

TERMS OF SERVICE:

STRUCTURAL ISSUES: The Company does not take responsibility for *any* shading, cracking, chipping, or variations in swimming pool coatings. Since coatings are composed of natural materials and applied in numerous separately mixed batches, a certain amount of shading, staining, and color variations should be expected. Calcium rich coatings can cause mineral saturation in the pool water. Calcium deposits can form on water tile line and on pool coatings. Salt can greatly increase the Total Dissolved Solids in water. Different forms of staining do occur in all pools and with proper chemistry can be held to a minimum. The Company does not take responsibility for damages or staining caused by oils, scum build up, and/or the decay of natural materials introduced into the water through acts of nature, swimming, or gardening services. The Company does not take responsibility for damages to the structure caused by vandalism. Regular partial or full structure draining(s) *will* be necessary throughout the life of the swimming pool to reduce calcium and metal saturation and minimize plaster issues.

HOLIDAYS/VACATIONS: The Company observes 6 major holidays. There will be no service on Memorial Day, Independence Day, Labor Day, New Year's Day, and the weeks of Thanksgiving and Christmas. If your day of service does not fall on these days then they do not apply. The technician is also allotted two weeks vacation per year. You will be notified of vacations two weeks in advance. The water will be prepared chemically the visit before to make it through the missed visits. These are included in your rate and will not be credited to you.

SERVICE DAY AND TECHNICIAN: The service day of the week and your service technician may vary from time to time without prior notice. If your pool is missed due to sickness or illness you will be notified and the missed day will be made up later in the week (health permitting). Otherwise, you will not be billed for that service call. If the service technician arrives on the service date and cannot get to your pool due to circumstances beyond his control, there will be no discount for the missed service. If the company is given at least 72 hours prior notice that access to the pool will be obstructed we will work with you to re-schedule to a different day of the week or not show up at all, in which case your monthly invoice will reflect that visit with no charge. If your technician shows up and can't get to your pool and you require the pool to be cleaned the same week there will be a service charge for the return trip.

WEATHER: The Company is not responsible for damage to pools due to acts of nature. An additional charge may be assessed to clean excessive debris and/or dirt build up. Unfortunately, the weather is not always sunny. On the days when it is raining, windy or otherwise hazardous the chemicals in your pool will be balanced and your baskets will be emptied. There will be no vacuuming or netting until the following visit (weather permitting).

INVOICES/LATE FEE: Invoices are generated around the 20th of every month by mail or email. Payment is due within 30 days of the invoice date. If payments are not received within 30 days, a \$5.00 late fee will be assessed to the next months invoice. **Bounced Checks (NSF Fee):** There is a \$45.00 charge for bounced checks (Non-Sufficient Funds).

SERVICE/EMERGENCY CALLS: Our regular business hours are Monday through Friday, 8am – 5pm. If you have an after hours emergency and need an immediate response, a service call charge will be applied. If it is after hours Monday through Thursday, a fee of \$75 will be charged to your account. If it is after hours on Friday, Saturday, or on Sunday, a fee of \$125 will be charged to your account. If it is during any of the above listed holidays or vacation time periods, a fee of \$195 will be charged to your account. Pools being serviced on Saturday and/or Sunday will not be charged for a weekend emergency visit if the call for service is made between 7am and 12pm. Other service calls during business hours, but before or after an agreed upon service visit, may result in an additional charge if the response results in circumstances that are beyond the company's control.

FILTER CLEANINGS: All DE and cartridge filters related to the body(ies) of water need to be cleaned at least 3 times a year. These cleanings are done in a cyclical fashion and prior approval *will not* be obtained. Any repairs or replacements of parts are an additional charge. As it is critical for the filter to run in order to maintain clean water, replacement parts for the filters (elements, manifolds, and O-rings) *will* be replaced without prior approval. There may be more frequent filter cleanings due to bather load, amount of debris, or other conditions beyond the company's control. Replacing the sand in sand filters will have a varying charge. The Company does not accept responsibility for excessive algae build up due to being denied the ability to clean the filter(s) when suggested. Not cleaning the filter may require an additional charge to remove any excessive algae that may bloom as a result of the filter not being maintained or being maintained by any person other than a representative of the company. See front page of agreement for rates. **Salt Cell Cleaning:** If a salt chlorine generator is present on the pool plumbing, regular maintenance is necessary to extend the life of the system. Maintenance and repairs to the system will be an additional charge. Regular cell cleaning is necessary and will be performed each filter cleaning. See front page of agreement for rates.

POOL/SPA DRAINING: As the TDS, calcium, and nuisance chloramine levels rise in spas and wading pools, the water becomes ever more difficult to maintain properly. The level of contaminants increases, and they can inhibit the disinfectant or act as nutrients for bacteria or algae. This can result in sustained levels of bacteria and other hazards to bather's health. It can also cause excessive scale and build up in the equipment and decrease the life of the equipment. Budgeting at least one draining per body of water, per year, would be a good idea for a spa and/or wading pool. The swimming pool can be judged as time progresses. The cost to drain a swimming pool is \$250, a spa is \$125, and a wading pool is \$85. These include the draining of the water and balancing of chemicals upon completion. The company will need assistance from an on sight person to monitor the water as it is filling to prevent flooding issues. *Draining will not be performed without prior approval.*

HEATER MAINTENANCE: Once a year the internal components of a heater need to be cleaned. This is to help prevent soot build up and corrosion and will help extend the life of the heater. See front page of agreement for rates. *No heater work will be performed without prior approval.*

SUMMER SURGE: This is a fee charged to offset the extra chemicals needed to prevent algae build up from excessive use and heat in the summer that create an environment conducive for algae growth. This fee includes conditioner, which helps prolong the life of chlorine in the water by slowing down chlorine decay due to the ultra violet rays of the sun. It also includes extra algaecides, such as yellowtrine and silvertrine. These are added throughout the year, but primarily used in summer, to help prevent algae growth. See front page of agreement for rates.

LOCKBOXES: The Company may place a lockbox on site and secure it to an inconspicuous place, if possible. This may include installing it against a building in the pool area (i.e. clubhouse or restroom) or to a fence near an entrance to the pool area. We do not provide any association with a combination to the lockbox. *If the management insists on accessing the lockbox and is given the code to the lock box we will not assume responsibility for the loss of any keys or the lockbox itself and a \$95 lockbox replacement fee will apply if any lock box is damaged, vandalized, or stolen.*

WATER LEVEL: The water level in a swimming pool or spa is important to maintain. If the water level gets too low, the pump may burn out. If the water is too high the pool can flood. If automatic water fill equipment is installed on any existing pool/spa, the company will take responsibility for monitoring said equipment to make sure it is functioning properly and the water level is kept at the appropriate level. If there is no equipment, the Company will not be responsible for maintaining the water level in the pool/spa. If the water filling equipment needs repair or replacement and not given the approval to fix the problem, the Company will not take responsibility for maintaining the water level.

REPAIRS: Baskets, life rings, and other items required by the health department will be replaced as needed. Other repairs are an extra charge outside of the agreed service rate and will only be made with prior approval from management.

