



OBERFIELDS LLC[®]
SOLID PERFORMANCE IN CONCRETE PRODUCTS[®]

2011 ULTIMATE BACKYARD CHALLENGE AGREEMENT

Landscape Firm: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Phone: _____ Cell: _____

Contacts Email: _____

Homeowners Names (husband/wife): _____

Project Address (please include house number): _____

City, State, Zip: _____

Homeowners Phone: _____

Homeowners Email: _____

I agree to participate in Oberfield's Ultimate Backyard Challenge, and I have read and understand each and all of the rules applicable thereto, all of which are incorporated into this Agreement by this reference. I represent and agree to abide by those rules. I understand that in order for the Challenge to move forward, Oberfield's must receive a minimum of 12 entries in the Challenge. If 12 entries are not received, Oberfield's reserves the right to cancel the Challenge. I understand that to be considered in the Challenge, my project entered therein must be completed by September 30, 2011. I agree to pay for material used for the project within Oberfield's terms. I understand the entry fee is non-refundable, unless Challenge is cancelled by Oberfield's, and I agree, understand, and consent to photographs and/or images of the project being taken by Oberfield's. I agree and consent that such photos may be used for commercial purposes by Oberfield's and/or employees, directors, agents, and/or affiliates thereof. I agree to indemnify Oberfield's, its employees, directors, agents, contractors, and any representatives thereof and hold each of them harmless from any and all claims that may be made as a result of my entry in the contest and my performance of work on the project, including but not limited to Oberfield's use of photographs and/or images of the project for commercial purposes and/or the taking or collection of such images and/or photos. This indemnification obligation shall survive termination of this agreement and shall survive completion of the contest, and this obligation shall include the obligation to defend Oberfield's and its agents, employees and/or representatives if they are named in a lawsuit brought as a result of my performance of work on the project.

Contractor Signature: _____ Date: _____

Homeowner Signature: _____ Date: _____