

## Gretna Irrigation LLC – Terms & Conditions

### Terms & Conditions

**Gretna Irrigation LLC** ("Company," "we," "our") provides irrigation installation, repair, maintenance, and related services. The following Payment Terms & Conditions apply to all customers ("Customer," "you") unless otherwise agreed to in writing.

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#### 1. Estimates & Pricing

- Estimates are valid for **30 days** unless stated otherwise.
- Pricing is based on information available at the time of estimate; unforeseen conditions (e.g., underground obstacles, code requirements, material availability) may result in additional charges.
- Any changes to the scope of work must be approved by the Customer and may adjust the total price.

#### 2. Deposits

- A **deposit may be required** prior to scheduling work. The amount will be stated on the estimate or invoice.
- Deposits are applied toward the total balance and are **non-refundable** once materials are ordered or work has begun.

#### 3. Payment Schedule

- Unless otherwise stated, payment is due as follows:
  - **Residential Services:** Balance due **upon completion** of services.
  - **Commercial Services:** Balance due 30 days from invoice date.
  - **Projects/Installations:** Progress payments may be required; final payment due **upon substantial completion**.
- We reserve the right to pause or cancel services for nonpayment.

#### 4. Accepted Payment Methods

- We accept **cash, check, and approved electronic payments**.
- Checks returned for insufficient funds may incur a **returned payment fee** and require future payments to be made by certified funds.

## 5. Late Payments

- Invoices not paid by the due date may incur a **late fee of \$10/Month** or the maximum rate permitted under **Nebraska law**, whichever is less.
- Customer is responsible for all reasonable costs of collection, including attorney fees and court costs, to the extent permitted by Nebraska law.
- Customer is responsible for all reasonable costs of collection, including attorney's fees and court costs, where permitted by law.

## 6. Taxes & Fees

- Customer is responsible for all applicable **Nebraska sales taxes**, permit fees, and inspection fees unless expressly included in the estimate.

## 7. Cancellations & Rescheduling

- Cancellations or rescheduling requests must be made **at least 24 hours** before the scheduled service time.
- Late cancellations may be subject to a **service call or cancellation fee**.

## 8. Warranties

- Standard Labor warranty of 1 year/parts and labor for all projects unless otherwise noted on invoice/contract.
- Extended Labor warranty, if any, will be stated on the invoice/quote/contract.
- Manufacturer warranties apply to parts and equipment; warranty claims are subject to manufacturer terms.
- Warranties do not cover damage caused by misuse, alterations, freezing, acts of nature, or work performed by others.

## 9. Property Access & Conditions

- Customer agrees to provide safe and reasonable access to the property.
- Gretna Irrigation LLC is not responsible for damage to unmarked or concealed utilities, landscaping, or irrigation components not visible or disclosed prior to service.
- If access to inside piping is not allowed during winterization/startups, Gretna Irrigation LLC is not responsible for any damage caused by freezing to the water supply line, backflow or any part of sprinkler system.

## **10. Construction Liens (Nebraska)**

- For unpaid balances, Gretna Irrigation LLC reserves the right to file a **Nebraska Construction Lien** pursuant to the **Nebraska Construction Lien Act**.
- Customer acknowledges that services and materials provided may give rise to lien rights.
- All required preliminary notices, recordings, and enforcement actions will be handled in accordance with Nebraska law.

## **11. Disputes & Governing Law**

- Any disputes must be reported **in writing within 7 days** of the invoice date.
- These terms shall be governed by and construed in accordance with the **laws of the State of Nebraska**.

## **12. Entire Agreement**

- These Payment Terms & Conditions, together with the estimate or invoice, constitute the entire agreement regarding payment.
- Terms may be updated periodically; the version in effect at the time of service will apply.

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**By authorizing services or submitting payment, Customer acknowledges and agrees to these Terms & Conditions.**

**Gretna Irrigation LLC**