

Bayon Pool Service

Service Terms and Conditions

License #1095866

These terms were last updated on April 2024

Thank you for choosing Bayon Pool Service for your pool service needs! We value our clients and understand their pool is a valuable investment. You can count on Bayon Pool Service to ensure we make your swimming pool experience a good and a safe one.

These service terms and conditions were put in place to ensure we have a mutual agreement on services provided. Please review the terms and conditions below thoroughly as these policies may impact your service.

SERVICE SCHEDULE

Please keep in mind that as we do everything we can to accommodate you and maintain the same scheduled day, we may occasionally make changes to our routes that may result in change of your regular service day. However, we will always communicate these changes to you. Please ensure that all keys and codes are given to your service technician ahead of time so we can ensure access. If there are any changes, please let us know right away.



TIME-OFF/HOLIDAYS

Please be aware that our billing schedule is on a 48 week per year/4 weeks per month cycle. Whenever there is a 5th week of service, instead of charging our clients extra for that 5th week, it is used in exchange for holiday and time-off, which calculates out to four weeks per year. If service needs to be done during holiday or time-off, depending on the situation, there may be an additional service call fee.

- Please note that due to the holidays, pools will not be serviced during the weeks of Thanksgiving and Christmas.
- Bayon Pool Service reserves the ability to take two time-off weeks per year. Notices will
 always be sent out prior to the weeks off and your pool will be properly treated to
 maintain chemistry during these off weeks. No service will be provided during this time
 and monthly bills will not be prorated or discounted. We will always schedule this time off
 during quiet periods of the year.

PAYMENTS/FEES

All invoices are due on the 15th of every month. There will be a \$25 late fee if payment is not received in full by the due date. Bayon Pool Service charges a \$25 fee for any returned checks or if payment is declined through the bank institution. If any balance should go 15 days past its due date, there will be a notice sent to temporarily stop service. To continue service, payment must be made right away.

Bayon Pool Service offers a few different ways to make payment.

Online - On the emailed invoice, you can follow the prompts to make payment online by using your bank account and routing information.

AutoPay - We offer and strongly suggest the utilization of our autopay program via ACH. The majority of our clients are currently taking advantage of this feature. To sign up all you have to do is fill out our autopay form and we will take care of the rest. Autopay is processed on the 15th of the month.



Checks - Please write out all checks to "Bayon Pool Service" and ensure all checks are mailed to our company address. Never leave payment at the property and/or backyard as Bayon Pool Service is not responsible for lost checks.

- Service Calls Billed at a rate of \$150/hour.
- Repairs Monthly service does not include repairs or troubleshooting. If this is needed, we will contact you for approval.
- Chlorine Tablets Monthly service does not include chlorine tablets. Every year prior to
 the summer season, Bayon Pool Service will determine if our clients have the adequate
 amount of chlorine tablets that will last them until the season ends. Our clients will then
 have the option to purchase their own tablets or purchase them directly from Bayon Pool
 Service.
- Chemicals In the case where we are unable to service the pool or for other unforeseen reasons, Bayon Pool Service will not leave chemicals on site for our clients to add themselves, due to liability and safety precautions.

WEATHER POLICY

If there is heavy rain, minimum service will be provided which includes basket and chemical service. In excessive rain, the pool may not be serviced and we will notify you on the same day via email. Following this change of weather, it will take time to get the pool returned to normal conditions on the first service visit. If you require your pool to have an immediate recovery please notify us beforehand so we can provide an estimate for a potential charge and schedule the extra time needed.

POOL WATER LIABILITY

It is the ultimate responsibility of the client to maintain the water level in their pool. Due to liability Bayon Pool Service does not maintain water level as this is the responsibility of the client. Furthermore, if a lot of water is needed to fill up the pool, we are not at the client site long enough to ensure the pool has been filled up. If a situation should arise that the pool is required to be filled, a service fee will be charged based on the additional amount of time that was needed to bring the water level up to a satisfactory level.



ENTRYWAYS/ENTRANCE OBSTRUCTION

In order to ensure no disruptions are made to your pool service, please be sure to keep all entryways and gates clear. These areas need to be cleared on the service day to access the pool and minimize the potential for accidents. Our service technicians typically carry a lot of heavy and sizable equipment/chemicals into the backyards, therefore an approximate 3 foot wide cleared entryway is required for ease of entry. In the scenario that we are unable to gain access to the pool, an attempt will be made to contact the client. If we are unsuccessful in entering the property, this will be considered a missed service day and a notice will be sent.

GATES/PETS

On occasions where the gate is locked or pets are left out and we don't feel that it is safe to enter the property we will not be able to service the pool. We will leave a notice and if you would like us to come back another time or day it will be based on same-day availability and there will be a return trip fee of \$25 or a service call fee. We love our furry friends but in order to service the pool we need all animals to be put away safely. The homeowner will be held responsible for animal bites and attacks.

POOL PHOTOGRAPHY

Client privacy is extremely important to us. Bayon Pool Service has the right to photograph all clients pools for use in marketing material only if the pool is not personally identifiable to the client.

CANCELLATIONS

If the client needs to cancel a service day for any reason, Bayon Pool Service requires at least a 48 hour notice. If cancellation is not done within the 48 hours we cannot guarantee we will be able to accommodate this and a cancelation fee may apply.



DISASTER RECOVERY

If there is going to be a disaster recovery of a pool, please keep in mind that there will be an additional charge if it takes longer than normal to service the pool. Please notify us immediately if this situation arises, so that we can plan our work schedule accordingly.

TOYS/SAFETY

Please be sure to take all toys out of the pool – <u>Not only is leaving toys in the pool dangerous for children/dogs</u> but they can get stuck in the pool vacuum which interferes with the vacuum's job of cleaning the pool. Also, toys can break the vacuum or get stuck in the pipelines, causing expensive repairs. Bayon Pool Service does not take responsibility for any damaged floats/rafts/etc. that are left in the pool or that are taken out when the pool is being serviced.

POOL/SPA COVERS

Bayon Pool Service is not responsible for removing your pool cover or replacing pool cover, theremore, cover must be fully removed prior to service visit. If pool cover is not removed we will do our best to work around the cover but we cannot guarantee service will be performed. It is not Bayon Pool Service policy to take responsibility for any damaged cuts/tears/etc. to pool covers.

EXTERNAL FACTORS

Any other chemicals added to the pool can dramatically change the water chemistry. Bayon Pool Service needs to be notified if this has been the case to ensure the pool is maintained properly. Please also notify us right away if there is a bodily accident in the pool, as this will need to be taken care of as soon as possible in order to avoid the spread of viruses and bacteria. Also, please, keep all surrounding trees and plants properly trimmed away from the pool as these substances may also affect the pool which may lead to additional charges.



SHORT TERM/POOL RENTAL

Bayon Pool Service requires immediate notification if the pool will be used for anything other than for personal use, such as rented out to the general public or as a short term rental. If pool will be used for any of these or similar, extra fees may apply.

FILTER CLEANING

In order to maintain pool water in good swimming conditions we require filters to be cleaned by Bayon Pool Service on a quarterly basis and at least twice a year. This will ensure equipment is thoroughly inspected and that the filter is working properly as proper filtration is a key element in pool maintenance.

Filter clean approvals will be added to the clients invoice, and once paid, they will be scheduled. Filter cleaning may be scheduled on a non-service day. If approval is not given or if the filter is not cleaned during the desired time, service may be temporarily stopped.

Service Client Prices:

- Filter Clean \$120
- Single Cartridge \$90

Service clients get a discount on filter cleanings from our normal rate of \$150

CHANGES TO OUR TERMS AND CONDITIONS

It is our policy to update any changes we make to our terms and conditions on this page. The date the terms was last revised is identified at the top of the page. The client is responsible for checking for any changes or updates. To ask questions about these terms and conditions, please contact us at contact@bayonpoolservice.com.