



# POOL BUDDY LLC TERMS & CONDITIONS (version: v2025-0927)

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## Pool Buddy LLC – Terms & Conditions

These Terms and Conditions (T&Cs) 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 Ts&Cs 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 Intervals<sup>1</sup>: 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)

<sup>1</sup>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:

- Pool cleaning, including:
  - Vacuuming of pool (as needed)
  - Debris removal from leaf / skimmer baskets
  - Debris removal from pool pump basket
  - Debris (floating material) removal from pool surface
  - Debris removal and inspect robotic cleaner (if applicable)
  - Brushing of pool walls, floor, and tiles (as needed)
- Pool Equipment, including:
  - Inspection of pool equipment
  - Filter backwash & adding of DE (if applicable / as needed)
  - Check filter pressure
- Water maintenance / quality, including:
  - Testing of pool water
  - 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.

- Diatomaceous Earth (DE) pool filter cleaning
- Cartridge filter replacement
- Salt Cell Cleaning
- Green to Clean
- Minor PVC repair<sup>2</sup>
- Pool equipment replacement<sup>1</sup>

<sup>2</sup>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:

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

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- 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 (1<sup>st</sup> month) invoice. Services pricing is subject to change at the beginning of each calendar year, to account for standard rate adjustments. Chemical pricing considered dynamic and is subject to fluctuations throughout calendar year, based on supplier pricing.
7. **Payment:** Pool Buddy accepts Zelle ([poolbuddyllctx@gmail.com](mailto:poolbuddyllctx@gmail.com)), checks (payable to Pool Buddy LLC), Venmo (@poolbuddyllctx), Apple Cash (5127385272), and Credit Cards<sup>3</sup> (via Square). Payment terms is based on Net 15 days. Payments not received after 15 days from the invoice date will result in a suspension of Services until payment is received. Payments later than 30 days will result in the termination of Services.
- <sup>3</sup>Note(s): *Customer electing to use credit cards will need to notify Pool Buddy ([poolbuddyllctx@gmail.com](mailto:poolbuddyllctx@gmail.com)) prior to making their initial payment. Credit card customers will have their invoice submitted via e-mail and from Square. The invoice from Square will provide details on how to submit a payment via credit card. A 3% processing fee will be added to all credit card transactions.*
8. **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.
9. **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 8 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.).
10. **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 written notice of Customer's intent to terminate Services. Such written notice may be delivered in person or by e-mail ([poolbuddyllctx@gmail.com](mailto:poolbuddyllctx@gmail.com)).