



Albrecht Company

Since 1968

Landscaping Irrigation Excavation Drainage Site Work Maintenance

1408 W. County Road C ♦ Roseville, MN 55113 ♦ Ph (651)-633-4510 ♦ Fax (651) 633-1675 ♦ www.albrechtcompany.com ♦ mail@albrechtcompany.com

Irrigation Terms of Service

We appreciate your trust in Albrecht Company for your irrigation system needs. Our goal is to deliver exceptional service with transparency and professionalism. Please review the following Terms of Service carefully, as scheduling an appointment with us confirms your agreement to these policies. These terms are designed to help you understand our procedures, pricing, and expectations so we can provide you with timely, high-quality service. By scheduling an appointment, you have agreed to these terms.

These Terms of Service are published on Albrecht Company's website and are incorporated into every service appointment. By scheduling service via telephone, email, or website request, the customer acknowledges they have had the opportunity to review these Terms and agree to be bound by them. Verbal authorization of service constitutes acceptance of these Terms.

Irrigation systems can be complex. Troubleshooting and diagnosing issues involve understanding the high-tech components of numerous moving parts that are almost all underground. It is often a time-consuming process to narrow down the specific cause of your systems issues. To help minimize that time (and save you money!) we ask you to be aware of and understand the following:

2026 Rates

- ♦ Technician: Residential \$99/hour
Commercial \$150/hour
Emergency/Urgent \$250/hour
- ♦ Master Technician: \$165/hour
MT Priority/Emergency: \$300/hour
- ♦ Winterization-Residential: \$21 per zone
\$125 minimum flat rate
- ♦ Winterization-Commercial: \$23 per zone
\$150 minimum flat rate
- ♦ Trip Charge (service fee): \$55
- ♦ All parts are based on MSRP.

Time and Material Unless otherwise agreed in a written contract, all services are provided as a time and material project, meaning you are billed at the hourly rate and charged for the cost of all parts. Time and material service does not include a guaranteed maximum cost unless specifically agreed in writing. Customers who wish to impose a not-to-exceed limit must clearly communicate that limit to the office prior to service. No spending cap applies unless confirmed by the office in writing.

All estimates, ballpark figures, or projected costs are non-binding and provided for informational purposes only. Actual charges are based strictly on time and materials incurred.

We are a full service irrigation provider and our pricing structure reflects industry standards. We strive to maintain consistency, but adjustments are occasionally necessary to accommodate the rapidly changing costs of doing business. We work to provide transparent, fair and competitive rates.

Priority or Urgent Services Albrecht Company does not provide after-hours or weekend irrigation services. All services are performed during standard business hours, Monday through Friday, 7:00 AM to 5:00 PM.

All scheduling is handled on a first-come, first-served basis unless Priority Service is specifically requested. Priority Service is available at an additional cost and, when requested, repairs will be scheduled within five (5) business days.

Priority Service is provided by request only and is subject to availability. In the event of an urgent issue, the property owner must contact Albrecht Company during business hours; priority or emergency rates may apply. The property owner is solely responsible for shutting off the water supply to the irrigation system if an urgent repair is required.

Albrecht Company shall not be held liable for any damages, including but not limited to leaks, flooding, or other water-related damages, resulting from system operation outside of scheduled service times or from the property owner's failure to shut off the water supply.

Trip Charge The trip charge is not a mileage fee but rather covers costs such as fuel, overhead, and other operational expenses. Your location distance from our office does not impact this flat rate. This charge is

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applied to every visit to your home. This rate is subject to change without notice if fuel costs or other economic factors materially impact operating expenses. The trip charge applies per visit, regardless of duration or outcome of service.

What is billable time? Billable time includes diagnostic, troubleshooting, and repair services and applies even if no repairs are ultimately performed. Billable time begins when the technician arrives at the service location and concludes upon the electronic submission of the repair report to the office. Service-related work includes diagnostic evaluation, review of findings, and service-related communication with the customer, including in-person discussions and phone calls. Time is billed to the minute.

Customers are not charged for time during which no service-related work is being performed, including time spent away from the premises solely to obtain parts.

Administrative tasks, such as documentation or completion of the repair report, are considered part of the service and may account for up to fifteen (15) minutes beyond the time the technician is physically engaged in repair work. The Company is committed to maintaining transparent and equitable billing practices.

Billable Drive Time Service may be provided throughout the Minneapolis–St. Paul metropolitan area and surrounding regions at Albrecht Company discretion. For locations more than thirty (30) miles from the Company’s Roseville, Minnesota office, drive time may be billed at the Company’s discretion. Billable drive time is calculated on a round-trip basis and begins when the technician departs from the Company’s Roseville location and ends upon return. A representative service area map is provided at the end of this document for reference only. Distance is determined using standard mapping software selected by the Company.

Troubleshooting and assessing is a billable service. Sometimes, repairs involve intricate problem-solving and may require multiple appointments. Although it can be frustrating not to see immediate results after a visit, please know that the time spent troubleshooting is billable.

Even if it seems like no visible repair work has been done, our technician is diligently navigating the complexities of the issue and determining the most effective approaches for fixing it. Your patience and understanding during this process are greatly appreciated. A diagnostic visit may not resolve the issue during the first appointment. The purpose of initial troubleshooting may be to identify root cause and determine repair scope.

Telephone consultations are a billable service. Unfortunately, our technicians’ daily schedule does not allow them to stop working at their scheduled job to provide technical information to you. If the office is unable to answer your questions for you, a technical

consultation will need to be scheduled and will be billed at the standard rate (less the trip charge).

We do not provide free quotes for irrigation repair service. Most of our services are billed according to "time and material." We are happy to offer you a "ballpark" informal estimate based on information provided when scheduling service or a billable assessment to review your system's performance. This assessment would include a list of recommendations and estimated costs.

For larger projects, please reach out to our office at 651-633-4510 to discuss your options. We want to make sure you have all the information you need to make the best decisions for your irrigation system.

We do not provide quotes for just parts. We are not a parts provider and thus are not equipped to sell directly to the customer. While we can estimate an MSRP for our commercial grade products, we defer pricing of over-the-counter purchases to a parts provider such as the Minnesota Irrigation Distribution Center. (MIDC can be reached at (651) 633-9416)

Customer Responsibilities Summary By scheduling a service appointment, the customer acknowledges and agrees to the following responsibilities:

Customer agrees to indemnify, defend, and hold harmless Albrecht Company, its employees, and agents from and against any claims, damages, liabilities, costs, or expenses (including attorney fees) arising from inaccurate or incomplete information provided by the customer; failure to disclose known hazards; unmarked private utilities including invisible fencing, private gas lines, low-voltage wiring, septic systems, landscape lighting, or other concealed systems; injuries unrelated to Company negligence; or third-party claims arising from site conditions beyond Company control.

- ◆ Provide accurate and complete information when scheduling service, including disclosure of any known issues. Requests for additional services or last-minute changes outside the scheduled scope of work are not permitted.
- ◆ Review and understand Albrecht Company’s pricing structure prior to the start of service
- ◆ Understand the scope of services scheduled. Questions or clarifications must be raised prior to the start of service.
- ◆ Be available during the provided three (3)-hour arrival window.
- ◆ Ensure clear and unobstructed access to the service area. If the property includes locked gates, restricted access areas, or special entry requirements, instructions and access must be provided in advance.

- ◆ Provide a clean and safe work environment, including securing pets, removing hazards, and clearing work areas of obstructions.
- ◆ Ensure an authorized decision-maker is available during the service window. An authorized responsible party is defined as an individual eighteen (18) years of age or older with authority to approve services and accept financial responsibility
- ◆ Ensure that children are not in the work area at any time during service.
- ◆ Refrain from scheduling other service providers or conducting incompatible activities during irrigation service, as shared water usage or outdoor work may interfere with irrigation repairs.
- ◆ Pay all invoices in accordance with payment terms.
- ◆ Acknowledge that interest will accrue on unpaid balances after thirty (30) days at a rate of 1.5% per month (18% APR).
- ◆ Report any concerns regarding service performance or workmanship within five (5) days of the service appointment.
- ◆ Acknowledge responsibility for reviewing and understanding these Terms of Service in its entirety.

The technician reserves the right to suspend or terminate service if conditions are deemed unsafe or hostile. Albrecht Company maintains a zero-tolerance policy for harassment, threats, or unsafe conditions. If service is suspended due to hostile or unsafe conditions, applicable trip and time charges shall remain due.

Scheduling an appointment is easy. You can reach us by calling 651-633-4510 or sending an email to service@albrechtcompany.com. Please note that technicians cannot schedule appointments directly. If your service requires follow-up, simply give us a call, and we'll address your needs as soon as possible.

Please understand as a small business, our phones can become quite busy, and it can sometimes be difficult to connect with the scheduler right away. We ask that you leave a telephone message or email with your name, address and reason for your call and we will respond just as quickly as we can.

Technician Assignment & Scheduling Customers may request a preferred technician at the time of scheduling. While Albrecht Company will make reasonable efforts to accommodate technician requests, availability may be limited and may result in service delays. If no technician is requested, service will be assigned to the next available technician. Albrecht Company reserves the right to dispatch the technician of its choosing.

The Master Technician is assigned based on service needs and complexity of repair and is not available by customer request. Master Technician services are subject

to a higher rate reflecting advanced training, experience, and specialized expertise.

Service Hours & Arrival Windows Albrecht Company provides service Monday through Friday between 7:00 AM and 5:00 PM. Appointments are scheduled within three (3)-hour arrival windows, during which the technician may arrive at any time.

An authorized responsible party, defined as an individual eighteen (18) years of age or older with authority to approve services and accept financial responsibility, must be available during the scheduled service window to provide access and authorize decisions.

Technicians will knock to announce arrival but are not permitted to wait if no one responds. If access cannot be obtained, the technician will depart and a door hanger with contact information will be left. Missed appointments must be rescheduled and may result in service delays or additional charges. In limited circumstances, service may be performed without the customer present; however, this must be approved and arranged at the time of scheduling. Albrecht Company cannot perform services without an authorized responsible party unless prior arrangements have been made.

Service Reminders & Call-Ahead Requests Albrecht Company does not provide appointment reminders by phone, email, or mail. Customers are responsible for tracking scheduled appointments and being available during the assigned arrival window.

Upon request at the time of scheduling, a technician may provide a courtesy call when enroute. Call-ahead notices are typically provided approximately **5–10 minutes prior to arrival** and cannot be guaranteed beyond this timeframe.

We schedule based on your service request. We allocate time for appointments based on the issues you, our valued customer, report. It's crucial to communicate all your expectations when scheduling an appointment. If we are not aware of an existing issue, we may not have sufficient time to address it adequately. Please refrain from making "as long as you are here" requests to the technicians, as this can significantly disrupt our schedule and we likely do not have adequate time scheduled to address these last-minute requests.

Any additional work must be authorized by the office before being performed if it exceeds the scheduled scope. Similarly, if additional issues arise during a repair, it may necessitate a second service appointment. Your understanding and cooperation in this matter helps us provide more efficient and effective service. Additional trip charges may apply at our discretion if rescheduling is required for additional work.

We cannot control adverse events. Inclement weather, technician illness, mechanical problems – these are just a few examples of factors that may disrupt our schedule

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and necessitate adjustments, possibly even rescheduling appointments. Although we strive to avoid this, we will keep you informed of any such events as quickly as possible. We kindly ask for your understanding when these situations arise. Albrecht Company reserves the right to alter appointment time and date as dictated by schedule changing events.

Albrecht Company shall not be liable for delay, rescheduling, or failure to perform services due to events beyond its reasonable control, including but not limited to severe weather, freeze events, labor shortages, supply chain disruptions, material shortages, equipment failure, utility outages, acts of God, governmental actions, or other unforeseen circumstances.

Likewise, we understand your schedule may also have a last-minute change. We ask for at least 24 hours' notice for cancellations or rescheduling when possible. A technician arriving for an uncanceled or missed appointment may result in a trip charge.

Seasonal services are not prescheduled. Spring and fall weather can be unpredictable, and everyone has their own preferences when it comes to seasonal services. That's why we don't automatically schedule these appointments. When you're ready to start your system for the season or prepare it for winter, simply give us a call, and we'll schedule you in. To ensure you get your preferred timeline, we recommend calling at least a month in advance of your desired service date. Appointments are scheduled on a "first come, first served" basis, and our calendar can fill up quickly once the weather changes. Your proactive approach ensures we can meet your needs effectively.

Start-up service. Spring start up entails activating the system, programming watering schedules, and conducting a basic system check for proper functionality. **Repairs are generally not a part of start up** and usually cannot be completed during this service, however the technician may complete a minor repair if the allotted time allows. Repairs scheduled following start-up service may incur an additional trip charge. If you are aware of an existing problem, please report the details when you schedule the start-up service so we can build in extra service time to complete the repair. Start-up service is billed at our hourly rate. Most systems take approximately one hour for startup service, but larger systems or unexpected complications may take longer.

Unless expressly stated in a separate written contract, Albrecht Company does not guarantee overall irrigation system performance, water pressure consistency, future leak prevention, compliance with original design specifications installed by others, or long-term functionality of aging or previously modified systems.

Winterizing. Winterizing services is dedicated solely to preparing your system for the winter season. It's important to note that the equipment used for winterizing differs from that used for regular service

work. We cannot complete repairs during winterization. Once the winterizing season commences, most repairs will need to be postponed until spring. We encourage you to schedule any known repairs prior to winterization service. Repairs required in order to winterize will be billed at our priority/emergency rate.

Please be aware that we cannot warranty a system winterized after the first freeze, regardless of when the appointment was scheduled. We encourage you to winterize any time between mid of September to mid-October for your best chance to avoid freezing temps (this is **NOT** a guarantee!). Ensuring your irrigation system is properly winterized is key to its long-term health and functionality. We encourage you to schedule your winterizing service promptly to protect your investment and avoid potential damage. While many websites provide weather-related forecasts, we are unable to monitor or honor every individual source. For consistency and accuracy, we rely exclusively on the National Oceanic and Atmospheric Administration (NOAA) as our official reference for freeze dates and weather conditions. Freeze determination is based solely on NOAA data for the designated service area and not on individual property conditions.

Billing For questions or concerns regarding an invoice, customers must contact Albrecht Company directly by telephone or email:

Albrecht Company reserves all mechanic's lien rights available under Minnesota law for unpaid labor, materials, and services provided. Albrecht Company is not responsible for security breaches or processing errors attributable to third-party payment processors.

♦ Phone: 651-633-4510

♦ Email: service@albrechtcompany.com

Technicians are authorized to address technical aspects of irrigation systems only. All questions regarding scheduling, invoicing, or billing must be directed to the office.

Following completion of service, an invoice will be issued and mailed to the billing address provided by the customer. If the billing address differs from the service address, the customer must notify the office at the time of scheduling. Customers are responsible for providing accurate and current billing information. Failure to provide a valid mailing address may result in delayed delivery and does not relieve the customer of payment obligations.

Albrecht Company is not responsible for invoice delays caused by postal service issues or incorrect or incomplete billing information. Payment terms are Net 10. Accepted forms of payment include check, credit card, or online payment through www.albrechtcompany.com. Payment is due regardless of insurance reimbursement or third-party processing delays.

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Albrecht Company currently utilizes PayPal as its online payment processor. Customers are not required to create a personal PayPal account when submitting payment. For security purposes, Albrecht Company does not store payment information and does not offer automatic or recurring payment options.

Albrecht Company does not provide monthly statements. Periodic invoicing follow-ups may be issued at the Company's discretion. Past-due accounts are subject to interest and late fees beginning thirty (30) days from the invoice date. Customers who do not receive an invoice within thirty (30) days of service completion are responsible for contacting the office. Lost or delayed invoices do not exempt the customer from interest or late fees.

Chargebacks By authorizing service, the customer authorizes payment for time, materials, and applicable charges incurred during service. If a check does not clear or a card payment is cancelled, Albrecht reserves the right to charge an additional \$50 per invoice for reprocessing fees and penalties.

Past-Due Accounts Any invoice not paid within thirty (30) days of the invoice date shall be deemed past due. A finance charge of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum), or the maximum rate permitted by applicable law, whichever is less, shall accrue on all past-due balances beginning thirty (30) days after the invoice date and continuing until paid in full.

Accounts ninety (90) days past due may be referred to a collection agency or attorney for collection without further notice. Albrecht Company reserves the right to suspend or terminate services for nonpayment. Customer shall be responsible for all costs of collection, including but not limited to collection agency fees, court costs, filing fees, and reasonable attorney fees, to the fullest extent permitted by law. Albrecht Company may report delinquent accounts to credit reporting agencies.

Governing Law and Venue. These Terms and any dispute arising out of or relating to these Terms or the services provided shall be governed by the laws of the state in which Albrecht Company is located, without regard to conflict of law principles. The parties agree that exclusive jurisdiction and venue shall lie in the state or federal courts located in the county in which Albrecht Company is located.

At the Company's election, disputes arising under these Terms may be resolved through binding arbitration in the county where Albrecht Company is located. Customer waives the right to trial by jury to the fullest extent permitted by law.

Third-Party Billing Albrecht Company does not facilitate third-party billing. The customer authorizing service is solely responsible for payment. Submission of invoices to a third party for reimbursement does not alter

payment due dates or terms. Requests for specialized invoice formatting or documentation must be made prior to service and are subject to legal and liability limitations. Once an invoice has been issued, modifications may not be possible.

Limitations of Liability In no event shall Albrecht Company be liable for consequential, incidental, special, indirect, or punitive damages, including but not limited to loss of use, loss of profits, lawn replacement costs, crop loss, business interruption, water damage exceeding the cost of the specific repair performed, or diminished property value. Liability for any claim shall not exceed the amount paid for the specific service giving rise to the claim.

Albrecht Company is not responsible for damage resulting from pre-existing system conditions, deferred maintenance, or customer inaction. This includes, but is not limited to:

- ◆ Damages due to pre-existing conditions.
- ◆ Defects resulting from original system design, installation, or modifications performed by others.
- ◆ System issues outside technician control.
- ◆ Damage resulting from service delays.
- ◆ DIY repairs.
- ◆ Damage caused by animals or lawn care activities.
- ◆ Restoration of turf and landscape areas disturbed during repair is limited to reasonable backfilling and tamping. Sod, seed, or aesthetic restoration is not guaranteed unless separately contracted.
- ◆ Damages caused by other service providers.
- ◆ Use of parts not supplied by us.
- ◆ Incomplete services due to customer request or lack of follow up.

Customer is solely responsible for identifying and marking all private underground utilities prior to service. While Albrecht Company may rely on public utility locates, the Company is not responsible for damage to private or improperly marked lines.

Irrigation systems operate underground and may conceal existing weaknesses. Repair of one issue may reveal additional failures not previously visible, including, but not limited to:

- ◆ Hidden line breaks
- ◆ Soil saturation causing delayed damage
- ◆ Pre-existing leaks
- ◆ Electrical shorts from moisture

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Liability shall not exceed the amount paid for the specific service rendered. Albrecht Company shall not be liable for consequential, incidental, or indirect damages.

Right to Modify Terms Albrecht Company reserves the right to update or modify these Terms of Service at any time. The version in effect at the time service is scheduled shall govern the appointment.

Warranty Work At Albrecht Company, we stand firmly behind the quality of our work. If you believe a repair should be covered under warranty, please do not delay in contacting us. If you delay in reporting an issue, we may not be able to determine the cause, thus cancelling the warranty. Most parts carry a one year warranty no matter how often the system is or is not used. We encourage customers to contact our office promptly if concerns arise so we may review and resolve them quickly.

Albrecht Company honors applicable manufacturer warranties on parts installed, subject to manufacturer approval and terms. No warranty shall cover damage resulting from freeze events, power surges, animal activity, lawn care equipment damage, misuse, lack of

maintenance, acts of God, or modifications performed by others. Labor warranty applies only to the specific repair performed and does not extend to unrelated system components or pre-existing conditions.

Any billing or service errors must be reported to our office in writing within five (5) days of receipt of the applicable invoice. The Company will make reasonable efforts to investigate and resolve such disputes in a fair and timely manner. Disputes not raised within this period may be deemed waived, as the passage of time can hinder verification of relevant facts and records.

Warranty applies only to the specific repair performed and does not extend to unrelated system components.

Your satisfaction and trust in our services are of utmost importance to us. If you believe that something should be covered under warranty, we encourage you to direct your questions to our office at 651-633-4510. We will promptly review the situation and work to address any concerns you may have.