

Paradise Pool and Spa Terms and Conditions

Services will commence on a MONTHLY basis and continue on a month to month basis until service is cancelled.

PLEASE NOTE: Every reasonable effort will be made to ensure services are performed on your scheduled service day(s). However, severe weather conditions, holidays, vehicle/equipment malfunction, repair, Trade Educational events, and other circumstances beyond Paradise Pool & Spa control may interfere from time to time. Under those circumstances, **Paradise Pool & Spa** reserves the right to reschedule or modify services as necessary on a temporary basis, **Paradise Pool & Spa** will reschedule within the same week, whenever possible, however weather conditions during the rainy and windy winter months may cause further delays.

HOLIDAYS: **Paradise Pool & Spa** will be closed and not performing service on the following;

New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving & Christmas. Reasonable efforts will be made to perform your service on another day if your service day falls on one of these holidays but is **not** guaranteed.

PAYMENT:

“Client” shall pay **Paradise Pool & Spa** for the services performed the Agreed upon sum per Month In a timely manner. Payment is due immediately upon receipt of invoice and must be received by **Paradise Pool & Spa** no later than the 10th day of the following service month to be considered timely. **Services may be interrupted for non-payment/ late payment.** “Client” agrees to pay any outstanding balance within 30 days of invoice date and agrees to pay **Paradise Pool & Spa** an additional \$25 charge per month for any unpaid invoices within 30 days. “Client” agrees to pay **Paradise Pool & Spa** any and all attorneys, court, and collections fees associated with collection of “Client” unpaid services performed by **Paradise Pool & Spa**.

CLIENT’S RESPONSIBILITIES:

- a. Client will ensure **Paradise Pool & Spa** has access to the pool/spa area on service days, including, where applicable, gate entry codes, pool keys, lock combinations, security guard notification, etc. If technician cannot access the pool or pool equipment at the time of service visit, technician will attempt to contact Client to reschedule. If technician is not able to reach Client, services may be skipped without credit to Client.
- b. **Paradise Pool & Spa will NOT remove** any pool covering device in order to service swimming pool or spa the “technician” will attempt to contact “client” to remove cover or to reschedule service if possible. Credit will not be given if service is skipped due to the pool being covered by a solar or safety cover.
- c. Pool Technician **will NOT** relocate or restrain unfriendly pets from service area during service visit. If an unfriendly pet is not restrained at the time of service visit, technician will attempt to

contact Client to reschedule. If technician is not able to reach Client, services may be skipped without credit to Client.

- d. If Client does not notify **Paradise Pool & Spa** in advance of scheduled visits that service is not required, services may be skipped without credit to Client.
- e. Client will run filters for Minimum 10 hours per day during summer months (May 1 to October 30), and for a minimum 8 hours during other months (daylight hours).
- f. **Client is responsible for maintaining the proper water level and cleanliness of the pool area** for efficient pool operation. **Paradise Pool & Spa** may add or reduce water levels during service visit. If excessive time is required to bring the water to proper level, **Paradise Pool & Spa** will notify Client to add further water and maintain optimal operational level.
- g. Client will be required to rectify/repair any equipment malfunction or leak as soon as possible after being alerted of its existence. Client may request such repairs be performed by **Paradise Pool & Spa**. Alternatively, Client may perform its own repairs, or hire an outside contractor of its own choosing. However, if necessary repairs are not made within thirty (30) days after notification by **Paradise Pool & Spa**, **Paradise Pool & Spa** reserves the right to charge additional fees for its labor or additional chemicals required to stabilize pool conditions, due to malfunctions or leak(s) and to continue to charge additional fees until the equipment and malfunction or leak(s) has been rectified/repared.

GENERAL PROVISIONS:

- a. All work shall be completed in a workmanship like manner by individuals duly licensed to perform the work.
- b. **Paradise Pool & Spa** warrants that it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of **Paradise Pool & Spa** or its employees.
- c. Invoices are issued on the 15th of every month for which service is being performed and are due upon receipt. Payments are considered late if not received by the tenth (10th) day of the following month and a late fee of \$25 may be applied to the outstanding balance every month until the balance is paid in full.
- d. A fee of \$35 will be applied for any unpaid returned checks, service may be suspended until payment is resolved. In the event of multiple returned checks, alternate methods of payment may be required.
- e. In the event Client fails to pay for services in a timely manner, **Paradise Pool & Spa** reserves the right to cease all services (including any planned repairs), without notice, pending payment or resolution of dispute.
- f. **Paradise Pool & Spa** may, accommodate Client by purchasing and installing parts and products for Client's pool/spa. **Paradise Pool & Spa** will bill Client for any such parts and products. Until such time as such invoices are paid in full, such parts/products remain the property of **Paradise Pool & Spa**.
- g. **Paradise Pool & Spa** may, from time to time, accommodate Client by scheduling service calls for repairs or other services with third-party vendors. Prior to such service calls occurring, **Paradise Pool & Spa** may require a deposit or payment be made in full for any such third-party vendors, and reserves the right to schedule such visits until the deposit or payment is made in full.

- h. **Paradise Pool & Spa** shall not be liable for any delay in completing services due to circumstances beyond its control. In the event service is taking place during extreme weather conditions, such as a thunderstorm, Paradise reserves the right to only provide “Rain Service” during such time(s). Rain Service includes the emptying of baskets/cleaner bag and adjusting the water chemistry ONLY. For safety and liability reasons no maintenance requiring an aluminum pole will be performed. Paradise is not responsible for “acts of God”, ie: floods, tornados, hurricanes, thunderstorms, or heavy wind/rain. Should either of these take place in between our weekly visits, Paradise reserves the right to charge an additional clean-up fee. This fee will be determined onsite upon arrival depending on the condition of the pool.
- i. Client agrees to allow **Paradise Pool & Spa** to use any and all photos or videos taken for use of advertisement purposes at the location for which the Client contracted **Paradise Pool & Spa** to not include any personal or identifying information such as street address, license plates, etc. If a Client is included in a photo or video it will be done so with Client’s consent.
- j. **Paradise Pool & Spa** invoices for four weeks of service per month. Throughout the year there are four months we visit five times per month. These additional visits will be billed accordingly, as an extra week of service.

CANCELLATION:

Paradise Pool & Spa reserves the right to terminate services at any time for any reason by providing the client with written notice. Client may cancel service by providing **Paradise Pool & Spa** notice in writing. Any prepaid funds extending beyond the cancellation date will be refunded to the Client within TEN (10) business days after cancellation in writing at a pro-rated amount.

Client Signature:

PPS Representative Signature: