

Peak One Pool & Spa Residential Service Agreement, Policies, Terms and Conditions

Terms & Conditions

- Service includes: Testing water for proper balance using Taylor test kit and Langelier Saturation Index, addition of required chemicals to maintain proper water balance to health code standards, checking water temperature on each visit and adjusting temperature if necessary, removing visible dirt and debris from water and equipment which includes: skim water surface to remove floating debris, backwash or clean filters as needed, scrub and clean tile line as needed, vacuum and brush as needed, empty and clean pump baskets and skimmer baskets, hose off coping stones as needed. Check for proper operation of equipment including pump, heater, filter, chemical feeder and plumbing. Verify pump and heater are powered on and functioning, add water as needed to maintain proper levels. "As needed" items are performed at the technicians discretion and may not be performed at every visit.
- We guarantee customer satisfaction. If you are not satisfied with our service we will either re-service the pool/spa within 1 week at no additional charge or we will credit your invoice for the unsatisfactory service. You must call the office within 24 hours of service for guarantee to apply. Guarantee does not apply if weather was a factor following service.
- Service hours are 8 am- 4 pm Monday - Friday during the off season (October- March) and 7 am-5 pm Monday- Saturday during pool season (April- September). Services are generally completed during these hours though we may arrive as early as 7 am and as late as dusk.
- We reserve the right to suspend or terminate service due to safety or financial concerns or failure of customer to fulfill required responsibilities, or abuse of service.
- Rates are determined by pool size, gallons, condition, surrounding vegetation, equipment and additional services requested. Phone estimates are not binding. Rates are subject to change.
- A door tag or work order will be left on premises indicating services provided at each visit. Absence of a door tag does not indicate or constitute a missed visit unless verified by GPS records.
- We agree to provide service as stated in this agreement in a reliable and trustworthy manner. In consideration, you agree to waive any and all claims against us and our employees, unless arising from gross negligence.
- Your technician may change without notice and substitute technicians will be used when necessary without notice.
- If equipment is found to be non-operational or we deem an equipment failure is imminent we will notify you and provide a written estimate for repair or replacement. The customer is ultimately responsible for maintaining proper operation of equipment.
- We are NOT responsible to damage to pool, plaster, plumbing, equipment or any surrounding structures caused by any of the following: draining pool or reducing water level to make repairs, failure to notify customer of current or future equipment issues, failure of customer to follow our recommendation on repairs, failure of customer to maintain proper water level, failure of customer to remove debris between our visits, normal wear and tear even if such damage occurs during or after pool service or as a result of being handled by one of our technicians, improper water chemistry which includes corrosion, calcium build up, plaster etching, staining, excessive salinity, over saturation and bather discomfort. All attempts will be made to properly balance your pool, but factors beyond our control can greatly change the water chemistry.

Additional Costs

- Chemicals supplies and repairs are extra costs and will be billed at our current rates.
- Chemicals and supplies will be delivered as needed. Every pool/spa is different and the amount of chemicals needed for proper maintenance varies greatly between pools/spas. Chemical rates can change throughout the season. We are continuously monitoring our pricing to supply you with the best product at the best price.
- Acceptance of this agreement approves any minor repair or supplies required under \$200.00 to be completed/provided as needed. All major repairs or equipment over \$200.00 will be presented in the form of an estimate for approval before any work is started or supplies are delivered. Please contact Peak One Pool & Spa with any necessary repairs not noted during our routine service visit.
- Full service includes up to 45 minutes of cleaning. Additional cleaning time due to excessive debris from events, misuse or weather will result in additional charges. Additional time will be charged in 15 minute increments.

Services Not Provided

- Repairs to fences decking, gates, doors, building, storage sheds, furniture or locks.
- Landscaping, pruning, planting, cutting or watering plants, bushes or trees.
- Cleaning pool deck area, deck furniture or emptying pool trash cans.
- Regulating pool usage, maximum bather load, life guarding, or security.

Customer Responsibilities

- Provide access to water through a hose or exterior faucet to perform services as required. Customer is responsible for the cost of water.
- Maintain pool water level and any costs associated. We can add water during service but it is insufficient to maintain level.
- Maintain a clean work area around the pool and equipment free of obstacles such as vegetation, pet excrement, toys or other hazards.
- Check overall pool status and general operation of equipment and report any issues.
- Provide an email address and agree to receive communications, notifications and invoices electronically. Paper invoices are subject to a fee.
- Maintain pet safety by restraining pets during service and agree to reimburse us for costs associated with injuries to employees caused by pets. If we cannot service your pool due to pet interference you are still liable for the visit. We are not responsible for any actions of pets including those that result in injuries to pets due to chemical exposure or interference with service, escape from open or unlocked enclosures as a result of failure of customer to restrain pet as required.

Cancellations and Service Changes

- Requests to cancel or postpone service must be received by our office at least 1 week before service is scheduled to occur. Cancellations via notes left for or handed to technicians or verbal requests to technicians do not constitute a cancellation request.
- Cancellation of routine service is separate from repair work orders which must be cancelled separately.
- Bi-weekly service is only available during the off season from October- March. You will automatically be switched to a weekly service plan during pool season from April- September. You must contact our office to switch your service during the off season.

Access, Service Days, Weather and Holidays

- If a locked gate is used we require coded lock boxes for keys or to have a code on file with our office. We will provide the use of a coded lock box upon request. We will not manage keys.
- If a gate is locked and we cannot access your pool, you are still liable for the visit. This applies if the code is changed without notification.
- Routes are optimized for drive time to reduce our carbon footprint and your costs. Your service day and time may be subject to change without notice. Routes are scheduled on a weekly basis and requests to reschedule or for additional service may not be honored. Generally, service day and time requests

cannot be honored due to constantly changing routes.

- In the event of inclement weather which includes temperatures below freezing and/or excessive precipitation we may at our discretion perform a chem check in lieu of regular service at a reduced rate. This includes testing and balancing water chemistry and emptying skimmer and pump baskets only.
- We observe the following holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving and Christmas. Additionally, our offices will be closed the week of Christmas and no service will be performed during this week. If your weekly service falls on a holiday you will not receive service that day. If you are on a biweekly service schedule and your service falls on a holiday we will perform service on the week before or the week after at our discretion.

Billing and Payment

- Billing will occur at the beginning of each month for work completed during the month prior with the exception of any repair work which will be billed upon completion of the repair.
- Invoices will be mailed or emailed to the address on file. Auto pay customer will be charged to the credit card on file within the first 7 days of each month. Invoices for auto pay customers will indicate PAID if auto pay was successfully processed.
- Payment is due within 30 days of date of invoice.
- Accounts not paid within 30 days from the invoice date will be considered delinquent. Past due balances are subject to a 1.5% per month finance charge. Service will be suspended if payment is more than 30 days late and you will be required to enroll in auto pay to resume service.
- We do not accept cash for pool service. Payments must be made to the office and not to the technicians. Cash tips for the technicians are accepted and appreciated.
- Returned checks are subject to a fee.
- Repair payments may require a credit card # on site.
- A 50% down payment may be required for repairs.