

ALLEGIANCE TURF – TERMS & CONDITIONS

Introduction

Allegiance Turf (“Company,” “we,” “us,” or “our”) is dedicated to providing high-quality artificial turf installations. We strive to ensure our customers (“you,” “your,” or “Customer”) are well-informed and satisfied with their purchase. We aim to ensure that our customers are well-informed and fully satisfied with their purchase, and we view every job as if it were our own yard.

Payment Terms

- A **50% deposit** is required before work begins and to secure project scheduling.
 - The **remaining balance** is due upon completion and final walkthrough of the installation.
 - Failure to remit final payment on the **day of completion** temporarily **voids all warranty coverage** until full payment is made.
 - **Payment Methods**
 - Accepted forms of payment include cash, check, ACH, or other approved methods.
 - A **3% convenience fee** applies to non-cash payments (e.g., credit and debit cards).
 - **Late Payment and Interest**
 - If the final payment is not received by the agreed-upon date, the Customer will be responsible for **interest fees of 1% monthly** (or **15% annually**) on the unpaid balance.
 - If an account is referred to a third party for collection, you agree to pay all collection costs, attorney fees, and related expenses.
 - **Non-Cancellation Policy**
 - **NO CANCELLATIONS.** Because of the custom assembly and ordering of materials, **all sales are final** once the down payment has been accepted.
 - If you terminate the order prior to installation or refuse delivery of goods, Allegiance Turf may retain damages up to the amount of the down payment.
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Scope of Work

1. **Included Services**
 - Artificial turf installation, including base preparation, turf cutting, seaming, infill application, and securing edges.
 - Project cleanup upon completion.
2. **Excluded Services**
 - Alterations or repairs to pre-existing irrigation systems, electrical lines, or other utilities.
 - Landscaping, hardscaping, or modifications outside the immediate turf installation area.
 - Obtaining permits or HOA approvals (unless specifically agreed to in writing).
3. **Customer Responsibilities**
 - Disclosing the presence of any **underground utilities**, irrigation lines, or pipes not visible at the surface.
 - Obtaining any required **city or HOA approvals**.
 - Ensuring the site is ready, accessible, and free of obstructions that could delay installation.
4. **Delays**
 - Project start and completion dates are **estimates**. Allegiance Turf will not be liable for delays caused by **weather, unforeseen site conditions, supplier issues, or Customer-caused** delays.

Manufacturer Warranty

1. Coverage

- The Manufacturer Warranty (separate from Allegiance Turf's Labor Warranty) typically covers defects in the turf product itself, such as premature UV degradation or flaws in the turf backing.
- Specific coverage details, length, and procedures will vary by manufacturer. Where applicable, we will facilitate a claim on your behalf or provide the necessary documentation for you to file directly with the turf manufacturer.

2. Limitations

- Normal wear and tear, slight color fading, and minor blade matting do not constitute a manufacturer defect.
 - Registration or proof of purchase may be required to enforce a manufacturer warranty.
 - If you are unsure of the manufacturer's coverage or limitations, please consult your product-specific documentation.
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Allegiance Turf Labor Warranty

Limited Lifetime Workmanship

1. What This Warranty Covers

- **Delaminating or Separating Seams:** If seam adhesive fails and turf sections separate. (Minor seam visibility is normal; a visible gap due to faulty workmanship is covered.)
- **Lifting or Improperly Secured Edging:** Edging coming loose due to poor installation methods.
- **Improper Fastening:** Nails, staples, or adhesives failing due to poor installation technique.
- **Damages Directly Attributable to Installation:** Cuts, tears, or burns from Allegiance Turf's negligence during installation.
- **Puddling (Excluding Putting Greens):** Standing water on standard turf installations persisting longer than 24 hours post-rainfall due to improper grading or base compaction. Putting greens, being non-permeable by design, are excluded from puddling coverage.
- **Wrinkles or Bunching Caused by Poor Installation:** Wrinkles, lumps, or waves that appear soon after install due to sub-base or stretching errors.
 - **Exclusion:** Wrinkles or bunching due to **normal expansion or contraction** from **weather/temperature changes** is not covered.
- **Excavation & Grading Workmanship**

- Allegiance Turf ensures that **2-4 inches of sod** are removed to prepare the area for base installation.

- We utilize **base material** to level the surface while preserving the **existing grade** to maintain proper **drainage flow**.

- The labor warranty **does not cover grading modifications beyond standard leveling**, unless explicitly stated in a separate agreement.

2. Term and Conditions

- **Notification:** You must notify Allegiance Turf in writing (email or letter) within 14 days of discovering a potential workmanship issue.
- **Inspection and Repair:** Allegiance Turf reserves the right to inspect onsite and will repair or remedy valid claims at no cost to the Customer.

- **Invalidation:** Repairs or alterations made by **any party other than Allegiance Turf** may void coverage for that specific area.
3. **Maintenance Requirements**
- Customers must adhere to **Allegiance Turf's recommended maintenance guidelines** (e.g., brushing, removing debris, avoiding harsh chemicals). Damage resulting from **neglect or misuse** is not covered.

Warranty Exclusions (General)

Regardless of whether coverage is under the Manufacturer Warranty or the Allegiance Turf Labor Warranty, **the following are NOT covered:**

1. **Weeds or Vegetation**
 - Growth of weeds or grass at the edges of the turf or through drainage holes.
 - Tree roots or shoots emerging under or through the turf.
2. **Sprinklers, Pipes, and Underground Utilities**
 - Leaks or damage from existing irrigation or plumbing not directly caused by Allegiance Turf.
 - Damage to unmarked or undisclosed pipes, cables, drains, or utilities.
3. **Ground Settling**
 - Settling or sinking due to disturbed soil below our standard excavation depth (e.g., foundations, pool dig-outs, plumbing trenches).
 - Shifting caused by **tree roots, rodent activity, or natural ground movement** over time.
4. **Special Excavation and Grading Requests**
 - **Allegiance Turf's standard excavation includes sod removal only.** The removal of additional materials such as **shrubs, tree roots, rocks, pavers, or debris is not included** and requires an **additional charge**.
 - Any request to **adjust grading beyond our standard 2-4 inches** will require an charge.
5. **Owner-Inflicted Damage, Misuse, or Vandalism**
 - Damage caused by the Customer, guests, other contractors, or vandalism (e.g., digging, driving on turf, burning).
6. **Normal Wear & Tear, Blade Matting, or Fading**
 - Typical flattening of fibers from foot traffic or pets.
 - Minor fading due to UV exposure, mineral deposits, or improper watering practices.
7. **Reflective Heat or Turf Burn**
 - Melting or scorching from **high-efficiency windows, mirrors, or any other reflective surfaces.** It is the Customer's responsibility to mitigate reflective heat.
8. **Pet Damage & Pet Odors**
 - Turf damage from pets (digging, chewing, clawing).
 - Pet odors or waste cleanup.
9. **Weather & Force Majeure**
 - Natural disasters, heavy storms, flooding, lightning, or other events outside Allegiance Turf's control.
10. **Mineral Calcification or Discoloration**
 - "Turf blade turning white" or other deposits caused by hard water, irrigation overspray, or chemical misuse.
11. **Pests & Insects**
 - Infestations (ants, rodents, insects) that can burrow or nest under the turf.
11. **Chemical or Harsh Cleaning Agents**

- Damage from bleach, solvents, or other unapproved chemicals.

12. Heavy Equipment or Excessive Loads

- Damage from vehicles, construction machinery, or usage beyond normal foot traffic.

13. Color Variations / Dye Lots

- Slight color or texture differences when patching or replacing sections with different dye lots.

14. Personal Injuries

- Allegiance Turf is not liable for injuries unless directly caused by provable negligence in installation.

15. Repairs Not Performed by Allegiance Turf

- Any repair or alteration by a third party voids warranty in that specific area.

Liability and Indemnification

1. Limitation of Liability

- Allegiance Turf's liability for damages arising from this agreement or related to the installation shall not exceed the total contract price.
- We are not responsible for **incidental or consequential damages**, including loss of use, personal property damage, or other indirect costs.

2. Indemnity

- The Customer agrees to defend, indemnify, and hold harmless Allegiance Turf from any claims, damages, or liabilities arising out of the Customer's negligence, misuse of the turf, or failure to disclose relevant site information (e.g., buried utilities).

8. Force Majeure

Allegiance Turf shall not be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, civil unrest, labor disputes, governmental actions, pandemics, or supply-chain disruptions.