

Dear Valued Customer:

BWI recommends the following maintenance program for your lighting system to help keep it in top condition and extend the life of your system. The program is based on the number of fixtures on your property. The cost is \$150.00 for up to 10 low voltage landscape lighting fixtures and \$15 each additional fixture, plus 25% off of all parts and a discounted labor rate throughout the contract year. As an added bonus, landscape lighting maintenance program customers will receive a discount on landscape lighting system expansions. To take advantage of this offer all payments must be received by June 1.

The complete Service Agreement includes:

SUMMER SERVICE

- Clean fixtures
- Readjust fixtures
- Replace lamps as needed*
- Reset timer in transformer, or inspect photo cells
- Perform complete inspection of system and note any repairs or modifications that are necessary

FALL/WINTER SERVICE

- Clean fixtures
- Readjust fixtures
- Replace lamps as needed*
- Reset timer in transformer, or inspect photo cells
- Perform complete inspection of system and note any repairs or modifications that are necessary

*Price of lamps not included; it's recommended to change all lamps at least once per year, to prevent spotty burn out.

Contract includes 25% off parts and a discounted labor rate throughout the contract year. All standard terms and conditions apply. All other work and materials extra cost. Residential customers only. BWI to verify number of fixtures at time of first service.

Number of fixtures: _____ Price: _____ Date: _____

Print Name _____ Signature _____

Email: _____ Phone Number: _____

CONTRACT TERMS AND CONDITIONS

1. OWNER'S REPRESENTATIONS AND AGREEMENTS

Owner represents and agrees that:

- a. Owner is the lawful owner of the Property;
- b. Owner has the full authority to make this Agreement with Blue Water Irrigation, Inc. (hereafter known as the "Company");
- c. Owner has the full authority to grant permission to the Company to enter upon the Property for the purpose of installing the system;
- d. There is adequate water source and supply at the Property for the system; and
- e. There are no underground or hidden pipes, wires, ducts, conduits or other improvements in, on, under or through the lawn or shrub bed area of the Property which was installed by or for the Owner (past or present) which might be damaged or injured in any way by the installation of the System. This does not include the Public Utilities installed by the respective companies supplying Water, Electric, Natural Gas, Telephone and sewers to the Property. Should any underground pipes, wires, ducts, conduits or other improvements be damaged during installation, the cost of repair is the responsibility of the Owner.

2. PROPERTY LINES

Owner is responsible to check sprinkler and or lighting system layout to be sure that all equipment is entirely on their property. Blue Water Irrigation, Inc accepts no responsibility for equipment installed on neighboring property.

3. BURIED OBJECTS

Company will not be responsible for removing buried objects from the property including rocks, building materials, stumps etc.

4. Company's Warranty

Company will, at its option, repair or replace any part of the System found to be defective in material or workmanship within three (3) years after the completion of the installation of the System. If any part of the System is subjected to abuse, improper application or handling, alteration, accident or negligence (which is not the Company's fault), Company's warranty will be void. Company's warranty will also be void if any work, repairs, replacement or installation is done on any part of the System by the Owner or anyone else not employed or retained by Company in writing.

5. UNAVOIDABLE DELAYS

Company will not be responsible for any failure, default or delay due to causes beyond Company's control. These causes may include, for example, casualty, flood, interrupted transportation, strikes, labor disputes, rules and regulations of any governmental authority, inability to obtain materials, labor or supplies, or any other causes which are beyond Company's control or which hamper Company from performing under this Agreement.

6. ENTIRE AGREEMENT

This agreement is intended by Owner and the Company to be complete and exclusive statement of terms of the contract between Owner and Company regarding the System and Company's installation of the System. Any terms, provisions or representations which are not included in this Agreement are void and of no effect. All modifications of or changes to this Agreement must be stated in writing and signed by Owner and Company. Otherwise, those modifications and changes will not be binding upon Owner and Company.

7. COMPANY'S OFFER AND OWNER'S ACCEPTANCE OF THIS AGREEMENT

Company's signing this Agreement represents an offer to supply and to install the System at the Property upon the terms contained in this agreement. The offer will expire automatically on the Expiration Date. In order for this Agreement to become a binding Contract between Owner and Company, the following two (2) events must occur:

- a. Owner must accept the offer by returning the Company a copy of this Agreement signed by Owner and Company AND the amount indicated on the front next to "deposit" under TERMS AND AGREEMENT; and
- b. Company must receive the copy of this Agreement signed by Owner and Company AND the amount indicated on the front next to "deposit" under TERMS AND AGREEMENT.

8. OWNER'S BREACH OF THIS AGREEMENT

If Owner does not keep any one or more of the promises made by Owner in this Agreement, if Owner does not perform any one or more of Owner's obligations contained in this Agreement, or if Owner has made any misrepresentation, Company may require Owner to pay immediately the unpaid remaining amount of the purchase price for the System with interest at the rate of 2% per month on any balance over 10 days past due. In the event the account is turned to an attorney for collection, Owner agrees to pay reasonable attorney's fees (33% of price). All materials shall remain the property of Blue Water Irrigation, Inc. until paid in full.

By Signing This Agreement On The Front, Owner and Company Agree To All The Above