

## SERVICE AGREEMENT PROVISIONS

NO WORK WILL BE SCHEDULED UNTIL A SIGNED COPY IS RETURNED TO OUR OFFICE. ½ of the CONTRACT PAYMENT MUST ACCOMPANY SIGNED AGREEMENT. YOUR ACCOUNT MUST BE CURRENT TO RECEIVE SERVICE. ANY MONEY RECEIVED WILL BE APPLIED TO ANY OUTSTANDING BALANCE. **A CREDIT CARD ON FILE IS REQUIRED FROM ALL CUSTOMERS.** We reserve the right to cancel any agreement without notice and refund the deposit. This agreement becomes valid upon POOL CARE SPECIALISTS, INC. receipt of the original copy properly signed by the Owners (or lessee), accompanied with the remittance and accepted by POOL CARE SPECIALISTS, INC. Executed in Chadds Ford PA 19317. Acceptance of this agreement indicates customer's agreement to our payment terms. POOL CARE SPECIALISTS, INC. will endeavor to render prompt and efficient service as close to the contracted date as possible. You will be notified of the schedule date by return mail or email. Work is scheduled on a first-come first-serve basis. We assume no responsibility for delays beyond our control. Any additional repairs, replacement parts or chemicals necessary will be billed in addition to the contracted price. Remaining payment for all services and supplies is **due upon presentation of an invoice.** 1.5% or \$5.00 (minimum) service charge per month is added to unpaid balances. If you fail to pay as required, you agree to pay for all reasonable collection costs, including attorney fees. If you fail to remit total outstanding balance which is due upon presentation of an invoice, you hereby agree to said charges being placed on your credit card that is on file.

*Pool Maintenances:*

***If maintenances exceed 1 hour; an additional charge may be applied if excessive debris is in the pool. Payment shall be made upon receipt of invoices. All invoices will be sent by email & a monthly statement will follow unless otherwise set up. ANY AND ALL COMPLAINTS ARE TO BE REPORTED BY THE CUSTOMER TO OUR OFFICE WITHIN 24 HOURS OF THE SERVICE TO ALLOW POOL CARE SPECIALISTS, INC. the opportunity to resolve such matters.***

*Note: this is contingent upon owner's keeping the pool piping, motor, filter & interior finish in good repair. It is the customer's responsibility to maintain the proper water level. **POOL CARE SPECIALISTS, INC. WILL NOT ADJUST THE WATER LEVEL.***

### GUARANTEE

Should any defect arise in the filter system, pool circulation lines, heater, pump unit or sanitizing system due to company's improper winterizing or usage of defective materials, then such defects shall be repaired at no cost to the owner. This guarantee applies only if company performs winterization prior to any "Freeze" which results in damage to previously noted pool components; further, any such damage will be noted on the invoice covering the winterization. POOL CARE SPECIALISTS, INC. is not responsible for refilling the pool with water or water bills to refill pool. Guarantee shall not include pool's shell, deck, tile, coping or spa type return jets.

POOL CARE SPECIALISTS, INC. agrees to carry in full force and effect the Public Liability and Property Damage Insurance in addition to Workmen's Compensation Insurance as required by law by Harleysville Mutual Insurance Co. in excess of \$1,000,000.00 or more

**ANY SERVICE RELATED COMPLAINTS OR BILLING ERRORS MUST BE FILED IN OUR OFFICE IN WRITING WITHIN TEN (10) DAYS OF BILLING DATE OR TOTAL INVOICE IS DUE IN FULL.**

Detach here to cancel service & return to Pool Care Specialists, Inc. 1147 Smithbridge Rd. Chadds Ford Pa. 19317

### NOTICE OF CANCELLATION

You may cancel this transaction, without any penalty or obligation, within three business days from the date of signed contract. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods to the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any written notice, or send a telegram, to POOL CARE SPECIALISTS, INC. at 1147 SMITHBRIDGE RD CHADDS FORD PA 19317 not later than midnight of the third day after the contract has been signed.

I hereby cancel this transaction.

Buyer's Signature \_\_\_\_\_  
Buyer's Printed Name \_\_\_\_\_

Bureau of Consumer Affairs 1-888-520-6680