

PGS - Terms of Service

Thank you for choosing **Pool Guy Services, Inc. (PGS)** as your swimming pool maintenance provider. The purpose of this document is to establish formal swimming pool maintenance expectations and guidelines. This document will outline the services you'll be receiving, the payments **you (Customer)** will be responsible for, and the terms of service that both the **Customer** and **PGS** will be governed by so long as service is in place.

Regular Monthly Service: The **Customer** has agreed for **PGS** to perform pool and/or spa maintenance at the **Customer's** provided address. The Parties agree that this is for a monthly service and the **Customer** agrees to pay **PGS** monthly in advance of the weekly services to be provided that month. The Parties agree that in the event the **Customer** fails to pay in advance of service being provided, the service shall be suspended and the **Customer** shall be required to pay the pool service fees before service is reinstated.

Start-up Costs: Before **PGS** can begin weekly service, it needs to be established that the pool and equipment are in good working condition. Therefore, the **Customer's** initial start-up service will be charged at an hourly rate plus chemical costs. Subsequent service intervals will be billed in accordance with the monthly service rate.

Customer Responsibilities: The **Customer** is responsible for maintaining the water level during the week. Recommended water level is MID-TILE. Filter cleaning is NOT included as part of the monthly service and will be cleaned by **PGS** on or about every 6 months (see Section 4). In the event the **Customer** performs a filter clean themselves, please notify **PGS** for our records. Filters MUST be properly maintained in order for **PGS** to perform proper maintenance services.

1. SERVICE FREQUENCY: **PGS** will provide pool and/or spa service once per week at the **Customer's** provided address except in inclement weather or if the service day falls on a holiday. Please contact **PGS** when **Customer** will be out of town for an extended period of time, or at least 7 days before a party or special event that will cause service to be rescheduled.

In the event of inclement weather on the scheduled date of service, the pool and spa will be cleaned to the extent weather permits. The system will be turned on, baskets emptied, and the chemicals will be checked and balanced.

Holidays: **PGS** does not provide services after hours or on holidays. The Parties agree that circumstances can arise that affect or prevent **PGS** from performing pool and/or spa maintenance such as the weather, an illness, or a holiday. In such an event, **PGS** may elect to postpone pool and spa service for that week. However, in no event shall pool and spa service be provided on July 4th, Thanksgiving (Thursday & Friday), and Christmas Day. These dates are already accounted for in calculating the monthly service fee. Therefore, no credit is due. In the event of an emergency, **PGS** will make every effort to return your calls and answer emails. The **Customer** will NOT be charged extra for months with 5 service days.

Access: The **Customer** must ensure **PGS** has access to the service area (pool/spa and equipment) on the scheduled service day, including: gate entry codes, lock combinations, security guard verification, and all pets must not interfere with, or be determined a threat to, the **PGS** service technician. If **PGS** is unable to provide service due to lack of access, services will not be performed that week and **Customer** shall not be entitled to a credit. For gated communities, please add **PGS** to your list of approved vendors.

2. SERVICES: Chemical-Only service accounts will have their water tested and balanced each week. **PGS** shall provide the following maintenance for **Full service** accounts each week:

- Pool/Spa surface skimmed as needed
- Pool/Spa vacuumed as needed
- Pool/Spa walls, steps, tile brushed as needed
- Water tested and balanced
- Leaf canisters/baskets emptied
- Pool equipment operation inspected

PGS will assign a technician to the property based on the location and day of service. The goal is to perform service on the same day each week to ensure consistency (alternate service days may be necessary based on availability).

Traditional chemicals used during weekly services are included in the monthly service fee with the exception of, but not limited to, shock treatments and phosphate removers. See **Spring Conditioning** in Section 4 for information.

Additional Services: In addition to the standard swimming pool maintenance services, **PGS** offers a wide range of swimming pool care and equipment installation/repair services. Should the **Customer** require these services at any time, please reach out to **PGS** via phone or email.

3. REPAIRS: Repairs are not included in the monthly service fee. Repairs to pool equipment may be made by **PGS** without **Customer's** prior consent, in an amount not to exceed **\$50** including parts and labor (i.e. – replacing baskets, tablet floaters, etc.). Repairs above **\$50** shall first be approved orally or in writing by the **Customer**.

PGS may bring attention to a pool/equipment issue, noting its degree of severity and importance. For situations that cause erratic water quality (leaks, pump issues, filter, etc.) we request that the **Customer** deal with the issue in an expedient manner. **PGS** is not responsible for malfunctioning Automatic Water Levelers or Automatic Fill Lines.

4. PRICING & FEES: The **Customer** agrees to pay **PGS** the monthly service fee as well as any additional costs that may be incurred for repairs or services that are in addition to the services specified in Section 3 above. Additionally, the **Customer** shall incur an additional charge of **\$75.00** on or about every 6 months for filter cleaning as well as **\$50** for our annual Spring Conditioning charge included on the April invoices.

The **Spring Conditioning** charge covers specialty chemicals used on a regular basis such as chlorine stabilizers, metal inhibitors, water clarifiers, and some algaecides. The flat fee saves the **Customer** money rather than itemizing every ounce/pound used at each visit throughout the year.

Severe inclement weather, other acts of nature, or vandalism that cause an excessive accumulation of dirt and/or debris that require extra labor and materials are not considered normal circumstances. Additional invoicing may result in the course of performing this additional work.

5. BILLING & PAYMENTS: **PGS** offers invoice billing by mail or email. Invoices are sent out the first of the month and each monthly payment must be received by **PGS**, in full, by the 15th of that month. Past due accounts are not entitled to any discounts. **PGS** accepts Credit Card, Cash, or Check payments only. In the event of non-payment, services will be suspended after 45 days until the account becomes current. When restarting pool service after suspension, the condition of the pool will determine if a start-up fee may be applicable.

Auto-Pay: For **Customers** who opt-in to the auto-pay program, Credit Cards will be kept on file and automatically charged on the 15th, or the first following business day, each month.

6. DISCLAIMER: Monthly service does not include the cleaning and/or removal of scum, oil, or mineral deposits from the tile or pool finish. **PGS** is not responsible for excess debris in the pool due to acts of nature, vandalism, or lawn maintenance. **PGS** shall not be responsible for any damage to property due to acts of nature, fire, vandalism, misuse, or abuse. **PGS** shall not be responsible for lost animals. **PGS** is not responsible for any damages or deterioration caused by failure of the **Customer** to perform other services recommended by **PGS**, or by failure of **Customer** to properly maintain pool and equipment between visits.

The **Customer** is responsible for maintaining the correct water level as well as keeping all trees, plants and shrubs trimmed back from the pool. The **Customer** should be aware that normal deterioration of equipment occurs over time due to exposure to chemicals, sunlight, and, in some cases, other corrosive materials (i.e. salt). During summer months, the **Customer** must run the filter pump a minimum of 8-hours a day for chemicals to circulate properly. All the chemicals in our arsenal will NOT help stagnant water stay clear.

7. TERMINATION: The Parties agree that this is a monthly service agreement that continues from month to month until terminated. The agreement may be terminated by either Party at any time. However, it is appreciated that the **Customer** give **PGS** thirty (30) days advance written notice of the **Customer's** cancellation of this pool service agreement. Such notice may be delivered by email or phone call, or in person at the offices of **PGS**.

BY SIGNING BELOW, I HEREBY ACKNOWLEDGE AND UNDERSTAND THE PGS TERMS OF SERVICE STATED ABOVE.

CUSTOMER SIGNATURE: _____ DATE: _____