

## Repairs and One-Time Services

### Terms and Conditions

- It is important that your pool be clean, algae free and operating properly. Please read this updated agreement to avoid any future misunderstandings. This agreement provides Terms and Conditions for Weekly Pool Service, Repairs, and One-time services completed. We offer a variety of different weekly pool maintenance packages that will suit any customer's needs. We appreciate the opportunity for your business and look forward to a lasting relationship.
- Customer agrees to provide TPG with adequate contact information (land line, cell phone number, work phone number, e-mail address) where he/she can best be reached during the day. If customer cannot be reached in a timely manner, customer agrees to accept any decision TPG makes regarding maintaining the customer's swimming pool and/or other water features.
- For new customers the current Weekly Maintenance Agreement must be signed and returned before maintenance service can proceed. The first month of service payment is required. Any remaining balance will be added to your final invoice. A deposit & current Credit Card Authorization form must be on file prior to scheduling any service; The Pool Guy (hereafter TPG) reserves the right to adjust all prices contained herein if a significant change occurs in our operating expenses.
- Invoices will be mailed unless email is preferred.
- Credit card will be processed within 7 to 10 days of invoice.
- We will not perform any weekly pool service without a credit card on file.
- A Paid in Full Invoice and charge receipt will be sent after each charge.
- Declined credit card payments will result in immediate discontinuation of service.
- If you provide your own chemicals and our tech does not have access to your chemicals, the tech will use the stock from his truck and bill accordingly.
- Fees for repairs, parts and other one-time services will be due upon completion. A card must be on file if you cannot be available at time of service. If you have a card on file you have 7-10 days upon completion to pay the invoice by any method you choose; however, if the balance remains unpaid beyond the 10<sup>th</sup> day, you expressly grant us permission to charge such services to the card on file.
- The pool owner/resident is responsible for complying with any codes required by the city, parish, state or your Homeowners' Association; these codes may include fencing and gates, backwash/waste lines and all other applicable safety issues.

### Account

- If your account has an unpaid balance on the last day of the month, service will be suspended until payment arrangements have been. A \$25.00 trip charge will be added if we are asked to return to the pool the same week due to a delay causing rescheduling that is not fault of TPG. If your service remains suspended for more than 7 days, additional fees may apply to reinstate service if pool is green.
- Returned checks will be assessed a \$30 Non-Sufficient Funds (NSF) fee. In the event of a returned check, you may pay the invoice and all applicable fees via cash, credit card, or money order only.
- A late fee of \$25.00 or 5% (whichever is greater) will be applied to all invoices 15 days after the invoice date and a 1.5% finance fee (18% annually) will be applied monthly for invoices 30 days or more past due.
- You agree to a pre-authorized limit of \$100 for parts, repairs and/or additional chemicals. You grant TPG permission to repair/replace, without prior authorization, any parts, baskets, etc., never to exceed the \$100 limit.
- You understand and agree that declining recommended repairs may put your equipment at risk for additional damages and release TPG from any responsibility for such items.
- You acknowledge and agree that your failure to fulfill these responsibilities may result in additional cleaning fees, chemicals, equipment damage, and/or void any warranties.
- Monthly services may be canceled at any time, but you are liable for the entire monthly charge. There will be no refunds or credits for cancellations effective prior to end of the month.

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- Cancellations must be received by our office IN WRITING at least 7 days prior to the final billing cycle or you are liable for additional charges. Phone calls, voicemails, notes left or handed to technicians, with requests to cancel WILL NOT constitute a cancellation request.
- Cancellation of monthly service will cancel or alter any outstanding work orders for repair work, or one-time services that have been created or scheduled. You must request that these services or repairs still be made.
- Any invoice disputes must be initiated within 10 days of invoice date or charge will be deemed valid.
- Maintenance agreements may be terminated thirty (30) days after either party receives written notice of intent to terminate from each other. This agreement may be terminated immediately if all balances are paid in full regardless of any CUSTOMER dispute as described in Section above.
- Cancellations received prior to the fourth monthly service invoice are subject to a \$25 termination fee.
- Services are performed on a weekly or bi-weekly basis depending on your selected service plan. This means that you will receive an extra service during a couple of months every year. We do not charge extra for this service. We only charge for the extra chemicals.
- If a gate must be locked, we prefer coded locks for access. If you have a key lock, then we require that the gate be unlocked during your service day, that we be provided the location of a hidden key or that we be provided with two copies of the key. We can provide coded locks for \$15-\$20. If gate is locked on your normal service day and we cannot access your pool, you are still liable for the visit. The same applies if gate code is changed or the key is moved without notification. You are not liable if we attempt to service your pool on a day other than your normal service day without prior notification and gate is locked. There will be a \$25 lockout fee charged after the 2nd time our technician is locked out.
- We require that pets be restrained on your service day. If we cannot access your pool due to aggressive pets, you are still liable for the visit. We will always do our best to keep the gate closed, but we cannot be responsible if a pet gets out while we are doing our job. In addition, the customer accepts responsibility for any injuries inflicted by pets on our technicians.
- We generally do not commit to specific service time blocks due to factors beyond our control and constantly changing routes.
- Routes are optimized for drive time to reduce costs. While your pool will generally be serviced at approximately the same time every week, this is not guaranteed. As our customer base expands, your position and service time during your service day may change without notification. We occasionally reverse routes of optimization for quality control purposes.
- A \$20 fee applies to request to reschedule your weekly cleaning, either once or permanently, to a different day. Once your route position is set, we can attempt to move it upon request, but we are only in certain areas on certain days of the week. Not all requests can be honored.
- In the event of inclement weather, we may, at our discretion, perform a "rain/chem check" in lieu of your normal service. This includes checking and balancing water chemistry, emptying skimmer and pump baskets only. An electronic door tag will be provided.
- If your pool is rain checked or only received a partial service, you are not eligible for a free make-up clean and no adjustment will be made to your monthly billing.
- TPG observes the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. Additionally, our office is closed the week between Christmas and New Years.
- If you are on a weekly plan and your service day falls on any of the company's holidays except July 4th, you will not receive a service that day nor will you be eligible for a free make-up cleaning.
- The Service Provider prefers to bill via e-mail. In order to keep pricing as low as possible we encourage all clients to sign up for e-billing.
- Customer agrees to notify TPG of any problems with cleaning services within 24 hours after cleaning visit. If deemed due to improper service, then follow-up cleaning will be at no charge.

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- The customer agrees to make payment monthly. Delinquent accounts may be turned over to an outside agency for collection and an additional processing fee will be charged. In cases of larger balances liens may be filed on the property.

### GENERAL TERMS AND CONDITIONS REPAIR CALL DISCLAIMER

Due to the nature of swimming pool/ spa repair and service work, TPG is not responsible for tangential component failures or otherwise unrelated problems that may occur subsequent to repair service calls. We will use diligence in troubleshooting and repair procedures, however simply touching some older components may exacerbate problematic conditions.

### OTHER DISCLAIMERS

I. Upon completion of a service repair, TPG is not responsible for maintenance or clean-up of the swimming pool unless this service has been requested in writing and agreed to in terms of the contract.

II. TPG is not responsible for damage to the swimming pool/spa structure, coping or related items; or any of the equipment if caused by slippage under and around the swimming pool/spa, buried debris, surface water runoff, fire, flood, storm, earthquake, acts of God, or the negligent maintenance of the swimming pool/spa by the Owner.

III. TPG is not responsible for damage to winter covers during storage.

### WARRANTY

TPG warrants that all material used in completing the repair or work contracted herein will be of good quality and the work will be performed in a competent and workmanlike manner. If any defects occur, TPG will repair any improper workmanship (up to 90 days) and replace/repair defective materials, within/up to guidelines of manufacturer warranty coverage, without cost to the owner, provided the owner has notified TPG of such defects within 24 hours of discovery of issue; and further provided that the Owner has paid TPG, in full, the agreed price of the work as set forth in this contract and has complied in full with the terms and conditions of the agreement. (Certain exclusions apply, and manufacturer labor coverages vary by part/equipment type)

### Referral Policies

While on any active service plan, you can receive a bill credit with referral of a new customer. The new customer must stay active through 3 full billing cycles before you become eligible. The new customer's first invoice, if prorated, does not count toward the 3 billing cycles.

To claim the bill credit, let us know whom you referred (new customers only) and we will apply it once eligible. We will verify your referral with the new customer.

The bill credit will be issued on your next invoice after the 3 full billing cycles are completed. You should receive the credit on the same billing cycle the new customer receives their fourth full cycle bill.

You may NOT use the bill credit to pay for the previous month of service or to pay outstanding invoices after account cancellation; you void any credit if you cancel or suspend service during the referral pending period.

The amount of your bill credit is based on the plan selected by customer, as follows: (A) Platinum/Gold Plan- 2%, (B) Silver/Bronze/Nickel Plan- 1%

Referral Program is stackable, meaning for every new client referred. Once minimum billing cycles have been met, the referring customer receives the discount every month that the referred customer remains a client. There is no limit to the number of referrals you can have.

### Filtration System Maintenance:

- Cartridge filters (4 cleanings per year)
- D.E. (1 cleaning per year)
- Sand (Replacement every 3-5 years).

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- We will automatically schedule your filter clean as soon as you sign up at regular prices to assure that everything is working properly. Ultimately, it is the customer's responsibility to know what the maintenance requirements of the filter are.
- Customers with Cartridge and D.E filters agree to get on a separate plan for their type filter to receive filter clean discounted rates. You must be on service through 3 complete billing cycles to become eligible for your first discounted amount. Cartridge, undersized, older, or quad filters need to be cleaned more often. Regular Price (\$135 for most filters, \$90 single cartridge)
- If the pool owner has a second set of filters, TPG will remove your dirty cartridges and replace with the second set of clean cartridges. TPG will tag your filters, bring them back to the shop to clean, and return them on next scheduled maintenance day. This service receives the discounted price of \$65 per 4 cartridges.
- If the pool owner has a second set of filter cartridges, TPG will remove dirty cartridges and replace with Homeowners second set of clean cartridges. The dirty cartridges will be left on site for homeowner to clean. This service is \$45.

### Services Provided

- The following are some of the services performed based on your selected plan: net, vacuum, brush pool walls, steps and seats/benches, test and adjust water chemistry for Calcium Hardness, Chlorine, pH, Alkalinity, Conditioner, Salinity & Phosphates, check pressure gauge, backwash sand filters as needed, backwash DE filters as needed, check skimmer baskets, pump baskets, pool cleaner bag and wall screen, inspect equipment operation, inspect for any visual issues or leaks (heater operation is not always checked unless requested), inform customer of any issues, keep record of pool condition & chemistry, check and notate water level, close gates and/or lock them when service is complete, and adjust time clocks as needed.
- The cost of all parts and chemicals added to pool water or pool equipment are added to monthly bill.
- Pre-party cleanups provided with 7-day notice.
- Uncover and Cover: Uncovering and covering are additional services offered and are additional charges above the normal maintenance fee. Depending on the condition of the pool at uncover, additional service visits may be needed and will bear additional charges. CUSTOMER must call to schedule an appointment to uncover or cover.
- Under certain plans, our technician will be glad to use the chemicals you provide in lieu of those on his truck. If he arrives and the chemicals required to address the water chemistry are not available, he will use chemicals from his truck, and you will be charged for them. You have the option of paying for the chemicals used or contacting the store to let us know that we can pull back our chemicals from your supply (must be identical chemicals and concentrations) and your account will be credited accordingly.

### Services not included in monthly plans

- Any extra labor above and beyond normal weekly service times.
- Cleaning and/or removing of scum, oil, or mineral deposits from tile or pool finish at an additional cost.
- Maintaining pool and spa water level.
- Excess debris in pool due to acts of nature, vandalism, or lawn maintenance.
- If you have yard service, there will be an additional charge of \$60 for a return trip to remove leaves or yard debris that are carelessly blown into the pool.

### Customer responsibilities

Heavy foliage: During certain times of the year, due to leaf fall, it may be advisable for the homeowner to empty the skimmers and traps in between our visits. This will help to ensure that the equipment is not damaged due to lack of water flow.

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Customer agrees to keep plants, trees and equipment area trimmed. Debris which drops into your pool or that covers your equipment area can result in increased chemical use and could burden the pool equipment. Pools that have bushes, trees or other vegetation within 3 feet of the pool's edge need to be trimmed so that we have a full three-foot clearance around the pool. Trees that hang over the pool need to be trimmed back so that there is 3ft clearance above the pool. We need to be able to freely move and use our skimmer pole without hitting trees and/or bushes that knock more debris into the pool due to the physical contact.

### Billing / Service Rates:

- A 50% Down payment may be required for jobs of \$300 or more
- Labor is billed at \$90.00 per hour  
Extra visit: \$45/half hour on most plans. (Extra service visit may also be applicable if visit exceeds more than the service plan's allotted time, due to excess debris or algae that is out of our control.)  
Non specialty diagnostic fee \$45. You will be sent a quote stating the cost of the repair(s); if customer approves repairs fee will be waived. Understand that upon breakdown of equipment, there may be an unforeseen repair that has to be made to restore proper working condition of your equipment. Customer will be notified of additional cost.
- Diagnosis fees are required for Heaters, Automation, and Portable Spas due to the scope of work involved in these repairs to determine the necessary repair. Service calls for these repairs are billed at \$135/hour.
- All Quotes are on a case by case basis  
Emergency Service Call: Billed at \$135.00hr + parts if applicable.
- To avoid the Emergency fee the simplest solution is to simply turn off breakers to pool equipment until the next available day. We try to place pools down at the top of our list if possible.
- Chemical pricing, and service charges are subject to change due to market conditions, etc. Notice will be given at least 15 days in advance for service charge changes if necessary.
- We will make every effort to service your pool on the same day or days each week. If for some reason, such as illness, automobile accident, truck has broken down or family emergency, your service technician is not able to service your pool, service may be provided by another service technician. The timing of these situations does not always allow for us to notify you ahead of time.
- If a keyed lock must be used, pool owner must provide service provider with 2 working keys for each lock.
- Service technicians will not jump gates or fences to service pool if gates are locked
- An electronic notification/door tag will be sent/left letting you know why we were unable to service pool and we will return on your next scheduled service day. A \$25.00 trip charge will be added to your account if we are asked to return to the pool the same week that we were not able to gain entry to your pool because of locked gate or other delay causing rescheduling that is not fault of TPG.

### Bees, wasps, snakes, and other pests

We at TPG are concerned with the safety of both our employees, our customers and others. Some people are allergic to bee or wasp stings and snake anti-venom is very expensive. Should your service technician encounter bees, snakes, or other pests, they will report the situation to our office. Our Tech/Office will contact you, making you aware of the situation and asking that it be corrected prior to your service technician's next visit. Please contact us prior to your service technician's next visit to let us know if he can continue to come or if you require more time to correct the situation.

### Pressure, suction, and robotic cleaners

TPG will make sure your pool cleaner is working properly. If the service technician determines your cleaner is not working, he will bring your cleaner to the store for evaluation and you will be called, prior to repair of cleaner, and advised on what needs to be repaired and the cost.

**Equipment Problems:** If your maintenance technician notices a problem with the pool, he will leave you a note and contact our office. In the event a problem arises, please call our office as soon as possible to authorize a repair service call by one of our trained equipment repair specialists.

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**Freezing Weather/Pool runtimes:** In the event of freezing weather, water circulation must be maintained continuously through the equipment to prevent freeze damage. It is also critically important during freezing weather to do whatever it takes to maintain the proper water level.

We do require you to run your pool 10-12 hours per day from spring through the end of fall. We suggest no less than 8-hours of daily, runtime during the winter.

**Initial Startup Visit:** It is important that your pool be clean, algae free and chemically balanced when we begin your service plan. For pools that need to be cleaned before we start service, we provide the initial startup visit at a charge of \$90.00 per hour plus chemicals. The regular monthly cleaning contract begins on the week after the initial startup visit.

**Water Level:** It is the customer's responsibility to maintain the water level. We cannot be responsible for any equipment damages or other issues that arise as the result of low water level in the pool. Low water level can result in damage to your swimming pool equipment. It is your responsibility to maintain proper water level. If the service technician arrives and the water level is too low, an e-mail/text will be sent to advise you of this.

To prevent overfilling of pool, we will not place a hose in your pool to fill pool under any circumstance. If you do not have an autofill you may however place a water timer and leave that hose near the pool to use. We will set the timer for a few hours, but additional water may still be needed. You agree to hold TPG harmless if a water timer fails. Water level solutions offered for vacation and out-of-state customers at additional charge.

**Salt Chlorinators:** Chlorine (salt) generators require four, mandatory cleanings per year. The cost for the salt generator inspection/cleaning is \$45. We will automatically schedule your Chlorine Generator cleaning as soon as you sign up at regular prices to ensure that everything is working properly.

We understand and appreciate the benefits of salt water chlorination, however, salt is still a corrosive mineral and TPG cannot and does not accept any responsibility for any damage, staining, corrosion or deterioration of any of the pool equipment or surfaces, that may result from the use of salt in the pool. During the high temperatures of summer, Salt chlorinators may not be able to keep up with the demand for chlorine. The desired chlorine level during summer temperatures is 5ppm. Your water is tested each week. If the chlorine level is too low to keep the pool properly sanitized your service technician will add another form of chlorine to your pool for sanitization purposes.

All salt generating systems will shut down when the water temperature dips to 60 degrees or below. Supplemental sanitation may be necessary.

### **Discoloration:**

Customer understands that all pool surfaces are subject to discoloration over time. The gunite below the surface has a high alkalinity and is constantly curing. Some shading and discoloration are a natural outcome of the process.

Different forms of staining to the pool's finish will happen and can be held to a minimum with proper pool chemistry. Swimming pool finishes sometimes will contribute to pool staining. A certain amount of staining, shading and/or color variation is normal. TPG will not be held responsible under the terms of this agreement.

TPG, its employees and/or independent contractors, agree to provide swimming pool maintenance in a responsible manner. "To the fullest extent permitted by law, the Customer shall indemnify and hold harmless the TPG, its Owner, employees and/or independent contractors, and agents of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Subcontractor's Work under this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section."

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NOTE: We try to maintain your pool using approximate gallons and a precise dosing calculator. Even with these type procedures it is not uncommon that your pool may need to be partially drained to get water properly balanced.

NOTE: The pool does not need to be drained to repair or replace a pool light.

OUR GOAL IS TO LEAVE YOUR BACKYARD WITH A CLEAN AND HEALTHY SWIMMING POOL, READY TO USE.