



SERVICE TERMS & CONDITIONS

- 1. **Work Area Access:** Clients must provide a staging area (typically a 10' x 10' section of driveway) with safe, direct access to the work zone. Additional staging may be required near the feature. Please remove any fragile, valuable, or obstructive items (e.g., vehicles, sculptures, furniture) from these areas. While we take care to avoid damage, we are not responsible for property damage to items left in the work or access areas.
- 2. **Trash & Utilities:** Small debris will be placed in your on-site trash bins. Hauling off large debris or waste is billed as an additional cost, if needed. If no restroom is available on-site, a portable toilet can be provided at an additional cost. Access to water and electricity must be available during the service.
- 3. **Draining Water:** If water needs to be drained from your feature, we will pump it to a client designated on-site location within 20 feet of the water feature. Disposal of water into public streets, drains, or environmentally sensitive areas is not recommended and if required, is the client's sole risk & responsibility to coordinate or permit, if necessary.
- 4. **Water Feature Services:** Our services are limited to the scope of work provided. We are not responsible for any existing issues, including but not limited to: improper or outdated installation, manufacturer defects or product failures, material deterioration (liners, pumps, plumbing, etc.), damage caused by others, past repairs, or neglect. Any discovery of such issues during service will be brought to your attention. If any repair or replacement is needed, it will be billed at our rates listed above. No credits or refunds will be issued for time spent addressing pre-existing conditions. Any/all claims must be supported with documentation. Our liability is strictly limited to the total amount paid for our services. We do not assume responsibility for issues beyond/outside of our control.
- 5. **Seasonal Pond Cleanouts:** We recommend annual cleanouts when temperatures are between 55–70°F. Performing cleanouts during warmer conditions increases the likelihood of algae blooms and is done at the client's risk. Cloudy water after a cleanout is normal and typically resolves within 36 hours but may vary. We will pump water to your chosen on-site location within 20 feet; runoff or drainage issues beyond that are the client's responsibility.
- 6. **Fish & Pond Life:** We exercise great care when working around fish and aquatic life. However, due to the inherent stress and unpredictability involved, we cannot be held liable for injury, illness, or death of fish or other pond life during or after service.
- 7. **Payments:** The minimum service charge must be prepaid to secure scheduling. Additional time or materials will be invoiced daily and are due **at the end of each workday/visit**. Work will be paused if payments are not current.
- 8. **Photography & Marketing:** We may photograph your project for portfolio or marketing purposes. No full names or addresses will be shared, though general location (e.g., town/city) may be referenced.
- 9. **Subcontractors:** We reserve the right to hire qualified subcontractors as needed to complete your project.
- 10. **Agreement Validity & Enforcement:** If any part of this agreement is deemed invalid, the remainder shall remain in effect. Where possible, invalid clauses will be modified and enforced to the maximum extent allowed by law.
- 11. **Warranties:** We warrant our workmanship for one (1) year from the date of service. Manufacturer warranties on materials Flow provides will be honored by us during the workmanship warranty. Labor/service required for warranty-related work after one year will be billed as an additional cost. We **do not warranty**: work performed by others, client-supplied materials, existing installations, plant material of any kind.

Client Name: _____ Client Signature: _____

Date: _____ Project Address: _____