

# **PINCH A PENNY POOL SERVICE TERMS & CONDITIONS**

The ownership/possession of a swimming pool/spa is a source of great pride and joy. However, given the potential dangers arising from the use of swimming pools/spas, your ownership/possession of a pool/spa also places upon you important responsibilities.

Swimming pools/spas, both commercial and residential, are subject to local, state, and federal laws and regulations – mostly designed to ensure that you and your guests can enjoy your swimming pool/spa in a safe manner and that children do not have unsupervised access to your swimming pool/spa. OWNERS/POSSESSORS OF SWIMMING POOLS/ SPAS HAVE A PRIMARY AND NON-DELEGABLE DUTY TO ENSURE THAT THEIR SWIMMING POOL/SPA COMPLIES WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL LAWS AND REGULATIONS.

Please be aware that when you retain our services to conduct routine cleaning and/or chemical maintenance, or to replace or repair broken equipment, or to install new equipment for your swimming pool/spa (i.e., pumps, filters, motors, plumbing, fittings, drain covers, etc.), WE DO NOT UNDERTAKE THE RESPONSIBILITY OF INSPECTING YOUR POOL/SPA FOR COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS. Our work is limited to what has been specifically requested and we do not inspect the entire swimming pool/spa for legal compliance.

Improper water chemistry could lead to the growth of algae and/or bacteria that can cause illness. Natural events, including heavy rain, can affect water chemistry in your pool/spa. Likewise, swimmers can introduce bacteria (especially children that are not potty trained). Additionally, some people are allergic to chlorine or other types of chemicals that may be required to properly service your swimming pool/spa. Although Pinch A Penny undertakes the contractual obligation to maintain certain aspects of your swimming pool/spa water chemistry, and if requested, periodic cleaning of the pool/spa, filter, skimmer basket, pump basket, and water-line tile, at certain intervals of time, there are too many factors that can affect water chemical levels and cleanliness between service visits. Therefore, Pinch A Penny does not guarantee that chemical levels will remain adequate between scheduled maintenance visits or that all aspects of the swimming pool/spa will remain clean between visits. In the event black algae develops, its treatment is not covered under any weekly/monthly recurring service plan. Should you desire treatment for black algae, an estimate for such treatment shall be provided. We are further not responsible for cleaning of the deck area, toys/games/inflatables left in or around the pool, deterioration of the swimming pool/spa finish, formation of stains, or pets. We strongly recommend that pets not be allowed access to the swimming pool/spa area on your service day.

SWIMMING POOLS/SPAS ARE SOURCES OF NUMEROUS OTHER HAZARDS, INCLUDING THE DANGER OF DROWNING DUE TO THE INABILITY TO SWIM OR A SUDDEN MEDICAL CONDITION, SUCTION ENTRAPMENT, ELECTROCUTION, ETC. IT IS YOUR OBLIGATION TO ENSURE THAT YOUR SWIMMING POOL/SPA COMPLIES WITH ALL LOCAL, STATE, AND FEDERAL LAWS THAT AFFECT SWIMMING POOLS/SPAS LIKE YOURS AND THAT ARE DESIGNED TO MINIMIZE THE DANGERS INVOLVED IN THE OWNERSHIP, POSSESSION, AND USE OF SWIMMING POOLS/SPAS.

Additionally, you understand that a swimming pool/spa can lose water through evaporation and may also develop a water leak, which is your responsibility, and that can lead to higher water bills, increase in chemical

consumption, and possibly cause damage to any adjacent home or building depending on where the leak is located. As such, it is your responsibility to monitor your water level, add water when needed, and make appropriate repairs if a leak develops.

Furthermore, components of your swimming pool/spa including, but not limited to, your pump and filter system, due to regular wear and tear, sometimes break during regular maintenance or repair to an adjacent component. Replacement of these components is your full responsibility. Although not limited to, components can include your pump, motor, filter, automatic chlorinator, automatic sanitation system, heater, valves, piping, suction vacuum release systems (SVRS), time clocks, pressure gauges, automatic control systems, in-floor cleaning systems, automatic pool cleaners, skimmer/pump baskets, and fountains,

You, the customer, are required to become familiar with all applicable local, state, and federal laws affecting your swimming pool/spa. Furthermore, Pinch A Penny strongly encourages compliance with all such laws designed to increase swimming pool/spa safety even if your swimming pool/spa is not required to be in compliance with those laws.

ONE OF THE PRIMARY DANGERS INVOLVING SWIMMING POOLS IS THAT INVOLVING SUCTION ENTRAPMENT. NEW SWIMMING POOLS/ SPAS ARE REQUIRED TO HAVE SAFETY FEATURES THAT MAY NOT HAVE BEEN REQUIRED WHEN YOUR SWIMMING POOL/SPA WAS BUILT. EVEN IF CURRENT LAWS AND REGULATIONS DO NOT REQUIRE YOU TO INSTALL SUCH SAFETY FEATURES, PINCH A PENNY STRONGLY ENCOURAGES YOU TO CONSIDER VOLUNTARY COMPLIANCE WITH SUCH LAWS AND REGULATIONS INCLUDING, BUT NOT LIMITED TO, THE REPLACEMENT OF ALL DRAIN COVERS, INSTALLATION OF A SAFETY VACUUM RELEASE SYSTEM (SVRS), AND BARRIERS SUCH AS A SAFETY COVER OR FENCE THAT WILL PREVENT UNAUTHORIZED ACCESS TO THE WATER.

BY EXECUTING THIS AGREEMENT, YOU AGREE, ON BEHALF OF YOURSELF AND ANY AND ALL OF YOUR DEPENDENTS, THAT UNDER NO CIRCUMSTANCES SHALL PINCH A PENNY POOL SERVICE, A PINCH A PENNY RETAIL STORE, PINCH A PENNY, INC., OR ITS AGENTS AND EMPLOYEES, BE LIABLE TO YOU, THE CUSTOMER, AND/OR YOUR DEPENDENTS, FOR COMPENSATORY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE THAT ARISE OUT OF THE PROPER OR IMPROPER USE, MAINTENANCE, OR ACCESS TO, YOUR SWIMMING POOL/SPA AND ITS RELATED COMPONENTS, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY BY PINCH A PENNY, THE NEGLIGENCE OF PINCH A PENNY AND/OR ITS AGENTS OR EMPLOYEES (WHETHER IN THE PROVISION OF SERVICES, OR OTHERWISE), OR OTHERWISE, UNLESS THE LIABILITY IS BASED UPON ACTS OF GROSS NEGLIGENCE BY PINCH A PENNY AND/OR ITS AGENTS OR EMPLOYEES. FURTHERMORE, YOU, THE CUSTOMER, AGREE TO HOLD PINCH A PENNY HARMLESS, AND AGREE TO INDEMNIFY PINCH A PENNY (INCLUDING A DUTY TO DEFEND PINCH A PENNY) FOR ALL LOSS(ES), INJURY(IES) OR CLAIM(S) THAT ARISE OUT OF YOUR SWIMMING POOL/SPA, EVEN IF THE DAMAGE OR INJURY BEING CLAIMED IS CAUSED BY PINCH A PENNY'S NEGLIGENCE (INCLUDING

NEGLIGENT SERVICE BY PINCH A PENNY), UNLESS THE DAMAGE OR INJURY WAS CAUSED, IN WHOLE OR IN PART, BY PINCH A PENNY'S GROSS NEGLIGENCE.

YOU, THE CUSTOMER, ACKNOWLEDGE THAT YOU ARE AWARE THAT THE POOL/SPA MAINTENANCE SERVICES THAT PINCH A PENNY PROVIDES DOES NOT GUARANTEE THAT YOUR SWIMMING POOL/ SPA IS SAFE OR NON-DEFECTIVE. AS NOTED ABOVE, SWIMMING POOLS/SPAS GIVE RISE TO MANY DANGERS, SOME OPEN AND OBVIOUS, AND SOME HIDDEN OR DIFFICULT TO NOTICE.

IN THE UNLIKELY EVENT OF LITIGATION, INCLUDING APPELLATE PROCEEDINGS, BETWEEN YOU AND PINCH A PENNY, THE LOSING PARTY SHALL REIMBURSE THE PREVAILING PARTY, ON DEMAND, FOR ALL COSTS AND EXPENSES (INCLUDING ATTORNEY FEES AND EXPENSES) THAT ARE INCURRED BY THE PREVAILING PARTY AS A RESULT OF THE LITIGATION.

DEFAULT INTEREST RATE; COLLECTION. IN THE EVENT YOU FAIL TO PAY ALL SUMS DUE UNDER THIS CONTRACT WITHIN TEN (10) DAYS OF WHEN DUE, THE OUTSTANDING BALANCE WILL ACCRUE INTEREST AT THE LESSER OF 18% OR THE MAXIMUM RATE OF INTEREST PERMITTED BY APPLICABLE LAW. IN ADDITION, IN THE EVENT PINCH A PENNY, INC. (OR ANY OF ITS SUBSIDIARIES OR AFFILIATES) INCUR COSTS FOR COLLECTION OF ANY MONIES DUE AND OWING UNDER THIS CONTRACT, CUSTOMER AGREES TO PAY ALL REASONABLE COSTS AND EXPENSES INCURRED BY PINCH A PENNY, INC. (AND/OR ITS SUBSIDIARIES OR AFFILIATES) IN THE COLLECTION OF ANY AMOUNTS, INCLUDING ATTORNEYS' FEES AND OTHER RELATED COSTS AND EXPENSES.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN YOU, THE CUSTOMER, AND PINCH A PENNY. YOU, THE CUSTOMER, AGREE THAT ANY REPRESENTATION, PROMISE, CONDITION, INDUCEMENT OR WARRANTY, EXPRESS OR IMPLIED, NOT INCLUDED IN WRITING IN THIS AGREEMENT SHALL NOT BE BINDING UPON ANY PARTY.