

# **Aqua Pro Irrigation**

Maintenance

Repair

7309 Park Lane Road, Lake Worth, Florida 33449 (561) 963-3046 Fax (561) 434-7668

June 7, 2021

## **Irrigation Maintenance and Repair Agreement**

Aqua Pro Irrigation Inc. (contractor) will provide the following professional irrigation maintenance services for CARLTON HOUSE, (client) Services are to be performed at 2701 S. Ocean Blvd., Highland Beach, FL, the site as outlined:

### **Intent of Agreement**

It is the intent of this Irrigation maintenance and repair agreement that the Irrigation at the site be maintained in a first class condition at all times.

### **General**

1. The Contractor will provide supervision to assure that all work will be done in accordance with this agreement and generally accepted good practice. The site will be toured and inspected by supervisory personnel with an HOA board member at the client's discretion.
2. This agreement will become effective on June 2021 and will be for a term of one year and automatically renew unless 30 day written notice is given prior to the end of the term. This agreement may be cancelled by either party upon thirty (30) days written notice.

### **Irrigation System Maintenance**

1. AQUA PRO IRRIGATION INC. will perform the following tests each month:
  - a. Check time clocks for proper operation and set start/run times as needed.
  - b. Check each zone valve for automatic operation.
  - c. Check entire property for any breaks to include heads, pipes and valves.
  - d. ALL work orders will be completed at time of sprinkler check unless otherwise noted by sender as an emergency. All emergency work orders will be handled immediately on a time and material basis. No emergency work will be performed unless Management Company has been contacted and approval has been given.

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2. AQUA PRO IRRIGATION INC., will perform the following repairs each month:
  - a. Unclog nozzles and adjust spray patterns as needed.
  - b. Raise heads as needed due to growth and settling in turf areas.
  - c. Clean heads when needed to allow proper spray pattern.
  - d. Replace broken heads.
  - e. Repair broken zone lines 1 ¼" or smaller (labor charged only if under major obstacles as noted in section 3h)
  - f. All material listed above in section 2 will be billed with no additional labor.
  
3. AQUA PRO IRRIGATION INC., will report any additional areas needing attention for review and approval by the association and/or property management company including but not limited to:
  - a. Mainline breaks
  - b. Valves not coming on or stuck on
  - c. Time clocks not functioning properly
  - d. Pumps not functioning properly
  - e. Damage caused by other contractor
  - f. Damage caused by property owner
  - g. Damage due to vandalism.
  - h. Pipes or heads broken under trees, walkways, pavement or other obstructions.
  - i. Adding or relocating heads for proper coverage.
  - j. Clogged pipes, causing low pressure to heads.
  
4. Client will be charged for all parts used and charged labor for breaks above 1 ¼", clocks, valve repairs, excessive vandalism, pump, and electric repairs. Example of fees: Labor (\$70.00) per man hour for technician and if needed (\$40.00) for helper. If Electrical work or wire tracking is needed it will be billed at (\$95.00) per man hour.
  
5. All pump stations will be locked if enclosure is provided around system and key made available to contractor.

## **Emergencies**

All emergencies will be handled as soon as possible but no longer than 24 hours after notification to contractor.

## **Compensation**

*CLIENT will make payments to CONTRACTOR for services performed as noted above. Invoices will be submitted by the 15<sup>th</sup> of each month, for that month's service, and will be due and payable upon receipt. This account shall be considered delinquent if not paid by the 15<sup>th</sup> of the following month. Delinquent accounts are subject to a 1.5% monthly service charge. Service will be suspended until account is made current. If delinquent accounts are referred for collection or legal action, the prevailing party hereby agrees to pay all reasonable costs for such collections including reasonable attorney's fees. In the event of a dispute relating to this*

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*agreement the prevailing party shall be entitled to recover reasonable attorney fees including appellate fees.*

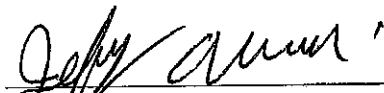
## **Insurance**

During the term of the contract, Aqua Pro Irrigation Inc., shall at it's sole expense, maintain and provide a General Liability and a Workman's Comp Insurance Policy for the benefit and protection of Aqua Pro Irrigation Inc. and CLIENT for injury or death and property damage. The certificate thereof shall be delivered to CLIENT within (30) days of execution of this contract.

## **Charges for Services\***

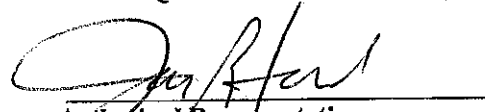
1. Monthly \$ 180.00 (ONE HUNDRED AND EIGHTY DOLLARS)
2. Annually \$ 2,160.00 (TWO THOUSAND ONE HUNDRED AND SIXTY DOLLARS)

**FOR: CARLTON HOUSE**

  
\_\_\_\_\_  
Authorized Representative

Date: 6/18/2021

**FOR: AQUA PRO IRRIGATION, INC.**

  
\_\_\_\_\_  
Authorized Representative

Date 6/1/2021