

# Terms of Service

## **Payment/Fees:**

Invoices will be sent by the 1<sup>st</sup> of every month by email to addresses provided on Pool Service Agreement, Payment will be processed by the 5<sup>th</sup> of the month and will be charged per Pool Service Agreement . Payment is due immediately upon receipt of invoice for additional services.

## **Late Payments:**

Payments are considered late if not received within 15 (fifteen) days after due date, and a late fee of \$10.00 or 5% of unpaid balance, whichever is greater, will be assessed to the account. If payment has not been received 20 (twenty) days after the due date, the full balance including late fees will be charged to the credit card on file as agreed upon by signing the "Pool Service Agreement". If and when payment is being processed and a chargeback and/or NSF occurs there will be a fee of \$45.00 assessed for chargebacks and/or a fee of \$25.00 will be applied to all NSF fees. In the event that payment is late two times in any six month period, the customer will have to pay in advance from that point before any service or repair will be done.

## **Collections Fee:**

An account may be submitted to a third party collection service if or when the account becomes more than 45 days past due from the original due date. In the event an account is submitted to a third-party collections service a 35% processing fee will be assessed to the existing account balance. This fee is in addition to any other fees previously assessed on the account. MR Pool Repair, LLC reserves the right to suspend all services, without notice, until balance is paid.

## **Cancellation:**

Services may be cancelled by the customer at any time with a (30) day advance written notice. Any prepaid funds that extend beyond the cancellation date will be refunded to the customer within (15) days after the cancellation notice has been received. Any outstanding balances will be collected under "Payment".

## **Pets:**

The Customer is responsible to contain and restrain their pets on service days. MR Pool Repair LLC will try to contact the customer in the event a pet prevents our technicians from entering the property. If MR Pool Repair, LLC fails to reach the customer, services may be skipped without any credit to the customer, MR Pool Repair LLC takes zero responsibility for pets.

## **Access to Your Pool:**

It is imperative that MR Pool Repair LLC has access to your pool in order to provide quality swimming pool maintenance that we have agreed to. If you have any locked gates, MR Pool Repair LLC will need to have the combination code on file (no key locks). If a lock is added after this agreement, we will need the combination code prior to your next day of service. If MR Pool Repair LLC cannot access your pool, every effort will be made to contact the customer. If the customer is unable to be contacted, MR Pool Repair LLC reserves the right to skip service and the customer will receive no credit for the missed service.

## **Customer Satisfaction:**

Our goal at MR Pool Repair LLC is 100% customer satisfaction. In the event that a service has been done unsatisfactorily, it is the responsibility of the customer to notify MR Pool Repair LLC immediately, so that we can look into the issue and resolve it quickly.

## **Additional Clean-up Charges:**

In the event that the pool is unusually dirty at time of service is started or in the event that the pool receives excessive debris from landscaping or poor drainage, there will be an additional charge of \$85/HR for the cleaning.

## **Repairs:**

Customer will repair any equipment or pool problem that is brought to the customer's attention by MR Pool Repair LLC. Customer may use MR Pool Repair LLC or another company for repairs. Repairs need to be made within (2) weeks after notification or MR Pool Repair LLC reserves the right to charge additional fees for its labor and/or chemicals required to stabilize pool conditions and will continue to charge fees until repairs have been completed. MR Pool Repair, LLC is not responsible for any damage if left unfixed by customer that is brought to the customer's attention.

## **Pump Run Time:**

Customer will run the pump and filter the pool 8 to 10 hours per day during the summer season (May 1<sup>st</sup> – September 30<sup>th</sup>), and 6 to 8 hours per day during the off season months. It is recommended that the customer should run the pump while swimmers are in the pool.

## **Vinyl liner swimming pools:**

Vinyl liners over time become brittle and tear, and may become torn by the vacuum when cleaning during regular maintenance. Due to the possibility of tearing the liner during maintenance MR Pool Repair LLC's policy is: in the event that the liner is torn or damaged during maintenance MR Pool Repair LLC will repair the damaged area with a vinyl patch, in the event that the vinyl liner cannot be repaired, the customer will be responsible for replacement. No replacement of the vinyl liner will be given by MR Pool Repair LLC.