



POOL BUDDY LLC TERMS OF SERVICE (version: v2026-07.3)

Mark Decker (Owner)

poolbuddy@poolbuddytx.com

+1 (512) 298-2269

www.poolbuddytx.com

Pool Buddy LLC – Terms of Service

These Terms of Service (ToS) govern the use of the Pool Cleaning / Maintenance Services (hereafter “Services”) & websites and the agreement (written or verbal) that operates between You (hereafter “Customer”) and Pool Buddy LLC (hereafter “Pool Buddy”), or collectively known as the “Parties”. The Customer accepts these ToS upon agreeing to the Services provided by Pool Buddy (or its partners); and/or receipt of payment for Services provided and received by Pool Buddy (or its partners).

1. Service Intervals¹: Pool Buddy will provide Services weekly, bi-weekly, monthly, one-time, AND/OR as agreed between both Parties (specific day may vary, see item #5)

¹ - Note(s): *Pool Buddy recommends that pools & spas be cleaned / maintained on a weekly basis. Customers electing to have Pool Buddy clean / maintain their pool and/or spa on a less than weekly basis will be responsible for cleaning / maintaining their pool and/or spa in-between scheduled visits or as needed. Customers agree not to hold Pool Buddy responsible for any adverse pool / spa conditions and/or issues resulting from the lack of maintenance.*

2. Services Provided: The following Services will be provided as scheduled:
 - 2.1. Pool cleaning, including:
 - 2.1.1. Vacuuming of pool (as needed)
 - 2.1.2. Debris removal from leaf / skimmer baskets
 - 2.1.3. Debris removal from pool pump basket
 - 2.1.4. Debris (floating material) removal from pool surface
 - 2.1.5. Debris removal and inspect robotic cleaner (if applicable)
 - 2.1.6. Brushing of pool walls, floor, and tiles (as needed)
 - 2.2. Pool Equipment, including:
 - 2.2.1. Inspection of pool equipment
 - 2.2.2. Filter backwash & adding of Diatomaceous Earth (DE) (if applicable / as needed)
 - 2.2.3. Check filter pressure
 - 2.3. Water maintenance / quality, including:
 - 2.3.1. Testing of pool water
 - 2.3.2. Balancing / adjusting of chemicals (as needed)

3. Supplemental Services: The Services below are considered as “Supplemental” and are not included as part of the scheduled pool maintenance services. If mutually agreed, “Supplemental” item(s) may be purchased (plus parts / materials / supplies and applicable sales tax) as needed and conveniently scheduled. Selected items will be added to the respective invoice and paid as part of the monthly scheduled payment.
 - 3.1. Diatomaceous Earth (DE) / Cartridge pool filter cleaning
 - 3.2. Cartridge filter replacement
 - 3.3. Salt Cell cleaning
 - 3.4. Dummy Cell replacement
 - 3.5. Pool Tile decalcification cleaning
 - 3.6. Winterizing / Spring Start-up
 - 3.7. New Pool Start-up
 - 3.8. Green to Clean
 - 3.9. Minor PVC repair²
 - 3.10. Pool equipment replacement²

² - Note(s): *Based on urgency of repair(s) and the availability of on-hand parts / supplies, travel time (if required) will be included within the total repair price (at the per/hr. rate) in order to acquire parts / supplies.*

4. Repairs (Pool & Related Pool Equipment / System): Repairs, unless noted in items 2 & 3 above and/or mutually agreed by both parties in writing, are not included as part of Services.
5. Service Availability / Limitations / Requirements: The items below govern the ability to provide Services:
 - 5.1. Parties agree that unforeseen circumstances (weather, illness, etc.) may arise that prevent Pool Buddy from performing Services. Upon occurrence of such events, Pool Buddy will coordinate with the Customer to reschedule

Pool Buddy LLC – Terms of Service

Services. Services impacted due to Act of God events will not be rescheduled and will resume upon mutual agreement with both parties.

- Based on the forecast of increment weather on scheduled service dates, Services will be performed on a best effort basis, including (but not limited to) the adding of chemicals only
- Services that are scheduled during the week of national holiday (Thanksgiving & Christmas) will be postponed to the week afterwards. Customer is not entitled to a refund / credit during these events.
- Services that are scheduled during a designated vacation week will be rescheduled either the week before or the week afterwards. Customer is not entitled to a credit / refund during these events.
- Services that are scheduled and are not impacted by the forementioned items above (unforeseen circumstances, Acts of God, national holidays, or vacation week) will be subject to a prorated refund / credit equal to number of week(s) in which Services were not provided
- Customer shall ensure Pool Buddy has unobstructed access (including gate codes, unlock fence gates, security access, etc.) to the pool & associated equipment
- Customer is responsible for securing all pets during the schedule date of service
- If Pool Buddy is unable to gain access to pool or associated equipment for any reason, Services will not be performed for that given week and the customer will not be entitled for a refund / credit for that loss of service week

6. **Pricing:** Customer agrees to pay Pool Buddy for Services and agreed-to Supplemental work (plus chemicals (consumed / purchased), parts / materials / supplies, and applicable sales tax). Pool Buddy will provide an itemized monthly invoice. Based on the start date of Services, Pool Buddy will prorate the initial (1st month) invoice. Services pricing is evaluated after each customer's 1-year anniversary and is subject to change to account for standard rate / inflation adjustments. Chemical pricing is considered dynamic and is subject to fluctuations throughout calendar year, based on supplier pricing.

Pricing & Rates (effective 2026):

- Pool Service (periodic or one-time): Price as quoted⁴
- Chemicals⁵ (Base and/or Specialized): Priced at the time of purchase by customer and/or Pool Buddy⁴
- Diatomaceous Earth (DE) filter cleaning: **\$150** per cleaning⁴
- Cartridge filter cleaning: **\$125** per cleaning⁴
- Salt Cell cleaning: **\$55** per cleaning⁴
- Dummy Cell replacement: Per General Labor rates⁴
- Pool Tile decalcification cleaning: Per General Labor rates⁴
- Winterizing / Spring Start-up: Price as quoted⁴
- New / Refurbished plaster Pool Start-up: Price as quoted⁴
- Green to Clean: Price as quoted⁴
- Minor PVC repair: Per General Labor rates⁴
- Pool equipment replacement: Per General Labor rates⁴
- Travel Time: **50%** of General Labor rates between 30 – 60 minutes / **75%** of General Labor rates > 60 minutes
- General Labor Rates (per/hr.): **\$75** (weekdays)⁴ (with ½ hr. minimum) / **\$125** (weekends)⁴ (with ½ hr. minimum)

Note(s):

⁴ - Plus chemicals, parts, materials / supplies, travel time (if required) and applicable sales tax

⁵ - Base chemicals include Calcium / Sodium Hypochlorite, Chlorinated tablets (3" & 1"), and Muriatic Acid for chlorine base pools and Salt & Muriatic Acid for salt-base pools. All others chemicals are considered Specialized.

7. **Estimates / Quotes:** Estimates / quotes provided by Pool Buddy are formulated on a best-efforts basis based on information provided at the time of assessment. Actual costs may vary depending on final negotiations, unforeseen circumstances, or changes in project scope. Pool Buddy disclaims liability for any variance between the provided estimate and the final invoiced amount.
8. **Payment:** Pool Buddy accepts Zelle (poolbuddyllctx), Cash, Checks (payable to Pool Buddy LLC), Venmo (@poolbuddyllctx), and Credit Cards⁶, Debit Cards⁶, and ACH⁶. Payment terms are based on Payment Upon Receipt.

Pool Buddy LLC – Terms of Service

Payments not received after 7 days from the invoice date will result in a suspension of Services until payment is received. Payments later than 15 days will result in the termination of Services.

⁶ - Note(s): *Processed via Stripe. Customers electing to use a credit / debit cards or ACH will need to enroll when they receive their initial invoice from Skimmer (by selecting the "Review and Pay" button). A 3% surcharge will be added to all credit card transactions.*

9. **Disclaimer:** Pool Buddy shall not be responsible for any damage to property due to acts of nature, acts of God, misuse, or abuse. Customer should be aware of normal deterioration of equipment that occurs over time due to exposure to chemicals, sunlight, and, in some cases, other corrosive materials (i.e. chlorine, salt). The CUSTOMER is solely responsible for maintaining correct water level at all times. Also, Pool Buddy is not responsible for any damages or deterioration caused by failure of a Customer to perform other services recommended by Pool Buddy, or by failure of Customer to properly maintain pool and associated equipment between visits.
10. **Above the Ground / Vinyl Lined Pools:** Pool Buddy shall not be responsible for any damage related to vinyl pool linings. Damages include, but not limited to: Existing conditions (old / brittle liners); Wrinkling / shifting liners; Tears; Fading; Staining; Rips; Manufactures defects; Owner neglect; and Disclaimer items (as noted in item 0 above). Pool Buddy is not liable for any damages associated with / to a Above the Ground and/or Vinyl lining pool as a result of routine service / maintenance (cleaning (as noted in item 2 above), chemical applications, equipment replacement / repairs, etc.).
11. **Algae Treatment:** Swimming is strictly prohibited while an active algae bloom is present. The pool should only be used after the water is fully sanitized, cleared, and chemically rebalanced. Algae can cause permanent etching, staining, or discoloration to pool surfaces, liners, and grouting. Pool Buddy is not liable for pre-existing stains or permanent discoloration resulting from algae root penetration. During the algae remediation process, large volumes of dead algae are processed through the pool's filtration system. The client assumes responsibility for any necessary filter cleans, part replacements, or repairs resulting from high debris loads during treatment.
12. **Terms & Definitions:** Refer to the terms & definitions of the items below as they relate to execution and delivery of Pool Buddy services:
 - 12.1. **Services:** The professional cleaning, water chemistry management, and mechanical maintenance of residential or commercial swimming pools as described in items 2 and 3 above.
 - 12.2. **Chemical Categories:** Per below:
 - 12.2.1. **Base Chemicals:** Comprise of the basic and/or standard set of chemicals required to maintain a pool or spa. With respect to Pool Buddy base chemicals include:
 - Calcium Hypochlorite (shock)
 - Sodium Hypochlorite (liquid shock)
 - Chlorinated Tablets (1" & 3")
 - Muriatic Acid (ph down)
 - Sodium Bicarbonate (ph up)
 - Diatomaceous Earth
 - Salt
 - 12.2.2. **Specialized Chemicals:** Comprise of specialty chemicals required to address specific water quality issues beyond standard sanitization and basic balancing. With respect to Pool Buddy, specialized chemicals include any and all other chemical(s) not mentioned in item 12.2.1, including, but not limited to the following:
 - Algaecides
 - Clarifiers and Flocculants
 - Stain and Scale Control
 - Cleaners (filter, surface / tile)
 - Balancers and Conditioners (stabilizers, neutralizers, enzymes)
 - 12.3. **Chemical Plans:** Below defines the chemical plan options offered by Pool Buddy.

Pool Buddy LLC – Terms of Service

- 12.3.1. Customer Supplied: Customer is responsible to purchase, supply, and have available all base chemicals, as outlined in item 12.2.1. Pool Buddy will be responsible to supply all specialized chemicals as noted in item 12.2.2. Customer is invoiced (in addition to Services provided) only for the specialized chemicals needed to maintain their pool.
 - 12.3.2. Dispensed: Pool Buddy supplies both base and specialized chemicals, as outlined in items 12.2.1 and 12.2.2. Customer is invoiced (in addition to Services provided) only for the base and specialized chemicals needed to maintain their pool.
 - 12.3.3. Inclusive: Pool Buddy supplies both base and specialized chemicals, as outlined in items 12.2.1 and 12.2.2. The cost of the base chemicals needed to maintain the customer's pool / spa is included as part the Service price. Customer is invoiced (in addition to Services provided) only for the specialized chemicals needed to maintain their pool.
13. Termination: The Parties agree that Services will continues each month until terminated. Services may be terminated by either Party. Parties further agree that Customer shall give Pool Buddy fourteen (14) days advance notice of Customer's intent to terminate Services. Such notice may be delivered verbally or by e-mail (poolbuddy@poolbuddytx.com).