

# Hill Country Pools, Inc.

## Terms & Conditions

The purpose of this document is to outline the terms and conditions of the services you will be receiving, the payments you will be responsible for, and the services that both you (the Customer) and Hill Country Pools (we or the Service Provider), will be responsible for and governed by. By continuing to use our service after 2/1/2023, you accept and agree to the terms herein and acknowledge that this Agreement (the "Terms & Conditions") may be updated from time to time. Please check this page regularly on the website for changes.

### Fees & Payments for Services Rendered

- Fees for scheduled services will be billed monthly.
- The fees payable shall be calculated in accordance with our standard rates at the time such services are provided and are considered Due Upon Receipt. There is a one hour minimum. Additional time needed to complete the service will be prorated in 15- minute increments
- Service/Product rates/fees may be amended from time to time due to marketplace changes. Notice of rate/fee changes will be provided in advance of services rendered.
- Invoices are Due Upon Receipt. Payments not received within 15 days of receipt are considered late and will be subject to a 10% late fee on the balance due. Outstanding balances greater than 90 days will be sent to a collection agency and will be subject to additional agency processing fees and penalties to be paid for by the Customer.
- In an effort to be a paperless company, electronic billing will be utilized. An email will be sent each month with the invoice attached and a payment link to pay using credit card or ACH. Mail paper checks to:

Hill Country Pools Inc.  
3720 Far West Blvd. #111  
Austin, Texas 78731

- Paper Invoices can be mailed to Customers for \$3 per month.
- Returned Payments will incur a minimum \$30 Returned Check Fee.
- Emergency services will be handled as soon as it is possible to get a technician to the Customer's location. Emergency Services and all Work Orders are provided at a separate agreed upon rate quoted on a case- by case basis. A 50% deposit is required on all work orders.

### Customer Responsibilities

- Customers must ensure that Hill County Pools Technicians have access to the service area, including gate entry codes, lock combinations, and security guard verification. Missed maintenance resulting from a failure to provide access may be charged a Rescheduling Fee of \$35.00.

- It is the Customer's responsibility to maintain proper (Mid Skimmer) water levels. Failure to maintain proper water level may result in serious damage to the pool and pool equipment. We offer Water Trips if needed.
- The Customer is responsible for making sure the pool pump runs a sufficient amount each day. If the pool is not running the proper amount of time, additional chemicals may be necessary to properly maintain the pool and it will be added to the pool maintenance invoice.
- It is the Customer's responsibility to see that their pets are properly secured on the designated service days. If you do not have a separate fenced off area of the yard for your dogs, please see that they are either in the house or in their kennel/crate.
- Customer agrees to notify the Service Provider of any changes in their contact information so that servicing recommendations, quotes for one-time service and recurring monthly invoices will reach the intended recipient.
- Excessive debris from certain landscaping may cause chemical imbalances. It is the Customer's responsibility to maintain the landscaping to minimize the effect of the water chemistry.

### **Service Provider Responsibilities & Disclaimer**

- Hill Country Pools shall not be responsible for any damage to property due to acts of nature, fire, vandalism, misuse, or abuse under the terms of this Agreement.
- The Customer should be aware of the normal deterioration of all pool equipment that occurs over time due to exposure to chemicals, sunlight, and in some cases, other corrosive materials (*e.g.*, salt) and agrees that Hill Country Pools shall not be held responsible for normal wear and tear.
- In the event of inclement weather on the scheduled date of service, service will be provided only to the extent weather permits. Service will be rescheduled if necessary.

### **Service Termination**

- Services are performed and billed on a monthly basis. Customers may terminate/cancel services by providing a cancellation notice at least 10 days prior to the start of the next billing period. Such notice shall be given by email or in writing. Please note, a confirmation of cancellation will be emailed to the Customer's email address on file outlining the cancellation date, who initiated the cancellation, and any outstanding balance due at the time of the cancellation confirmation.
- Hill Country Pools is under no obligation to continue monthly swimming pool maintenance on accounts that are 30 or more days past due of the date of invoice and chooses to do so only at the Service Provider's discretion. In these circumstances, the account is not considered terminated, only paused. Any chemical imbalance, etc. that occurs during this pause in service due to Customer's non-payment is the sole responsibility of the Customer.