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Spring Cleanout Terms



Ben Wankerl Enterprises LLC will furnish all labor and material for the completion of the clean out service. If applicable, we will use caution while temporarily housing and acclimating fish and other pond life. We reserve the right to postpone release where fish are deemed by any employees of ill health or appear injured. Ben Wankerl Enterprises LLC or its employees cannot be held responsible for any scratches, scuffs, cloudy eyes, awakening parasites, re-injuries, ulcerations, or loss of aquatic life. Labor Rate is \$120/Man Hour. Excessive plant overgrowth/muck/debris may incur additional costs, which will be communicated to owner for approval.

Ben Wankerl Enterprises LLC is not responsible for supplied water quality, water volume, or water pressure. Customers who will be using a well for the water supply may require additional filtration devices by a Well Contractor. Access to water must be provided at the time of service. Additional trip fees may apply if return trips are needed. Upon refill water will be left on a slow trickle so as not to overfill the system prior to the customer returning home.

You will receive a detailed report from our service crew after your clean-out is completed. Ben Wankerl Enterprises LLC will take every precaution to preserve the health of any fish and plant life that you may have in your pond. However, we cannot be held responsible for the condition of your plants and fish after your pond has been serviced. We are not responsible for pump failures, leaks, and other plumbing issues that existed prior to our service. Ben Wankerl Enterprises LLC does not, at any time, take responsibility for any structural, mechanical issues, or leaks that may arise after the pond is cleaned and refilled. If an issue requiring a service call is covered under warranty, service will be provided as specified by the manufacturer warranty policy. Any issues not covered under a manufacturer warranty will be charged as a service call with labor and material to be paid in full within 15 day of receipt of invoice

Payments: The remaining Total will be due upon completion of the work and receipt of an invoice from Ben Wankerl Enterprises LLC. The Total will be Time and Materials minus any down payments made (if applicable). Final payment must be received by Ben Wankerl Enterprises LLC within 15 days from completion. Late Payments are subject to a 1% per month/12% per annum finance charge. Late payments will void labor warranties. Customers will be charged a \$30 fee for each check that is returned by the financial institution. Ben Wankerl Enterprises LLC reserves the right to suspend service when payments become more than 30 days past due and overdue bills may be turned over to a collection agency.

Indemnification: The owner shall indemnify, defend and hold harmless the contractor, its owners, employees and subcontractors from and against any and all claims, damages, reasonable attorneys' fees, costs and expenses which the contractor incurs as a result of a claim or claims brought by the owner or any third party, arising out of any wrongdoing, negligence and/or breach of contract by the owner alleged or otherwise, or any Act of God, including but not limited to extraordinary weather conditions, that is related, in any manner whatsoever, to the premises or the owner's involvement with the premises or the services, including but not limited to personal injuries.

Lien Notice: As required by the Wisconsin construction lien law, Ben Wankerl Enterprises LLC hereby notifies owner that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the Ben Wankerl Enterprises LLC, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, the owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Ben Wankerl Enterprises LLC agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.