

Irrigation Subcontractor Registration Packet

Please complete all sections of this registration packet and return to Seeger Water

via Email

vendors@seegerwater.com

NOTICE

In addition to the pages contained in this packet, you must submit the following documents
(please email these to vendors@seegerwater.com)

1. Copy of Driver's License (of person signing the Agreement)
2. Insurance Certificates, as outlined in the Subcontractor Agreement
3. Copy of Occupational License(s) of Person Signing Agreement, or principal employee holding the license
4. Completed IRS Form W9

Without the above documentation, this Agreement will be voided.



Vendor Contact Information

Vendor Company Name

_____/_____/_____
Date Form Updated

Vendor Mailing Address

_____-_____-_____
Phone Call for Non-Emergency

_____-_____-_____
Phone Call for Emergency

_____-_____-_____
Text Message for Non-Emergency

_____-_____-_____
Text Message for Emergency

Email Address to Send Work Orders

Email Address to Send Remittance Notifications



Direct Deposit Authorization Form

This form authorizes Seeger Water Corporation to make direct deposits into your account, including wages and bonuses, minus taxes and authorized expenses (if applicable). This form is not valid without accountholder's signature.

Accountholder Information

Accountholder Name (Individual or Business Name)

Account Type (Checking, Savings)

Name of Authorized Person on Account

Accountholder Address

City, State, Postal Code

Banking Information

Routing Number

Account Number

Name of Financial Institution or Bank

Signature of Accountholder or Authorized Representative

_____/_____/_____
Date Signed

Labor Rate Form

This form is a part of your Subcontractor Service Agreement and is bound by the terms of the Agreement. Please complete this form in its entirety. If there is no labor rate for a line, just mark as "N/A" or "0".

Description	Unit of Measure	Rate (in USD)
Irrigation Technician Mon-Fri, 8am-5pm	Hour	
Irrigation Technician Weekends, 8am-5pm (if applicable)	Hour	
Irrigation Technician Emergencies and After Hours (if applicable)	Hour	

Materials Pricing	Discount from List Price (if any)
Repair Parts and Supplies	%

Subcontractor Company / Name

Subcontractor Signature

_____/_____/_____
Date Signed

IRRIGATION SUBCONTRACTOR SERVICE AGREEMENT

This Irrigation Subcontractor Service Agreement ("Agreement") is made effective as of this _____ day of _____, 2024, by and between Seeger Water Corporation ("Contractor") and _____ ("Subcontractor"), collectively referred to as "Parties".

1. **SCOPE OF SERVICES:** The Subcontractor agrees to perform landscape irrigation repair, maintenance, and installation services for the Contractor on an ongoing basis for the term of this Agreement.
2. **TERM:** The term of this Agreement shall commence on the date hereof and shall continue for a period of one year unless earlier terminated in accordance with the terms hereof. This Agreement may be renewed annually in December at the option of the Contractor.
3. **PRICING AND PAYMENT:**
 - a. **Payment Terms:** The Contractor shall pay the Subcontractor for services rendered within 30 days of invoice receipt, adhering to Net 30 payment terms.
 - b. **Payment Method:** Payment to the Subcontractor shall be made via direct deposit. To facilitate this, the Subcontractor is required to accurately complete, sign, and return the Direct Deposit Form provided by the Contractor prior to the initiation of any services under this Agreement.
 - c. **Labor Rate Form:** Prior to the commencement of any work, the Subcontractor must submit to the Contractor a completed Labor Rate Form, which outlines the agreed-upon labor rates for the services to be provided under this Agreement. These rates must be approved by the Contractor and will be considered fixed and non-negotiable for the duration of this Agreement.
 - d. **Rate Stability:** The Subcontractor agrees that the labor rates stipulated in the Labor Rate Form shall remain unchanged throughout the term of this Agreement, ensuring consistency and predictability in billing and payment processes.
4. **INSURANCE:** In accordance with state law, the Subcontractor must furnish proof of insurance to the Contractor before executing this Agreement and prior to the commencement of any work. The Subcontractor is required to maintain the following minimum insurance coverages throughout the duration of this Agreement:
 - a. **General Liability Insurance:** A minimum of \$1,000,000.00 in general liability coverage to protect against claims of bodily injury, property damage, and personal injury that may arise from or in connection with the services provided under this Agreement.
 - b. **Workers Compensation Insurance:** If required by the State of Texas, the Subcontractor must carry Workers Compensation insurance in compliance with state regulations to cover any workplace injuries or illnesses among its employees.

- c. **Additional Insured:** Seeger Water Corporation, 643 Spanish Oak Esplanade, Canyon Lake, TX 78133 shall be named as an additional insured on the Subcontractor's General Liability policy.

The Subcontractor agrees to provide the Contractor with certificates of insurance as proof of such coverage. Failure to maintain these insurance requirements may result in the immediate termination of this Agreement.

5. **REPRESENTATION:** The Subcontractor and their employees shall represent themselves as Seeger Water personnel to customers and shall wear Seeger Water reflective vests while on customer properties (vests to be provided by Seeger Water, at no cost to Subcontractor).
6. **PROFESSIONAL CONDUCT:** The Subcontractor agrees to act in a professional and respectful manner at all times, in accordance with Seeger Water's Code of Ethics and company policies.
7. **CONFIDENTIALITY:** The Subcontractor agrees not to disclose, divulge, reveal, report or use, for any purpose, any confidential information which the Subcontractor has obtained, or which was made available to the Subcontractor in connection with the services provided under this Agreement, including but not limited to customer names and contact information, financial information, pricing strategies, or other business information not publicly available on Seeger Water's website or social media. This confidentiality obligation shall remain in effect for a period of 5 years following the termination or conclusion of this Agreement, regardless of the reason for termination.
8. **NON-COMPETE:** The Subcontractor agrees not to attempt to acquire Seeger Water's customers for their own benefit or for the benefit of any third party while performing duties and tasks on behalf of Seeger Water and for a period of 2 years after the termination of this Agreement.
9. **LICENSING:** The Subcontractor represents and warrants that they hold an active irrigation technician or irrigator license issued by the Texas Commission on Environmental Quality (TCEQ) and agrees to maintain such licensing for the duration of this Agreement. The Subcontractor shall provide proof of such licensing to the Contractor upon request. Failure to hold or maintain such licensing may result in the immediate termination of this Agreement at the Contractor's discretion.
10. **WARRANTY:** The Subcontractor shall provide a craftsmanship warranty on all repairs and installations performed under this Agreement for a period of 365 calendar days from the date of installation or repair completion. This warranty covers defects in workmanship and materials provided and installed by the Subcontractor. Should any defects in workmanship or materials be discovered during the warranty period, the Subcontractor agrees to repair or replace the defective work at no additional cost to the Contractor. This warranty does not cover damages resulting from misuse, neglect, or acts of God.

11. **TERMINATION:** This Agreement may be terminated by either party upon 15 calendar days written notice to the other party.
12. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

ADDENDUM #1

13. **NO GUARANTEE OF WORK:** By entering into this Agreement, the Contractor does not guarantee any minimum volume of work or any specific projects to the Subcontractor. The provision of work to the Subcontractor by the Contractor shall be subject to the Contractor's sole discretion, operational needs, and customer demand. The Subcontractor acknowledges and agrees that there may be periods during the term of this Agreement when no work is available.
14. **PROPOSALS FOR MAJOR WORKS:** For any irrigation installations, major repairs, or projects where the total estimated cost exceeds \$2,500.00, the Subcontractor is required to submit a detailed proposal to the Contractor for review and approval prior to commencing work. This proposal should include a comprehensive breakdown of costs, including but not limited to labor, materials, and any other associated expenses. For such projects, the agreed-upon rates in the Labor Rate Form shall not apply. Instead, pricing and terms specific to the project will be established through the proposal process and agreed upon by both parties in a separate written agreement or an amendment to this Agreement.
15. **PRIOR AGREEMENTS SUPERSEDED:** This Agreement constitutes the entire agreement between the Contractor and the Subcontractor with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties. No other agreement, promise, or statement, written or oral, made by any party or agents of any party, that is not contained in this written Agreement, shall be valid or binding.

CERTIFICATION

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Subcontractor Company Name

Seeger Water Corporation
Contractor Company Name

Subcontractor EIN or TIN

85-4255226
Contractor EIN or TIN

Subcontractor Representative Name

DJ Seeger
Contractor Representative Name

Subcontractor Representative Title

President
Contractor Representative Title

Subcontractor Representative Signature

Contractor Representative Signature

_____/_____/_____
Date Signed

02/23/2024
Date Signed



Irrigation in Texas is regulated by the Texas Commission on Environmental Quality (TCEQ).
MC-178, P.O. Box 13087, Austin, Texas 78711-3087. TCEQ's website is: www.tceq.texas.gov.