

Terms of Service

The following terms and conditions apply to H2oPro's pool maintenance service:

1. **Safety Issues:** It is the responsibility of the homeowner/resident to maintain compliance with city code requirements for fencing and gates, backwash/waste lines, and other safety issues.
2. **Water Level:** H2oPro will add water to the pool while on site and turn it off when leaving, but it is the homeowner's responsibility to maintain proper water levels.
3. **Chemicals:** H2oPro service includes chemicals and are stored on our vehicles. Additional chemicals such as algaecides, phosphate removers, and shock, will be charged separately and invoiced accordingly.
4. **Payment Terms:** Service is billed at the beginning of each month and must be paid by the 15th to ensure uninterrupted service. All major credit cards are accepted. Unpaid bills may result in suspension or cancellation of service, and past due invoices are subject to a late fee.
5. **Access To Your Pool:** If the pool is secured by a locked gate, please provide a combination lock or two copies of the gate key to ensure uninterrupted service. If H2oPro is unable to access the pool on a scheduled service day, there will be no credit for the missed visit.
6. **On Rainy Days:** During inclement weather, H2oPro will perform chemical services and empty baskets. No refunds will be given for this type of service.
7. **Stabilizer/CYA:** H2oPro will maintain the Cyanuric acid levels using a standard treatment method included with all services. However, if the Cyanuric acid level drops below 30PPM due to weather, leaks, or any outside source a liquid conditioner treatment will be needed. As of 6/01/24, this treatment costs \$80.00.
8. **Salt Pools:** Chemicals are included with all packages; however, if you go over twelve (12) bags of salt per year, you will be charged \$10 per additional bag of salt. Salt cells will be cleaned every 120 days or upon request; each cleaning is an additional cost of \$50 and is only completed by a route manager.
9. **Pool Leaks:** Upon detection of a leak, it is the customer's responsibility to have the proper repairs made. If the leak persists for more than six (6) months, there will be an additional \$10 a month added to your subscription. This is to compensate for the use of more chemicals caused by the leak.
10. **Algae:** Florida is prone to numerous algae blooms due to the extreme heat and humidity. H2oPro takes every precaution within reason to prevent algae blooms. In the case of a bloom, H2oPro will treat the pool with a standard system that eliminates 99% of algae issues. If the

problem persists, it may be necessary for a more extensive treatment; please note there may be a charge for this service.

11. One-time Clean-Ups: A one-time full cleaning can be requested on top of your existing service. The fee for a one-time cleaning is \$50 for existing customers.

12. Termination: Either party may terminate service without notice, but service is billed at an annualized price. If service is only needed for the summer months, billing may increase.

13. Pets: The homeowner/resident is responsible for containing and restraining their pets.

14. Additional Cleanup Charges: If the pool is unusually dirty at the start of service or receives excessive debris due to landscaping or poor draining, additional charges may apply. The severity of the debris will determine the cost.

15. Repairs: All major repairs will be communicated and arranged with the owner. H2oPro personally can handle minor repairs; large repairs will be arranged with the proper licensed contractor.

16. Filtration System Maintenance: The filtration system must be kept in good operating order. Sand filter media should be changed every 5 years, D.E. Filters should be broken down and cleaned every 6 months, and cartridge filters should be broken down and cleaned every 3 months.

17. Liability: H2oPro will not be held responsible for any staining of plaster under the terms of this agreement. While some shading, staining, and color variation is expected due to natural materials, proper chemistry can minimize these effects.

18. Indemnification: H2oPro and its employees and/or independent contractors will provide pool maintenance services in a responsible manner. The customer shall indemnify and hold harmless H2oPro, its owner, employees, independent contractors, and agents from any claims, damages, losses, and expenses, including attorney's fees, resulting from the Subcontractor's Work under this Agreement. This indemnification is limited to bodily injury, sickness, disease, death, or injury to or destruction of tangible property (other than the Work itself) caused by the negligent acts or omissions of the Subcontractor, its Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. This obligation does not negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist for a party or person described in this Section.