



407-468-4295

Irrigation Membership Agreement

The GroundUp Property Services, INC. Membership Agreement provides a thorough inspection of your irrigation system. The frequency of this inspection(s) and cost is provided based in the terms noted below. This membership agreement is to ensure peak performance of your system and, where possible, identify potential issues in your irrigation system.

Residential / Commercial Membership Fee: \$ _____

Please refer to the following list for specific coverage under your agreement.

- Thorough inspection of your irrigation system
- Test operation of all irrigation zone valves – up to _____ zones for this membership
- Inspect, adjust, align, and clean sprinkler heads as needed*
- Check and adjust rain sensor operation
- Sprinkler timer inspection and programming
- Water pump and water pressure evaluation
- 10% off all parts and labor

**If drawing from a body of water for your irrigation system, this membership includes inspection of the pump filter and cleaning of 10 sprinkler heads per inspection. There will be an additional charge for cleaning more than 10 sprinkler heads and cleaning or replacement of the filter.*

Any parts and the labor not listed above, will be billed at the prevailing parts and labor rates and with an active membership, receive 10% off the final, after tax price.

Irrigation Membership Inspections will be scheduled during normal working hours, Monday through Friday, 8 a.m. to 4:30 p.m.

PLEASE CALL TO SCHEDULE A CONVENIENT SERVICING DATE

Customer Name: _____

Customer Address: _____

Customer Phone Number(s): _____

Customer Email Address: _____

Membership Start Date: _____ Inspection Frequency: _____

I fully agree to the terms referenced in this agreement. I have read and understood the Irrigation Membership Terms and Conditions, and upon signing this document, will pay GroundUp Property Services, INC.

\$_____ for _____ inspections a year membership.

Customer Signature: _____ Date: _____



Irrigation Membership

General Terms and Conditions

1. **Disclaimer:** Irrigation System Inspections performed by GroundUp Property Services, INC. are performed in accordance with the Standards of Practice recommended and followed by industry regulators, suppliers, and contractors. Every reasonable effort was made to conduct a visual, non-invasive evaluation of the entire irrigation system; however, it is possible that one or more areas of the system could not be fully evaluated due to obstructions, or the inability to locate valves, heads, or pipes at the time of the inspection. Additional visits to complete the full inspection, if necessary, will be an additional charge.
 - A. This is not an exhaustive irrigation electrical or plumbing inspection. We are not licensed electricians or plumbers to verify that all areas of the system are up to the current codes. Many houses and irrigation systems are NOT up to current codes and making changes or renovations may require electrical work to bring an older system up to current standards.
 - B. This inspection is looking for current irrigation problems. While it is not designed to determine future use or every eventuality such as renovations, additions, or other unforeseen irrigation needs you may have in the future, we do our best to forecast potential problems and/or the growing needs of your system. If you are planning on making significant irrigation system changes or renovations, GroundUp Property Services, INC. can make recommendations for qualified contractors to help with these updates.
2. **Payment.** Charges for agreement will be invoiced annually. If customer fails to pay within 30 days of billing date, GroundUp Property Services, INC.. (Company) has the right to impose a late payment charge (finance charge) on unpaid balances at the monthly periodic rate. Agreements not paid in full within three months will be removed from customer's account and any services performed during this period will be billed at Company's prevailing rates. Upon breach of terms or default in payment, Company reserves the right to withhold service. Failure on the part of the customer to make payment when due shall relieve the seller of the entire obligation of providing service under this agreement.
3. **Renewal.** This agreement cancels and supersedes all prior agreements between the two parties for service. Agreement is effective on the date of invoice and will remain in force for one (1) year. Agreement is self-renewing and will renew annually at prevailing rates, terms, and conditions, unless and until terminated by either party in writing, not more than 30 days from billing date.
4. **Cancellation.** Either party may cancel this agreement by providing 30 days written notice. Agreement is transferable to a new homeowner when service is established with the Company. After 30 days from invoice date, there is no refund of this agreement.
5. **Conditions of Coverage.** Upon initial visit by technician, system will be inspected as outlined in the Irrigation Membership Agreement. If, upon inspection, the equipment covered ceases to meet acceptable standards for continued coverage, all costs for parts and service rendered prior to the date of cancellation will be applied against the cost of the agreement. Any remaining balance will be refunded to the customer. The Company reserves the right to postpone services for unsafe or unsanitary conditions. If the equipment under agreement is no longer economically repairable, we will provide customer with a quote to replace. Until replacement takes place, no further service work will be performed. Customer is to keep equipment accessible and free from any obstructions that deter proper servicing of equipment. Obligation to furnish replacement parts is subject to availability of parts from normal sources of supply. If parts are unavailable or obsolete, contract coverage on these items is voided.
6. **Exclusions.** Agreement does not cover parts or labor when failure is a result of the following: Unnecessary or nuisance calls will be charged and paid by the customer at prevailing rates. Examples of such are: continued breakage of sprinkler heads and/or lines, power surge, sprinkler timers set outside of normal cycles recommended for the landscape, emergency switches or disconnects turned off, circuit breakers tripping and blown fuses due to power outages, etc. Company will not be held responsible for any changes, additions or deletions to existing equipment that may be dictated by local codes, government authorities, insurance companies, or any other third party unless authorized and paid for by the customer.

7. This agreement does not cover loss or damage resulting from fire, water, windstorm, hail, lightning, earthquake, theft, riot, misuse or abuse, or any other circumstance beyond the Company's control. This agreement does not cover high voltage electrical work, blown fuses, disconnects, circuit breakers, plumbing or piping outside of the sprinkler system, wells, or other equipment beyond that listed herein. Additional equipment used in conjunction with the operation of the system, such as water purifiers, water conservation systems, etc. is not covered under this agreement. Design criteria, improper sizing, or design deficiencies created by changes to the landscape, hardscape, shape of the yard, etc., beyond failure of equipment covered herein would be subject to an additional charge. Liability for injury or damage to persons, property, main water lines, or equipment, or consequential damage resulting from defects in or non-operation of equipment or its accessories, are not covered by this agreement.
8. **Default by customer.** Company reserves the right to terminate agreement without notice or refund if any of the following occur: Customer permits any person other than an employee or authorized representative of Company to perform service on customer's irrigation equipment. Customer fails to keep account current in accordance with existing credit policy of Company. In such case, Company reserves the right to withhold service.
9. **Irrigation Membership Inspection (IMI).** This service is provided under the agreement but holds no monetary value. It is the customer's responsibility to contact our office to schedule inspection. IMI will be performed during normal working hours, Monday through Friday 8 am to 4:30 pm. Company is not responsible if IMI is not performed due to the unavailability of customer to schedule work.
10. **Service Hours.** Normal service covered by this agreement including IMI, will be performed during our regular working hours, Monday through Friday, 8:00 am to 4:30 pm. Emergency service will be provided and billed at Company's prevailing rates. Emergency service constitutes unable to use house water due to leak in sprinkler system.
11. **Resolving Disputes.** If a dispute arises under this Agreement, both parties agree to waiver of a jury trial and first try to resolve the dispute with the help of a mutually agreed-upon mediator in Florida. Any costs and fees, other than attorney fees associated with the mediation, shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator. Judgment upon the award rendered by the arbitrator will be entered in any court in Seminole County, Florida with the jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.
12. **Attorney Fees.** If any legal proceeding is brought for the enforcement of this Agreement after arbitration could not be achieved, in connection with any provision of the Agreement or other dispute concerning this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney fees incurred in connection with such legal proceeding. The term "prevailing party" shall mean the party that is entitled to recover its costs in the proceeding under applicable law, or the party designated as such by the court.
13. **Jurisdiction; Service of Process.** This Agreement shall be constructed and governed by and under the laws of the State of Florida, without regard to its conflicts of laws principles. Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced and prosecuted only in the state or federal court in Seminole County, Florida, and Receiving Party consents to the jurisdiction of such a court. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere. Customer waives any requirement that GroundUp Property Services, INC. prove the economic value of the Membership Agreement or post a bond or other security in connection with the enforcement of its rights hereunder.

14. KEEP A COPY OF THIS AGREEMENT FOR YOUR RECORDS

Customer Signature: _____ Customer Name (Print:) _____

Date: _____