



## LAKESIDE POOL CARE 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 and other circumstances beyond **LAKESIDE POOL CARE'S** control may intervene from time to time. Under those circumstances, **LAKESIDE POOL CARE** reserves the right to reschedule or modify services as necessary on a temporary basis. **LAKESIDE POOL CARE** will reschedule within the same week, whenever possible, however weather conditions during the rainy and windy winter months may cause further delays.

**Holidays:** **LAKESIDE POOL CARE** will be closed and not performing service on the following holidays; New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans 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 **LAKESIDE POOL CARE** for the services performed the Agreed upon sum per Month in a timely manner. Payment is due the 1<sup>st</sup> of every month. **LAKESIDE POOL CARE** will send your invoice on the 20<sup>th</sup> of every month, giving you 10/11 days to pay by the 1<sup>st</sup>.

### **CLIENT'S RESPONSIBILITIES:**

- a. Client will ensure **LAKESIDE POOL CARE** 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. **LAKESIDE POOL CARE will not remove** any pool covering device unless previously discussed 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 **LAKESIDE POOL CARE** 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 6-8 hours per day during summer months (May 1 to October 30), and for 4-6 hours during other months (preferably in daylight hours).
- f. **Client is responsible for maintaining the proper water level and cleanliness of the pool area** for efficient pool operation. **LAKESIDE POOL CARE** may add or reduce water levels during

service visit. If excessive time is required to bring the water to the proper level, **LAKESIDE POOL CARE** will notify Client to add further water to 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 **LAKESIDE POOL CARE**. Alternatively, Client may perform its own repairs, or hire an outside contractor of its own choosing. However, if necessary repairs are not made within (30) days after notification by **LAKESIDE POOL CARE**, **LAKESIDE POOL CARE** reserves the right to charge additional fees for its labor or additional chemicals required to stabilize pool conditions, due to malfunction or leak and to continue to charge additional fees until the equipment malfunction or leak 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. **LAKESIDE POOL CARE** warrants that it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of **LAKESIDE POOL CARE** or its employees.
- c. A fee of \$35.00 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.
- d. In the event Client fails to pay for services in a timely manner, **LAKESIDE POOL CARE** reserves the right to cease all services (including any planned repairs), without notice, pending payment or resolution of dispute.
- e. **LAKESIDE POOL CARE** may, accommodate Client by purchasing and installing parts and products for Client's pool/spa. **LAKESIDE POOL CARE** 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 **LAKESIDE POOL CARE**.
- f. **LAKESIDE POOL CARE** shall not be liable for any delay in completing services due to circumstances beyond its control.
- g. **LAKESIDE POOL CARE** is an independent contractor and not an employee of Client.
- h. Client agrees to allow **LAKESIDE POOL CARE** to use any and all photo's or videos taken for use of advertisement purposes at the location for which the Client contracted **LAKESIDE POOL CARE** agrees 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.

#### **VACATIONS:**

Most pool service companies charge on a weekly basis (52 weeks/year); however **LAKESIDE POOL CARE** charges 4 weeks in a month. That means the client is only being charged for 48 weeks out of the year, **LAKESIDE POOL CARE** does not charge for those 4 extra weeks that the clients pool is serviced.

There are two weeks per year that the client's pool will not be serviced and the monthly rate will not be adjusted. These weeks include:

- a. The week between Christmas and New Years as we take this time to spend with our families.
- b. An additional week which you will be notified of in advance. Your pool will be left with enough chemicals to maintain the proper balance. We are always accessible by phone if an emergency arises.

**CANCELLATION:**

**LAKESIDE POOL CARE** reserves the right to terminate services at any time for any reason. Client may cancel service at any time, agreeing to pay **LAKESIDE POOL CARE** for the services completed the weeks before canceling.