, pressure, weather, and soil conditions beyond Contractor's control.

## 8. Repairs and Parts

Replacement components may differ in brand but will be functionally compatible. Manufacturer warranties apply only to parts unless otherwise stated in writing.

Contractor is not responsible for manufacturer defects.

## 9. Limitation of Liability

To the fullest extent permitted under New Jersey law, Contractor's liability is limited to direct damages caused solely by Contractor's proven negligence during the specific service visit.

Contractor shall not be liable for:

- Water damage
- Mold
- Structural damage
- Utility charges
- Landscape loss
- Consequential or incidental damages

## 10. Indemnification

Customer agrees to indemnify and hold Contractor harmless from claims arising from pre-existing conditions, system design defects, lack of maintenance, alterations by others, or customer misuse of the irrigation system.

## 11. Access and Safety

Customer shall secure pets and provide safe access to the work area. Contractor may leave the premises if conditions are unsafe.

Contractor is not responsible for delays caused by blocked access or hazardous conditions.

## 12. Cancellation and Missed Appointments

Customer must provide reasonable notice to cancel scheduled service. Contractor may charge a service call fee for missed appointments where access is not provided.

## 13. Payments

Payments are due upon completion of work.

## 14. Governing Law

This Agreement shall be governed by the laws of the State of New Jersey. Any legal action shall be brought in the county where the property is located.

## 15. Entire Agreement

These Terms constitute the full agreement governing irrigation services unless modified in writing and signed by both parties. Acceptance of service constitutes acceptance of these terms.