



557 Salmon Brook Street Granby, CT 06035
 (860) 844-0004 1-800-529-6770
 www.grasshelper.com
 Your phone #'s

| | |
|------------------------------------|-------------|
| Sprinkler service agreement | |
| Contract Year | 2007 |
| Terms | Net 30 days |

All labor will be billed a rate of
 \$ 80.00 + Tax
per man hour.
One hour minimum charge for
any service call.
This includes spring inspection.

Please make any changes to billing information.

JOE NAME

Rates apply to all sprinkler services other than winterization. Parts and tax are not included. Any time that you call for service, you will be billed hourly. This includes spring inspection. The company need not contact the customer for approval of any work less than \$ **250.00** for each service call.

| Initial one or more box(es). | Initial the individual service that you prefer. |
|------------------------------|---|
| <input type="checkbox"/> | Schedule me for a spring start up of my lawn sprinkler system. This includes an inspection of sprinkler components, adjustments, and replacement of defective parts. The cost will be determined by the size of the job and the extent of the repairs needed. This service is usually performed April through June. <u>You will be contacted for an appointment approximately three (3) days before services are rendered.</u> |
| <input type="checkbox"/> | Please include me on the automatic winterization list. The price is listed at the bottom of this form in the gray box. Please have your water turned off no later than October 1st. You will be reminded by post card to turn your water off. <u>You will receive confirmation of winterization after services have been rendered.</u> You will be billed upon completion. |
| <input type="checkbox"/> | On call. I (property owner) will call for services on an as needed basis. I agree to the terms and conditions of this agreement. For service call (860) 844-0004. <u>You must sign and return this agreement to receive any service work.</u> |

OR

| | |
|--------------------------|--|
| <input type="checkbox"/> | Include me on the "Total Care Service Program". If you are eligible for this program, the price will appear in the box at the bottom of this page. This option includes priority scheduling, a spring inspection, summer inspection, and fall winterization. All of the covered defective parts will be replaced at no additional charge. There is a 15% discount for all parts and services that are not covered. See the conditions on the reverse side of this form. <u>You must prepay for this service when you return this form. The registration deadline is April 15th.</u> |
|--------------------------|--|

| | | |
|--|------------------------------------|---------------------------------|
| Email Address Required for perpetual agreement | Winterization Price (Tax Included) | Total Care Price (Tax Included) |
| Total care is not available at this time | | Not available |

Annual Contract _____ Date _____

Sign within shaded box to make this agreement ongoing. See Reverse.

Terms and Conditions for Service

The terms and conditions of this agreement apply to any and all service performed throughout the service period unless there is a separate written estimate for a specific task such as zone additions.

In this agreement Grass Helper Lawn Care, Inc., its employees and sub contractors will be known as "the Company". The person or residence receiving the work will be known as "I, Me, or Owner".

Limitation of Liability

The company shall be insured for workers compensation and liability at all times. Proof of insurance is available upon request. The liability of the company to the customer for damages of any cause whatsoever and regardless of the form of action, shall be limited to the actual cost of replacement or repair. This limitation of liability will apply to claims of personal injury or damage to real property or tangible personal property caused by the company's negligence.

Right to Cancel

Either party may cancel this agreement within 72 hours of its signing. After 72 hours the customer may cancel the agreement at any time with 72 hours notice by sending a written letter of cancellation to the mailing address on the front of this agreement. The cancellation letter must be sent by certified mail to insure that both parties are aware of the action. This does not apply if the customer calls for immediate on-site service.

Terms of Payment

The payment terms and rates are printed on the front of this form. All overdue accounts will be subject to a service charge of .015% per month (18% APR). The owner will also be held liable for the payment of collection fees including but not limited to liens, attorney fees, sheriff fees and court fees. Sales tax is not included in any hourly rates and will be charged accordingly.

Winterization

The company will not be held liable for any personal injury or property damage caused by improper system activation by the owner. This includes activation during freezing weather. Since the company has no control over system activation, the company shall not be held responsible for freeze damage to the system.

Parts

The company will determine the price of all parts used.

Other

The company reserves the right to impose a surcharge not to exceed \$5 per service call if gas and/or diesel prices exceed \$2.50 per gallon at our fueling location.

The company reserves the right to charge for travel time either 10 or from the job for any service call. A) more than 25 miles from our base. B) For any set appointments in which the customer fails to provide access to the system or is otherwise unavailable for any set appointment.

Perpetual Agreement (Ongoing)

This agreement can be made ongoing until further notice by signing the bottom line of the reverse side of this agreement. The customer must provide a current email address. All future contract amendments will be made annually by email. Contract updates can be obtained by going to www.grasshelper.com or by calling the main office.

None of the services on this agreement include back flow device testing. Testing is usually performed by your local water supplier.

The term of this agreement will be for 12 consecutive months from the date it is signed, or until the perpetual agreement has been properly terminated. The cost of the Total Care Package covers one season, and will be billed annually for continual coverage.

Total Care Service Agreement

What is Covered:

The following items will be repaired or replaced at no additional charge, if they are found to be inoperable due to normal use or wear: Backflow prevention device, control device, rain sensor, any dedicated irrigation piping, all sprinkler heads, control valves and wire.

Services Included

1. Priority Spring inspection, adjustments, replacement of covered parts.
2. Same service as above in early to mid summer.
3. Priority Winterization in the fall. You will be notified by mail to turn water off.
4. A 15% discount for any irrigation service items or labor not covered by this agreement.

What is Not Covered:

Any sprinkler component damaged by tools, equipment, misuse, and extreme act of God. Items will not be covered if they are damaged by electrical surges, fire, flood, ice, wind, falling trees, freeze damage, etc.

Limitations:

1. Only one control and backflow preventer will be covered in this agreement period.
2. No vandalism of any kind will be covered.
3. Water filter elements are not included.
4. Water pumps and relays are not included.
5. Unless otherwise stated in this agreement, the regular service rate will apply to all labor in excess of five man-hours per contract service period. Service calls will be limited to five without additional charge.
6. To receive the 15% discount for additional services, payment must be received within ten days. This discount applies to service work only. The discount does not apply to additions or renovations due to construction.
7. This agreement applies only to components installed by the company.
8. Major changes in system layout are not included in this agreement.

You Must sign and return this agreement to receive any service work.