



DATE:	3/17/2023	CUSTOMER:	Oak Creek HOA
CONTACT NAME:	Scott Brooks	PHONE:	813-607-2220
HOOVER SITE:	9189 Del Webb Oak Creek	SITE ID #S:	9189+9196
HOOVER MODEL:	HC2F-50J20PDV-460/3-FHMSR3L-Z	CONTRACT TERM:	5 Years (3/23/2022-3/23/2027)

Hoover Pumping Systems is pleased to offer an extended warranty of up to five (5) years for pump stations enrolled in the Hoover Flowguard Maintenance Program. This warrants that products are free from defects in workmanship and material for a period of up to five (5) years effective from date of initial Hoover Pump Station Installation. All stations must be enrolled in the Hoover Flowguard Maintenance Program during the entire duration of the warranty period (1st year is included with the purchase of the station).

HOOVER shall repair or replace any parts it determines are defective, as long as:

- The system is operated within the pump station and component design limits.
- The system is operated in accordance with instructions in Operation and Maintenance Manual.
- The warranty claim is reported to HOOVER during the life of the Warranty.
- Each instance of hardware failure is reported to HOOVER to obtain HOOVER’s concurrence that a part should be repaired or replaced by Hoover.

Additional Terms:

1. HOOVER may opt to replace or repair any defective parts, and reserves the right to determine appropriate action at its discretion.
2. CUSTOMER agrees to participate in basic preliminary trouble shooting with HOOVER’S direction, to assess need for Technician site visit.
3. Any modifications made by CUSTOMER and/or any other party during the warranty period will automatically void this warranty.
4. This warranty extends to original CUSTOMER and subsequent owners as long as such ownership falls within the warranty period.
5. This warranty is in effect only if the pump station occupies the site of original installation.
6. This warranty does not cover damage under the following conditions:
 - Default of any agreement with HOOVER.
 - Misuse and abuse, including but not limited to: Rapid Cycling, Continued operation above Design Flow, Continued use of Manual Reset to override reported fault condition alarms.
 - Failure to conduct routine maintenance as specified by HOOVER.
 - Failure to utilize settings recommended by HOOVER Flowguard® Help Desk, including, but not limited to Water Windows & written recommendations by Hoover Service Technicians at or following start-up.
 - Damage due to electrolysis, erosion, or abrasion.
 - Presence of destructive gaseous or chemical solutions.
 - Continued power quality problems including but not limited to: over voltage, under voltage, surge, lightning, phase loss, and phase reversal.
 - Vandalism, flooding, acts of war or terrorism, neglect or intentional acts of the owner, contractor or their agents, fire, lightning, wind, rain or any cause beyond HOOVER’s control.
7. All technical advice, recommendations and services rendered by HOOVER are based on technical data which HOOVER believes to be reliable & is intended to be used by skilled persons, at their own discretion and risk. HOOVER assumes no responsibility for results obtained or damages incurred from their use of HOOVER for such advice in whole or in part. Such recommendations, technical advice or services are not to be taken as a license to operate under or intended to suggest infringement of any existing patent.
8. Hoover’s Standard Warranty Statement is applicable and included by reference.



HOOVER FLOWGUARD™ MAINTENANCE AGREEMENT

Hoover Flowguard Maintenance Program includes 24/7 remote automatic monitoring of the irrigation and pump system via **Hoover Flowguard™** combined with two preventative maintenance visits to the site per year by a **Hoover Certified Pump Technician**. The following will be furnished:

- **Priority Scheduling** - When repair service is required. No initial \$289 Evaluation Fee for service calls.
- **Hoover Flowguard™** proactive system support and remote access, automated system alerts and warnings via e-mail, priority service scheduling, assistance from the **Hoover Help Desk** and written recommendations for problem correction.
- **Pump Control Panel** -Test control logic, torque electrical connections to UL specification, treat components with anti-oxidant protective spray, test and replace surge protection components.
- **Variable Frequency Drive** -Test and confirm proper operation. Change parameters if required.
- **Air Conditioner (if applicable)** -Check and confirm proper operation. Clean filter.
- **Pump motor** - Service bearings (if applicable), check operation and current draw against specification.
- **Pump** - Check condition of seal. Confirm flow and pressure performance.
- **Control /Shut Off Valve** - Check pilots, clean filter. Calibrate valve, replace worn diaphragm.
- **Flow Meter** - Test flow meter and pressure transducer for proper operation. Calibrate flow meter as required by Florida Water Management District upon client request.
- **Pressure Tank** - Check and adjust tank pre-charge pressure as required.
- **Suction Intake** - Evaluate intake performance and recommend screen cleaning (if applicable) as required. Adjust self-cleaning screen, return pressure, & clean filter.
- **Discharge Filter (if applicable)** - Check operation and clean hydraulic control filters and check controller.
- **Fiberglass Enclosure** - Check lockable handle, hinges and opening mechanism.
- **Report** -To be submitted upon completion of service call with findings and recommendations.

The following items are excluded from the program (standard hourly rates apply):

- Suction intake cleaning or adjustments due to changing water levels and/or lake bottom sediment buildup.
- Repairs due to failure of any electrical or mechanical components due to mistreatment of the system and other causes not covered by Hoover Pumping Systems warranty
- Repairs due to failures or recurring problems caused by poor water quality including chemical or biological fouling or field irrigation system problems
- Repairs due to vandalism, accidents, negligence or natural events including wind, flood, power surge, and lightning
- Repairs due to operating the irrigation system above the station design, and/or repeated rapid cycling-related repairs, caused by irrigation system leaks (customer neglects to use Hoover Flowguard™ Water Windows)
- Filter disc cleanings



HOOVER WARRANTY & FLOWGUARD™ MAINTENANCE AGREEMENT

THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE GOODS SOLD. THE FOREGOING CONSTITUTES HOOVER'S SOLE WARRANTY AND EXTENDS NO WARRANTIES BEYOND THE DESCRIPTION ON THE FACE HEREOF. PRICING AND TERMS ARE VALID FOR 60 DAYS.

All stations must be enrolled in the Hoover Flowguard Maintenance Program during the entire duration of the warranty period (1st year is included with the purchase of the station).

9189: HC2F-50J20PDV-460/3-FHMSR3L-Z and 9196 HSRF-60CSV-460/3-MR3W-Z

	YEAR 1 (Months 1-12)	YEAR 2 (Months 13-24)	YEAR 3 (Months 25-36)	YEAR 4 (Months 37-48)	YEAR 5 (Months 49-60)
Warranty with Flowguard Maintenance (2 Visits Annually)	Included	\$3850	\$3850	\$3850	\$3850

Contract Total: \$15,400

PAYMENT PLAN OPTION:

- 1. Annual payments due months 13, 25, 37 and 49 \$ 3850/Each X

ACCEPTED BY Oak Creek HOA:

Scott Brooks

Customer Signature

3/21/23

Signature Date

Scott Brooks

Customer Name (Printed)

P.O. Number (if required)

ACCEPTED BY HOOVER PUMPING SYSTEMS:

Nathan Dreher

3/17/2023

Nathan Dreher

Date



HOOVER PUMPING SYSTEMS WARRANTY STATEMENT

Hoover Pumping Systems Corporation, hereinafter referred to as "HOOVER," warrants its new products to be free from defects in workmanship and material for a period of twelve (12) months from start up or eighteen (18) months from the date of delivery or BUYER's requested delivery date, whichever end date occurs first. Replacement for any defective part(s) will be shipped upon delivery of the defective part(s).

At HOOVER's discretion, HOOVER shall repair, replace, or refund the prorated value of any parts it determines are defective, as long as:

- The system is operated within the design limits of the components and the system.
- The system is operated in accordance with the instructions in the system Operation and Maintenance Manual.
- The warranty claim is reported to HOOVER during the life of the warranty.
- Each instance of hardware failure is reported to HOOVER to obtain HOOVER's concurrence that a part should be repaired or replaced.

In addition:

1. HOOVER reserves the right, at its discretion, to inspect the pump station and all parts for warranty claims in any Residential or Commercial application where the pump station is located. Customer will grant Hoover permission to enter the property to inspect the parts under the warranty claim. Hoover reserves the right to repair or replace with exact part or equivalent replacement part if exact part is not available. If parts are to be returned to vendor, BUYER is responsible for return shipping costs, if applicable.
2. HOOVER will provide assistance to BUYER in trouble shooting reported failures. BUYER agrees to participate in conducting diagnostic trouble shooting with HOOVER's assistance.
3. Any modifications made by BUYER and/or any other party other than by HOOVER during the warranty period will automatically void this warranty.
4. This warranty extends to original BUYER and subsequent owners as long as such transfer of ownership falls within the warranty period.
5. This warranty is in effect only if the pumping station occupies the site where the product was originally installed.
6. If HOOVER repairs or replaces a part, neither the warranty term of the part or system is extended.
7. This warranty does not cover damage under the following conditions:
 - Default of any agreement with HOOVER
 - Misuse - as defined by but not limited to - rapid cycling, restricted intake, continued use above design flow, continued use of Manual Reset to override reported fault condition alarms, and abuse.
 - Failure to conduct routine maintenance as specified by HOOVER.
 - Failure to utilize settings recommended by HOOVER Flowguard ® help desk, including, but not limited to, water windows; and recommendations of HOOVER Service Technicians at or following startup.
 - Handling any liquid other than irrigation or potable water.
 - Damage due to electrolysis, erosion, or abrasion.
 - Presence of destructive gaseous or chemical solutions.
 - Power quality problems including but not limited to: over voltage, under voltage, surge, lightning, phase loss, and phase reversal.
 - Excessive temperatures. (In freezing climates, it is necessary to properly prepare the installed system in winter shutdown in order to minimize the potential for freeze damage.)
 - Vandalism, flooding, acts of war or terrorism, neglect or intentional acts of the owner, contractor or their agents, fire, lightning, wind, rain or any Act of God or cause beyond HOOVER's control.
8. All technical advice, recommendations and services rendered by HOOVER are based on technical data which HOOVER believes to be reliable and is intended to be used by skilled persons, at their own discretion and risk. HOOVER assumes no responsibility for results obtained or damages incurred from their use of HOOVER for such advice in whole or in part. Such recommendations, technical advice or services are not to be taken as a license to operate under or intended to suggest infringement of any existing patent.
9. If HOOVER decides to dispatch a technician to the BUYER's site to check or replace parts reported defective by the BUYER, and the technician determines that the failure is NOT due to a defect in HOOVER materials and/or workmanship, BUYER agrees in advance to pay HOOVER for the service call, which will be billed at HOOVER's prevailing rate.
10. **THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE GOODS SOLD. THE FOREGOING CONSTITUTES HOOVER'S SOLE WARRANTY AND EXTENDS NO WARRANTIES BEYOND THE DESCRIPTION ON THE FACE HEREOF.**