



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

Holidays: Pool Service By Jason 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 **POOL SERVICE BY JASON** 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 **POOL SERVICE BY JASON** no later than the 10th day of the service month to be considered timely. **Service 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 **POOL SERVICE BY JASON** a 6% finance charge per month for any balance not paid within 30 days. "Client" agrees to pay **POOL SERVICE BY JASON** any and all attorneys court and collections fees associated with collection of "Client" unpaid services performed by **POOL SERVICE BY JASON**

CLIENT'S RESPONSIBILITIES:

- a. Client will ensure **POOL SERVICE BY JASON** 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. **Pool Service by Jason 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 **POOL SERVICE BY JASON** 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. **POOL SERVICE BY JASON** may add or reduce water levels during service visit. If excessive time is required to bring the water to the proper level, **POOL SERVICE BY JASON** 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 **POOL SERVICE BY JASON** or its associates. Alternatively, Client may perform its own repairs, or hire an outside contractor of its own choosing. However, if necessary repairs are not made within three (30) days after notification by **POOL SERVICE BY JASON**, **POOL SERVICE BY JASON** 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. **POOL SERVICE BY JASON** warrants that it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of **POOL SERVICE BY JASON** or its employees.
- c. Invoices are issued on the first week of every month for which service is being performed and are due upon receipt. Payments are considered late if not received by the Twentieth (20th) day of that month and a late fee of 6% of unpaid balance may be applied to the outstanding balance every month until the balance is paid in full.
- d. 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.
- e. In the event Client fails to pay for services in a timely manner, **POOL SERVICE BY JASON** reserves the right to cease all services (including any planned repairs), without notice, pending payment or resolution of dispute.
- f. **POOL SERVICE BY JASON** may, accommodate Client by purchasing and installing parts and products for Client's pool/spa. **POOL SERVICE BY JASON** 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 **POOL SERVICE BY JASON**.
- g. **POOL SERVICE BY JASON** 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, **POOL SERVICE BY JASON** may require a deposit or payment 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. **POOL SERVICE BY JASON** shall not be liable for any delay in completing services due to circumstances beyond its control.
- i. **POOL SERVICE BY JASON** is an independent contractor and not an employee of Client.
- j. Client agrees to allow **POOL SERVICE BY JASON** to use any and all photo's or videos taken for use of advertisement purposes at the location for which the Client contracted **POOL SERVICE BY JASON** 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.

CANCELLATION:

POOL SERVICE BY JASON reserves the right to terminate services at anytime for any reason by providing the client with written notice. Client may cancel service by providing **POOL SERVICE BY JASON** 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