

Terms & Conditions:

Mystic Pool, LLC winterizes your pool system. Mystic Pool does not warrant plumbing underground because we are unaware of how your pool was constructed. Mystic Pool is not liable for damages beyond our control due to natural causes, freezing, normal wear and tear, neglect, liners floating, tiles cracking, or improper winter care. We will not assume responsibility for the tearing of any covers due to normal removal procedures or winter damage. Mystic Pool will not perform any extensive repairs at the time of the pool closing. We will inform the customer of the necessary repairs in writing and attempt to schedule a date for repair.

Customer's responsibility PRIOR to pool closing:

- Leave your winter cover, water bags (if necessary), and winter plugs/gizmos by the poolside.*
- Provide electricity to the pool and access to running water for filling water bags.*
- Lower water level below the skimmer.
- Vacuum and remove leaves & debris from pool. WE DO NOT VACUUM THE POOL AT THE TIME OF THE POOL CLOSING.*

* The customer will incur an additional fee, at an hourly rate of \$75, if we need to return because the above is not done.

Customers Initials: _____

Customer's responsibility AFTER pool closing: The customer agrees to remove any debris and/or water that may accumulate on the cover and maintain proper water level in the pool over the winter months. Mystic Pool is not responsible for covers falling in, springs, straps or cables breaking, or damaged water bags/pillows. These situations may arise due to excessive weather conditions that are out of Mystic Pool's control. Store pool equipment in a proper location. Service Calls during winter months are \$210.00 for the first hour & \$55 each additional ½ hr.

Missing parts during the Closing: To ensure proper shut down of your pool system, any missing or damaged parts will be replaced at our technicians' discretion and customer will be charged for the cost of the part and repair.

Payment Policy: Payment is due in full upon the completion of service. All customers must have a valid credit card on file for payment and provide authorization of payment to Mystic Pool. The credit card on file will be used for any additional services provided. If no payment method is available at the time our technicians arrive, the scheduled service(s) will not be performed and an additional trip charge of \$75 will be applied for a return visit. A late payment will result in a finance charge of 1.5% per 30 days. By signing this agreement the customer is authorizing Mystic Pool to perform the service requested by customer and apply any late charges that may be incurred.

Cancellation Policy: If you wish to cancel any service, please do so at least **48 hours in advance**. If you cancel within the 48 hrs of your scheduled appointment there will be a \$95.00 cancellation charge. **All services being cancelled MUST be in writing.**

Limited Warranty: All material, parts & equipment are warranted by the manufacturers or suppliers written warranty only. Mystic Pool makes no other warranties, expressed or implied and its technicians are not authorized to make any warranties on behalf of Mystic Pool. All labor performed by Mystic Pool, LLC is warranted for the first 30 days upon the completion of the service provided, or as otherwise indicated in writing. If any problems arise after the service is performed, we request that you please contact us immediately. Communication is the key to providing you with outstanding service. Therefore, we reserve the right to resolve any issues.

Verbal Commitment: Under no circumstance is a verbal commitment a binding contract. No technicians are authorized to make any verbal commitment with customers on Mystic Pool's behalf.

Diagnosis of a Problem: Mystic Pool, LLC will attempt to diagnose or repair a problem with the consent of the homeowner. Situations beyond our control will be made aware of to the homeowner in writing. We will try our best to resolve any problem in a timely matter. Promised service could be delayed beyond our control due to weather.

Liners: Mystic Pool, LLC will not be responsible for any discoloration or damage to your pool liner as we do not know the manufacturers gauge or mil of your liner. Improper water balance, exposure to ultra-violet rays, chemicals and heat damage can cause damage and wrinkles to your liner. We will test your water chemistry and add any necessary chemicals once a week, but it is the customer's responsibility to continue to keep the water balanced throughout the year. It is the customer's responsibility to know the liner manufacturer's warranty. **ALWAYS READ THE MANUFACTURERS LABEL BEFORE ADDING CHEMICALS.**

Credit Card Authorization: By signing this document I hereby authorize Mystic Pool Supplies, LLC to perform the work necessary on my pool/property and agree to pay for the parts and labor charges as billed. I agree to pay the credit card company and not dispute the charges with them even though my signature is not on the individual credit card receipts. I fully acknowledge that I am signing this credit card authorization OUTSIDE OF THE RULES AND REGULATIONS OF MY CREDIT CARD COMPANY REFERENCED, BECAUSE AN IMPRINT OF MY CARD AND/OR MY SIGNATURE IS NOT POSSIBLE TO FACILITATE THIS TRANSACTION. Payment is due upon completion of the service being performed. In the event that the credit card charge is declined, I agree to pay these charges upon receipt of an invoice. A late payment will result in a finance charge of 1.5% per month. Checks are not acceptable. Customer is responsible for all court fees and attorney fees in the event that account is delinquent for 30 days,* this is an estimate only. Mystic Pool Supplies, LLC reserves the right to revise this estimate if additional service is required to complete the project. **Customers Initials:** _____