



Backyard Ponds, LLC
 610 A Lofstrand Lane Rockville, MD 20850
 support@backyardponds.com 240-614-7960
 MHIC# 51125 VAHIC# 2705 101106

Pond Cleaning Contract

Between Backyard Ponds, LLC ("BYP") and _____ ("Owner")

Pond Address _____ ("the Property")

The Owner (or acting Agent) has requested that an ornamental be cleaned by BYP (the "Work"). After Owner executes this Agreement, the Work will be performed by BYP at the earliest convenience of BYP, with or without the presence of the Owner. Due to the unpredictable nature of weather and traffic conditions, no specific appointment times will be established. BYP agrees to provide telephone and/or email notice as a courtesy. Work cancellations or delays requested by Owner must be made prior to the arrival of the Work crew. Owner must provide water and electricity near the pond on the Property. Gates on the Property must be unlocked and dangerous pets must be kept indoors during the Work. Owner must provide BYP with reasonably close parking to the Property.

The Work will include the following:

1. The pond system will be fully drained.
2. The pond water and effluence will be drained into a sensible place in the yard unless otherwise specified by Owner. The area where the water is drained may be soiled temporarily, but will diminish with rain and grass cuttings.
3. The fish, frogs, and snails will be caught and set aside in an appropriately sized holding container (with aeration, if necessary) and inspected for overall health.
4. The pond plants will be removed and either trimmed (Fall) or re-potted and fertilized (Spring), and kept hydrated during the cleaning process.
5. The pond will be rinsed and scrubbed by hand to remove as much algae as seems prudent. **NOTE: Some types of algae are so well adhered to the liner's surface that they cannot be removed in a reasonable amount of time.**
6. The pumps, filters, skimmers, and all other types of pond equipment will be cleaned out. Minor repairs such as shifting back loose stonework, patching liner holes, changing out bad fittings, etc. will be made. Items such as plant baskets, filter pads, and light bulbs will be replaced as necessary.
7. The pond will be filled with water from the tap, and appropriate amounts and types of de-chlorinating chemicals will be added. In most of Maryland and Virginia, BYP will use a dry granulated powder. In Washington, D.C. and some of Northern Virginia a liquid de-chlorinator is used which also neutralizes chloramines and ammonia. We do not add any de-chlorinator when we know a particular location uses well water.
8. The pond will be completely filled if it is small or if the crew is instructed to do so, and the plants and fish will be put back into the pond. Otherwise, the pond will be left only as full as it needs to be to allow the fish and plants to survive the rest of the day and/or to allow the pump to function. It is the Owner's responsibility to completely fill the pond within a timely fashion and plug in the pump as necessary to ensure survival of the pond inhabitants.
9. The area will be cleaned and all pond debris left on-site either in a compost pile or bagged and put with the trash, unless otherwise specified. There will be an extra charge for debris removal if requested.

Note: The pond water may be murky for several days after the cleaning. Also, the pond may experience an algae bloom (green water), which is normal and will usually clear up in 4-6 weeks as the beneficial bacteria in the pond is re-established. In addition, the fish, plants, or other pond life may die during the cleaning process. Not only do inadvertent accidents occur, but also the quality of the tap water can fluctuate greatly without warning. There can be chemicals in the tap water that cannot be anticipated which are not safe for pond life. BYP does not guarantee or take responsibility for the survival of any pond life. If BYP omits performance of a required step causing the death of fish or plant life, only the wholesale value of any lost fish or plants will be reimbursed to Owner. BYP reserves the right to provide replacement fish or plants rather than monetary reimbursement. Death of plants or fish during the cleaning process will not remove the obligation of Owner to pay for all of the Work rendered by BYP.

The cost for the Work described herein is as follows: \$360.00 for the first hour with a one hour minimum, and \$190.00 for each additional hour, calculated by rounding to the nearest quarter hour. BYP generally assigns two technicians to perform the Work; however, if the Work is large, as determined in the sole discretion of BYP, extra technicians may be added at the rate of \$90.00 per man-hour. Debris removal will cost \$10.00 for each reasonably weighted garbage bag. Non-bagged debris will be subject to a fee determined by BYP based on approximate labor costs and dump fees. Owner is required to pay for all necessary supplies and materials. Maryland sales tax (6%) is added to all non-labor items. Payments are due within 30 days of the invoice date. Any grievances about the Work or the invoice MUST be made within 30 days so all parties are more likely to remember the events accurately. After 30 days, the invoice stands. BYP reserves the right to automatically terminate this Agreement for non-payment of fees and costs by Owner. A service charge of one and a half percent (1.5%) per month with a corresponding annual percentage of eighteen percent (18%) and a minimum of \$10.00, will be added to any outstanding balance that is more than thirty (30) days past due. **Work cancellations due to failure to provide access to the pond, failure to provide water or electricity access, and cancellation of Work after crew has arrived will result in a \$50.00 charge.** In the neighborhoods of Georgetown and Capitol Hill, Washington, D.C. and Old Town Alexandria, VA, parking must be provided or Owner will be charged for the time to search for a parking place. In the event that BYP is required to employ the services of an attorney or collection agency to recover fees due from Owner, Owner will be responsible for the payment of all costs of suit and attorney's fees equal to thirty-three percent (33%) of the unpaid principal balance due BYP. Owner hereby consents to venue in any such action to be in the Courts of Maryland, regardless of whether the Owner is a resident of another state. This Agreement will be governed by the laws of the State of Maryland.

This Agreement is valid for all pending and future pond services, including repairs. I fully understand and accept the terms for said work to be performed as stated.

Owner or Agent/Representative

Backyard Ponds, LLC

 _____ *Jennifer Isley* _____ **02/01/2017**

Signature of Owner or Representative

Date

Jennifer Isley, Member MHIC #51125

Date

The Maryland Home Improvement Commission requires all contractors or subcontractors be licensed. If you have any questions or need any clarification as to the licensing of any agent or representative signing this Contract you can call the MHIC at (410) 230-6309.