



TROPIX POOLS SERVICE TERMS AND CONDITIONS

Service Terms:

Initial Start Up – There may be additional fees charged based on the time and materials required to prepare the pool for regular maintenance service. The estimate for this service will be provided prior to commencing service.

Pool Operating Equipment and Condition – Our ability to deliver the services agreed is contingent upon the customer keeping the pool, surrounding environment and all of its equipment in proper optimal working order. The customer's pool is the customer's property and responsibility, you (the customer) agree to take care of the swimming pool on your property, including keeping it safe and well-maintained. You agree to notify Tropix Pools of any failures or deficiencies upon immediate discovery. If there are equipment failures or deficiencies, we may notify customer and offer to send a certified Repair Technician, at an additional cost, to diagnose the problem and provide estimated cost of repair. Repair does not have to be provided by Tropix Pools but in order to perform agreed service, the pool and equipment must be in proper optimal working order. You will continue to be billed for service during this time. **Should pool require additional time and materials to return to regular, optimal maintenance conditions additional fees may apply at the discretion of the servicing technician.** You understand that inability to maintain the pool, surrounding environment and equipment in optimal working order- in addition to other environmental conditions- may affect pool water chemistry and clarity. **It is at the sole discretion of the pool technician to determine which items, including any hazardous materials, shall be inspected and or removed from the pool in the course of service.**

Maintaining Proper Water level – It is the customer's responsibility to maintain proper water level. If water is low on service day, equipment will be turned off and the pool technician will note on the service ticket to add water. Failure to maintain proper water level may result in serious damage to pool equipment and water chemistry. Pool technician will not add water to customers pool due to timing (may take hours to fill) and risk of overflow.

Pool Access – It is the customer's responsibility to provide access to pool on regularly scheduled day or an alternate day. If for some reason, such as illness, family emergency, automobile accident or trouble, etc. your pool technician is not able to service your pool, service will be provided by another pool technician. We may attempt to advise you of these situations, but due to timings, are not required to. If you currently have a locked gate, a combination lock is preferred. If a key lock is used, we will need be provided with two working keys for each lock. If we arrive on the regular scheduled service day and we are not able to access the pool, there will be no credit for this missed visit. **If we must return before the next scheduled visit, a \$25 return trip fee will be assessed.**

Holiday Service - If the service date falls on a holiday, service may be conducted 1-2 days before, or after, normally scheduled day. During the week of Thanksgiving, Christmas, and/or New Years, only PARTIAL service will be completed due to time constraints. This will be Chemicals/bags/baskets and equipment check. There will be no change to normal charges or refunds for this service.

Severe Weather/Freeze Checks – In the event of Severe weather or temperatures below 35 degrees, we will perform a chemical/bags/baskets and equipment check. Service dates may vary during severe weather weeks. No refunds will be provided for this type of visit. No refunds will be provided in the event of weeks including but not limited to hazardous conditions, inclement weather, natural disasters, site unavailability, or other "Acts of God".

Dogs, Indemnities, and Other Pets – It is the customer's responsibility to ensure their pets are properly arranged. Owner agrees to indemnify and hold harmless Tropix Pools, the organization, and individuals with regards to any claim or expenses (including attorney fees) that may occur on owners' property. **If we cannot access pool due to hostile dog(s), no refunds will be provided and if we must return before the next scheduled visit, a \$25 return trip fee may be assessed.**

Contact – Customer agrees to provide Tropix Pools with adequate contact information (home, work, cell phone numbers and valid email address). Customer agrees to respond in a timely manner to all contact regarding pool and equipment condition, repairs, service, and billing questions. If customer has any problems or concerns, please contact the office at 972-276-2222 or hello@tropixpools.com.

Payment Terms:

Billed at the end of the month for the upcoming months service

Payment Options:

Auto Pay – Credit or debit card automatically billed each month – Can choose and will be billed on the 1st or 15th

Advance Pay – Pay 1 year in advance and get a discount

LATE FEE of \$25 and immediate suspension of service until balance is paid – We will NOT continue to service your pool if you have not paid for the previous month

Repair and remodel services, Equipment installation or replacement service balances are due in full upon completion, Customers have five (5) business days to submit payment in full. **Late fees of 5% per month may be applied to all past due balances for these services.** Changes or Amendments – Changes to the agreement, including payment terms can be made by us as well as amendments to this agreement, at anytime, provided we give Customer at least 30 days notice before the beginning of the billing period in which the change or amendment becomes effective Charge Backs and Non- Payment-The customer agrees not to dispute or initiate a chargeback with their bank for any payments made; any non- payments, unauthorized chargebacks and/ or canceled checks and/ or bounced checks not approved by Tropix Pools in writing may result in an additional monetary penalty of \$1,000, plus any additional damages incurred by Tropix Pools, plus any legal and collection fees incurred.

Cancellation – Tropix Pools or Customer can cancel or change service at any **time by providing 30 days written notice** via email or mail. Tropix Pools reserves the right to cancel service without notice if Customer does not make payment as agreed.

I understand and accept the terms and conditions by receiving service as a Tropix Pools customer. I hereby authorize Tropix Pools to do the work and agree to pay according to the terms outlined in this agreement. I authorize the above practice to process debit entries to my account. Auto draft will occur on the 1st or 15th of each month. I understand that this authority will remain in effect until I provide 30-day notification to terminate the authorization in writing via mail or email. I hereby release and discharge Tropix Pools, its owners, employees, agents, and representatives from any and all liability, claims, demands, or causes of action that may arise from services and my use of the pool, jacuzzi, or sauna facilities, including but not limited to, personal injury, property damage, wrongful death. This contract provides that all disputes between you and Tropix Pools will be resolved by BINDING ARBITRATION AND WAIVER OF JURY TRIAL. Your rights will be determined by a Neutral Arbitrator and not a judge or jury. If any legal action or proceeding arises under this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, expert witness fees, and other expenses and or damages incurred in connection with the enforcement or defense of its rights, including any appeal or post-judgment proceedings. The determination of the prevailing party and the amount of such fees and costs shall be made by the court or arbitrator presiding over the matter. I acknowledge and agree that this waiver applies to myself, all members of my household including minors and any guests, whether or not they are named herein, and that I have the legal authority to bind each of them to the terms of this agreement. I acknowledge and accept full responsibility for the maintenance, safety, and condition of the swimming pool located on my property, and I agree to hold harmless and indemnify Tropix Pools from any claims, damages, or liabilities arising from its use, services or conditions. I agree Tropix Pools has the right to discontinue service for any reason at Tropix Pool's discretion. This agreement shall be governed by the laws of Texas and shall be resolved in Collin County, Texas.