



TERMS OF AGREEMENT AND SERVICE

Henry's Pools and Spas® the company, will be referred as HPS Service® in the following terms of agreement and service.

PAYMENT POLICY

Single Service Payment:

The Customer agrees to make payment for services rendered within 30 days of receiving the invoice. Invoices are sent at the end of each month; however, HPS Service®, at its discretion, may request payment from the Customer once services are rendered.

Monthly Service Payment:

The Customer agrees to make payment on a monthly basis. HPS Service® bills by the last business week of each month for the current month's service, plus any extra chemicals/parts that were used the previous month. For monthly service, payment must be made within 10 business days of the following month being serviced to ensure service is not interrupted.

Late Payments:

Any payment is considered late if not paid by the above aforementioned statements. Any amount outstanding for 30 or more days may bear interest at the rate of 3% per month calculated on the amount owed from the date on which it became due and payable until paid.

Delinquent accounts:

Delinquent accounts may be turned over to an outside agency for handling, and an additional processing fee will be charged.

Method of Payment:

Payments can be made by e-Transfer, credit card, cheque, or cash.

Refund Policy:

Customer agrees to notify HPS Service® of any concerns related to agreed-upon services within 48 hours after service has been performed. We would be more than happy to work to correct the problem.

If, after correction of the problem, the Customer is still dissatisfied, we ask to be given a reasonable opportunity to come to a resolution before a refund is issued.

If a resolution is not met, a refund will be issued based for the cost of labor only. Cost of chemicals, parts, or supplies used during the service are NON-REFUNDABLE.

MONTHLY CLEANING/MAINTENANCE SERVICE AGREEMENT

This document is an agreement between HPS Service® and Customer for any monthly service to be started once the Customer has given consent (written, verbal, or electronically) to carry out services by HPS Service®.

Ad hoc work where cost is less than \$25 may be performed by HPS Service® without Customer's explicit authorization. Work which HPS Service® estimated will cost greater than the above amount shall be authorized by Customer before it is performed.

Monthly Pool Services Provided:

The Customer hereby agrees to engage HPS Service® to provide the Customer with services consisting of monthly swimming pool or hot tub maintenance.

1. Vacuum pool or hot tub as necessary.
3. Chemical checks each visit. Necessary chemical additions are an extra charge.
4. Pressure gauge checked each visit.
5. Sand filters backwashed monthly or as needed: D.E. filters backwashed monthly or as needed.



6. Skimmer baskets checked each visit.
7. Pump baskets checked each visit.
8. Pool cleaner vacuums inspected and repaired as necessary (additional fee may apply).
9. Salt cells checked and cleaned as needed.
10. O-rings lubricated as needed.
11. All parts and chemicals added to pool water or pool equipment are added to monthly bill.
12. In-line baskets cleaned as needed.
13. Time clock adjustments as needed.

If the service falls on a STAT holiday, service may be 1 – 2 days before or after the normal business day.

Service Calls:

If service is required outside of the normal agreed-upon maintenance window, an extra charge of \$85 may be applied plus any associated costs such as supplies, repairs, etc.

Rain/Freeze Visits:

In the event of rain or temperatures below 2 degrees C, we will perform a chemical/equipment check only. No refunds will be provided for this type of visit.

Termination of Service:

HPS Service® or the Customer may terminate the monthly swimming pool maintenance agreement in writing or by telephone call. HPS Service® is under no obligation to continue monthly swimming pool maintenance on accounts which are more than 30 days past due and chooses to do so only at the HPS Service's® discretion.

CUSTOMER RESPONSIBILITIES

Cleaning & Pump System:

Your pool must have either an in-floor cleaning system or a cleaner. If you do not have an in-floor cleaning system and wish to start monthly pool service, you will be asked to purchase a cleaner prior to the service being started. Your pump system should be in good working order, prior to any service request. If your pump system is not functioning you will be asked to have the pump repaired or replaced before any service is carried out. There is no requirements to purchase the cleaner, pump, and associated equipment from HPS Service®.

Maintaining Proper Water level:

It is the Customer's responsibility to maintain proper water level. If water is low on service day, equipment will be turned off and a service slip will be left advising the customer to add water. Failure to maintain proper water level may result in serious damage to pool equipment.

Excessive Debris:

Excessive debris from certain landscaping may cause chemical imbalances. It is the Customer's responsibility to maintain the landscaping to minimize the effect on the water chemistry. In the event of excessive debris, an additional service charge may apply. **Please note:** Although we do everything to keep your pool sparkling every day, some landscaping may make this impossible. Please discuss any concerns you may have with our service technicians.

Dogs and Other Pets:

We at HPS Service® feel that pets are a part of the family and know that our customers feel the same. It is the Customer's responsibility to see that their pets are properly arranged for ahead of time. If you do not have a separate fenced off area of the yard for your pets, please see that they are either in the house or in their kennel/crate on your service day(s).

Bees, Wasps, Snakes and Other Pests:

We at HPS Service® are concerned with the safety of both our employees, our customers and others. Should your service technician come in contact with bees, snakes or other pests, they will report the situation to the Field Manager. The Field Manager will contact you, making you aware of the situation and asking that it be corrected prior to your service technician's next visit. Please contact us prior to your service technician's next visit to let us know if he can continue to come or if more time is needed to correct the situation.



ACCESS

It is the Customer's responsibility to assure that all gates are operating properly. Service technician assumes no responsibility for maintaining fencing or gates at Customer's property.

It is the Customer's responsibility to ensure the swimming pool and any enclosures are up to city, provincial and/or federal codes.

Access To Your Pool/Hot Tub:

It is imperative that we have access to your swimming pool/hot tub in order to provide the maintenance that has been agreed to. We will make every effort to service your pool/hot tub on the same day or days each week. If for some reason (such as illness, automobile accident, truck has broken down or family emergency) your service technician is not able to service your pool, service will be provided by another service technician. The timing of these situations does not always allow for us to let you know ahead of time. If you currently have any locked gates, it is preferred that a combination lock be used. If a key lock is used, HPS Service® will need to be provided with 2 working keys for each lock. If you add a lock after this Agreement has been executed, please provide HPS Service® with the combination or 2 working keys prior to your next service day. If we arrive on our regular scheduled day and we are not able to access the pool, there will be no credit for this missed visit. If we must return before the next scheduled visit, a \$25 return trip fee will be assessed.

Staying In Touch:

Customer agrees to provide HPS Service® with adequate contact information (landline phone number, cell phone number, work phone number, email address) where he/she can best be reached during the day. If Customer cannot be reached in a timely manner, Customer agrees to accept any decision HPS Service® makes in regards to maintaining Customer's swimming pool and/or other water features.

LIABILITY

HPS Service®, its employees and/or independent contractors, agrees to provide swimming pool/hot tub maintenance in a responsible manner. To the fullest extent permitted by law, the Customer shall indemnify and hold harmless HPS Service®, its Owner, employees and/or independent contractors, and agents of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Subcontractor's Work under this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omission of the Subcontractor, the Subcontractor's Sub-contractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section.

Under the terms of this Agreement, HPS Service® will not be held responsible for any staining of plaster. Since plaster is composed of natural materials, a certain amount of shading, staining, and color variation is to be expected. Different forms of staining do occur in all pools and with proper chemistry can be held to a minimum.

The Customer has acknowledged prior to any services carried out by HPS Service®, that they have read the Monthly Pool and Spa Service Agreement. Your consent (written, verbal or electronically) to carry out any services by HPS Service® indicates you have read and understood the Terms of Agreement and Service.