

AquaGenX Pool Services is dedicated to delivering top-tier residential swimming pool services. Our Terms of Service detail our commitment to offering the most professional care for your swimming pool. Please read through them carefully to prevent any future misunderstandings of what we provide and to ensure you are fully informed of our service standards.

- 1. Service Day:** We will make every effort to service your pool on the same day each week, by the same technician. We will notify you if your pool will be done on a different day for any reason.
- 2. Equipment Problems:** If your service technician notices a problem with the pool, you will receive an immediate notification via email from AquaGenX staff indicating what the issue is and what is needed to fix it.
- 3. Repairs:** Unfortunately Repairs are not included in the monthly service fee. Repairs under \$55 will be performed immediately and charged to the Customer using the credit card on file, or preferred payment method. Repairs that are greater than \$55 shall require Customer authorization in advance of the repair.
- 4. Access:** It is the customer's responsibility to provide ready access to the maintenance tech on the day of service, either by providing a key or ensuring the pool and equipment area are unlocked on the day of service. If we cannot access the pool, there will be a \$15.00 trip charge to return and clean the pool, No refunds will be given for lockouts.
- 5. Pets:** We love pets, and we will make friends with them, but it is the customer's responsibility to contain and restrain all pets. We will do our best to keep gates closed at all times, but we cannot be responsible if the pet gets out while we are doing our job. In addition, the customer accepts responsibility for any damage to equipment or injuries inflicted by pets on our technicians. If we cannot access the pool, due to an unrestrained pet, there will be a \$15.00 trip charge to return and clean the pool.
- 6. Holiday Policy:** We observe six holidays per year: Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Day and New Year's Day. If your regularly scheduled cleaning day falls on one of these holidays, the pool will not be cleaned. However, at the earliest possible time, the pool's water chemistry will be tested and adjusted, pump/skimmer baskets emptied and filter system checked.
- 7. Vacation, Sick and Training days Policy:** Your monthly service includes four (4) trips every month to your pool to perform service. Due to the standard Monthly billing procedure, weekly service is based on four (4) visits per month or 48 weeks of service. Four months out of the year have an extra service day (5th service day) which is NOT charged for. We will always do our very best to give you as much notification as possible as to when these days will taken.

- 8. Inclement Weather:** We believe your pool should be serviced as long as it's safe for our technicians, Ben Franklin already did the Key and the Kite thing...that's why we have a rain or shine policy. We will provide as much of the scheduled service as the weather and conditions will permit and we will provide you with notice of what services were performed.
- 9. Heavy Leaf Fall:** During certain times of the year, due to leaf fall, it is advisable for the homeowner to empty the skimmer and pump baskets in between our visits. This will help to ensure that the equipment is not damaged due to a lack of water flow.
- 10. Service Problems:** If you are not completely satisfied with our service, please contact us within 24 hours. We do not offer refunds or credits for problems that are brought to our attention at a later date, but we will make every effort to come out and correct any problems immediately when you bring such issues to our attention.
- 11. Water Level:** The customer is ALWAYS responsible for the water level of their pool. The recommended water level is CENTER of SKIMMER. We will notify you of low water levels on your day of service to add water to your pool. We will not add water to your pool under any circumstances unless we obtain a signed waiver. AquaGenX is not responsible for any water usage charges/bills, damage to pool equipment or to the pool as a result of low water levels.
- 12. Extra Cleaning:** In the event the pool requires extra cleaning due to Hurricane, Storm or Weather related, Vandalism, Poor drainage, or other human factors, there will be an additional hourly charge to be determined, plus chemicals for this additional work.
- 13. Payment:** A credit card is the preferred form of payment. AquaGenX staff will setup automatic payments for you using your credit card at the time your account is setup and the card on file will be charged the monthly service fee on the 1st of each month. In the event your credit card is declined your service may be interrupted.
- 14. Filter Cleanings/Algae Treatments/Conditioners/Tile Cleaners/Salt:** Filter cleanings, algae and/or phosphate treatments, tile cleanings, pool salt, conditioners and other pool treatment products are NOT included in the monthly service fee. Filters will be cleaned every six months, unless an extra service is required. Filters MUST be properly maintained in order for AquaGenX to perform proper maintenance service. When a filter service is due, AquaGenX will notify you the service is needed and will perform the cleaning as soon as possible following the notification. The filter cleaning charge will be reflected on the next bill and charged to the card on file.
- 15. Termination:** This Pool Service Agreement continues from month-to-month until terminated. The customer or AquaGenX can terminate this agreement at anytime by providing thirty (30) days advance written notice which can be delivered in person or by email at [**cleanmypool@aquagenxpools.com**](mailto:cleanmypool@aquagenxpools.com)

16. Disclaimer: AquaGenX shall not be responsible for any damage to property due to acts of nature, fire, vandalism, misuse, or abuse. The customer should be aware of normal deterioration that occurs over time due to exposure to chemicals, sunlight and, in some cases, other corrosive materials (i.e. salt). The customer is responsible for maintaining correct water level at all times. AquaGenX is not responsible for any water usage charges/bills, damage to pool equipment or to the pool as a result of low water levels. AquaGenX is not responsible for any damages or deterioration caused by failure of a customer to perform other services recommended by AquaGenX, or by failure of the customer to properly maintain the pool and equipment between visits.

By reading these terms, you acknowledge and agree to the responsibilities and limitations outlined. AquaGenX is not liable for any damages or additional costs incurred as a result of non-compliance with these terms. Your continued use of our services signifies your acceptance of this agreement.