

POOL CLOSING SERVICE DISCLAIMER STATEMENT

(This information is going to be present on the website – text size and bold/underline/italics will be determined when building the web page that will hold this information. Highlighting will not be present. New or significantly modified text is highlighted.)

BY SIGNING the Pool Closing 2019 Registration and Contract, you hereby agree that you have read and understand all information present in this Statement, and are wholly willing to comply with all requests for preparations outlined below to ensure quick, satisfactory service.

We understand that there is a lot of information presented in this Statement. The purpose of this Statement is to protect all parties involved from otherwise unforeseen and indefensible circumstances. Please feel free to contact the office of Cayman Pools and Spas, LLC by telephone at (609) 259-8838, extension 2, with any questions or requests for clarification you may have regarding this Document.

SECTION 1: BINDING AGREEMENT

Full and accurate completion of the Pool Closing 2019 Registration and Contract (“registration form”) by the homeowner or legal representative of the homeowner for the property where service is to be performed (“Homeowner,” “Customer,” “you,” “your”), remittance of due payments, and acceptance of all above requirements by any capable representative of Cayman Pools and Spas, LLC (“Cayman Pools,” “we,” “our”), shall constitute the creation of a binding agreement between Cayman Pools and the Homeowner for the rendering of services described in Section 4, provided preparations are complete as described in Section 5, and remittances remain up to date as outlined in Sections 6 and 7.

SECTION 2: CANCELLATION OF AGREEMENT

Cayman Pools reserves the right to cancel any Agreements made and refund any and all deposits as necessary via a method of their choosing. Should such a cancellation occur, you will be contacted and informed of how the refund will be processed (store credit will be considered an acceptable method of refund in most cases). Should an Agreement for Closing Service be breached by Customer closing on their own or via another pool company, Customer shall forfeit all deposits made toward the Pool Closing Service.

SECTION 3: SCHEDULING SERVICES

Scheduling of service cannot begin until the Binding Agreement is created, as outlined in Section 1. If registration form is submitted via fax or email, an associate shall contact you to verify all information provided. Our online forms are designed to automatically update with the correct service fees as the form is completed. If registering in person, our associates will go over all relevant information while you are at our location. We shall try to reserve your Primary Week first; if this cannot be performed, we shall try to reserve your Secondary Week. Should both weeks be unavailable, an associate will contact you to resolve the issues. Due to Cayman Pools’ scheduling methods, we cannot guarantee any specific weekday during your selected weeks at registration. An associate will contact you once the schedule for that week is finalized to inform you of your Closing date; this usually occurs no later than the Friday prior to the confirmed service week. Services are performed Monday through Friday, and shall never be performed on a Saturday or Sunday, except in rare occurrences with extenuating circumstances. Additionally, due to possible unforeseen complications on work sites throughout the workday, we cannot guarantee any time of day for our crew to arrive. Please ensure you are prepared for service at any time during the day. Should these complications force us to reschedule one or more of our Services that day to a future date, Customer will be contacted immediately to be informed of the change. Please note that the final day that shall be available for Pool Closings is **October 11, 2019**. All outdoor pools must be closed by this date, with no exceptions.

SECTION 4: DESCRIPTION OF CLOSING SERVICE

Cayman Pools and Spas Complete Pool Closing Package includes:

- Vacuum on Closing: Pool will be vacuumed (if purchased with Pool Closing).
 - Vacuum on Closing is an optional service on Pool Closing. Vacuum on Closing service base rate shall cover up to one hour of continuous vacuuming, or one full pass through the pool, **whichever occurs first**. Should additional time be needed to complete a full pass through the pool with the vacuum, additional labor fees may be assessed depending on the amount of additional time used. If one full pass is complete before one hour passes, the vacuuming will be considered complete, and the Closing will continue as normal.
- Filter Cleaning: Filter elements will be cleaned (if purchased with Pool Closing).
 - For pools with DE or cartridge filter, cleaning is an optional service on Pool Closing, but it is one Cayman Pools highly recommends if it was not performed during your most recent Pool Opening or Pool Closing. Service technician will remove the filter elements from the filter and clean them using a high-quality acid solution to dissolve debris and grime from the elements. If this service is not purchased, the service technician will not open any filter tanks for any reason, as it is completely unnecessary to complete the Closing.
- Removal of Accessories: All ladders, handrails, eyeball fittings, skimmer baskets, and pump baskets will be removed and left poolside.

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- Since Closing will be completed before these items can fully dry, Customer shall be responsible for the storage of these items after service technicians have departed from the property. If pool is in poor color or condition, or if the water temperature is too low, some accessories may not be properly winterized or removed. Cayman Pools is not responsible for any damage that may occur as a result of this. Customer should allow pool heater to heat water to a comfortable temperature, and should also keep the water clear of algae, to prevent this from occurring. Should a ladder or handrail become stuck in its anchor(s) and be unable to be removed, our service technicians will complete the Closing with the ladder or handrail still installed. A separate service call can be set up to attempt to remove the ladder/handrail or replace the deck anchor(s). Please note that attempting to remove a stuck ladder or handrail can cause damage to the handrail, the concrete deck, and/or the deck anchor into which it is installed. Cayman pools cannot be liable or responsible for any damage incurred while attempting to remove a stuck ladder or handrail, as a ladder/handrail becoming stuck in its anchor(s) is usually the result of improper or negligent care by the Customer during the season.
- Plumbing Winterization: All plumbing lines and skimmers will be winterized, and all plugs, gizmos, and winter plates will be installed as needed.
 - Service technician will remove as much water as possible from plumbing lines as possible; however, the chance exists with some plumbing configurations for some water to remain trapped in the plumbing lines after winterization. Service technician may apply antifreeze to any line(s) they suspect have retained water after winterization, to guard against freezing damage over the course of the winter. Antifreeze is an additional fee if used. Additionally, any plugs, gizmos, cables, winterization plates, or any other supplies that are needed for winterization, but are either missing or worn beyond safe use (per the discretion of the service technician), shall be replaced (if available) immediately with supplies from the service van, and the prevailing retail value of the supplies used will be billed to the Customer. This is done in the best interest of the integrity of the Pool Closing service.
- Water Feature Winterization: All attached spas, waterfalls, slides, deck jets, and in-floor cleaning systems will be winterized.
 - Water features require additional labor to winterize, and as such, additional service fees apply for winterizing these items. The service fees for these items are located on the registration form, and should be noted at time of registration. Failure to inform Cayman Pools of water features will result in applicable service fees being billed to the Customer.
- Equipment Winterization: All filters, pumps, heaters, and chlorinators will be drained of water and properly winterized.
 - Pool Closing includes the winterization of one (1) filter, two (2) pumps, one (1) heater, and one (1) chlorinator. Any equipment above and beyond these inclusions will require additional labor to complete the Closing, and as such, additional service fees will apply for these items. The service fees for these items are located on the registration form, and should be noted at time of registration. Failure to inform Cayman Pools of additional equipment will result in applicable service fees being billed to the Customer.
- Chemicals: Winterization chemicals will be added.
 - Cayman Pools shall provide winter-grade chlorine shock and algaecide for all Closings at no additional charge as a courtesy. However, Cayman Pools highly recommends upgrading these winter chemicals to a Winter Kit that is tailored to their approximate pool volume and pool cover type. This is a Customer's best safeguard against pool water turning green over the winter, which results in additional cleanup costs in the spring. Pools using biguanide sanitizers (Baqacil, SoftSwim) can have a special winter kit made upon request for their pool closing, to be made available at retail price. Unfortunately, no winter chemicals will be provided for pools using bromine as their sanitizer, as chlorine- and biguanide-based products are incompatible.
- Pool Cover: Winter cover will be applied to the pool.
 - For pools using spring-loaded safety covers, service technician will attach as many straps as possible to their anchors at time of Closing. Any anchors that cannot be secured shall be noted by the technicians, and a separate service call should be set up after the Closing to have these anchors replaced. Please note that pool decks consisting of paver applications require a special deck rod in addition to the anchor, and as such, additional costs will apply. Additionally, springs for safety covers must be attached to the pool cover and deck anchors must be reinstalled, if removed, before we arrive. Service technician will not install any springs to any safety cover or install any deck anchor that was removed from the deck, with the sole exception being a safety cover purchased through Cayman Pools during the current pool season. Once the springs and anchors are installed, it is advised to leave them installed when storing the pool cover in the spring. Customers with safety covers using Velcro-attached gap sealers are required to notify Cayman Pools during Pool Closing registration so that we can ensure those gap sealers are properly applied, provided they are left poolside by the Customer.
 - For tarp covers using water bags, should water bags be missing or damaged beyond normal use, we will replace them with water bags from the service vehicle, and the Customer will be billed for materials used. Our service technicians will not use any other objects to secure pool covers to the deck, including cinderblock, brick, wood plank, or other material which may pose a tear hazard, should the cover become weighed down with snow and water during the winter.
 - For above ground pools with tarp covers, the fastening cable will always be wrapped around the outside of any support posts present around the outer structure of the pool. The cable shall never be weaved behind the posts, as this poses a severe structural damage risk, should the cover be lifted by high wind gusts.

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SECTION 5: CLOSING PREPARATIONS

Before our service technicians arrive, there are a few things we need the Customer to take care of to ensure quick, satisfactory service, as well as avoiding additional service fees:

- Access: Please ensure that pool area is fully accessible during the scheduled day of service. Please ensure that all high vegetation has been removed and trimmed back from all pool equipment so that reasonable access to all sections of the equipment is available for our technicians.
 - Since Cayman Pools cannot guarantee any time frame for service crew arrival due to possible unforeseen circumstances at other properties, please be prepared for your Pool Closing to be performed at any time during the day.
- Supplies: Please ensure pool cover, winter plugs, skimmer gizmos, and all other Closing supplies are poolside for the service crew.
 - In respect of our customers' right to privacy, if supplies are not left poolside, our service technicians will not search any location for these supplies, and the service will be completed to the fullest extent possible. There shall be NO EXCEPTION to this policy. If missing supplies cause Closing to be impossible to complete, additional trip charge fees will be assessed, and the service will need to be rescheduled.
- Water Condition: Please make sure that the pool is clear of all dirt, debris, algae, and visible discoloration as best as possible before our service technicians arrive for your Closing. Pools with heaters should allow the pool water to be heated in the event the service technicians need to enter the pool to complete the Closing.
 - If you have purchased a Fall Cleaning with your Closing, please be aware that the service will only cover one pass through the pool, which may not be enough to remove all debris before closing. Fall Cleaning will not be able to remedy green water, or other discolored water conditions. Should the pool be in poor color or condition, or be at a very low temperature, we may not be able to properly winterize or remove accessories that require our technicians to see into, or physically enter, the pool water. Cayman is not responsible for any damages that may occur as a result of this. This applies to ladders, returns, floor jets, and some handrails. Customer should allow pool heater to heat water to a comfortable temperature, and should also keep the water clear of algae, to prevent this from occurring. Poor water condition and water balance upon closing will exponentially increase the amount of effort needed to clean the pool in the spring.
 - Above ground pools that use weighted materials to secure pool ladder to the floor of the pool must remove those weights before the crew arrives to perform the Closing. Under no circumstances will a service technician enter an above ground pool to remove weighted objects from the pool; they shall be left in place. If said objects cause the ladder to become non-removable, the ladder will remain set up as normal, and the pool will be winterized as fully as possible. Cayman Pools is not responsible for any damage that may occur as a result of this.
- Water Level: Depending on specific pool equipment, your pool water may need to be lowered before we arrive. Please be sure the pool water is to the appropriate level before we arrive.
 - Cayman Pools will not adjust any water level during Closing service; we will complete Closing as scheduled, and you may schedule a separate service call should you wish Cayman Pools to take care of draining to appropriate levels. The following water levels shall be required of the following pool equipment:
 - Porcelain or ceramic pool tile border: at least 4" below bottom of tiles
 - AquaGenie skimmer (uses 1" chlorine tabs in skimmer-loaded container): at least 3" below bottom of skimmer
 - Mesh pool covers: to bottom of first pool step, or 3" below bottom of skimmer (the lower of the two; this is optional)
- Electricity: Ensure all electric to pool equipment is turned ON. You may turn the electricity OFF after the Service is complete. You may remove any timer pins from automatic timers before we arrive.

SECTION 6: REMITTANCE

Please be advised that full payment for all Services shall be due in advance to our Allentown location, and are processed at time of registration. The rates for services offered for our Pool Closing Service are for residential pools of average size. Services performed for larger residential pools, for commercial pools, or for pools with many obstacles or other impediments that require Cayman Pools to provide additional personnel or equipment than usual to service, are subject to additional service fees and/or modified service rates. This will be evaluated on a case-by-case basis. Should our service crew arrive to your pool and we discover that the pool is significantly larger than the size information that you provide at registration, we will bill the difference in service rates to your valid card on file. Please note that our service technicians are not permitted to handle any form of remittance for services to be rendered. Unfortunately, Cayman Pools will not permit any of its service technicians to proceed with a Pool Closing unless payment is collected prior to commencement of work. Please note that this is simply a Cayman Pools standard operating procedure, which has come as a result of the high frequency of non-payments after Cayman Pools has rendered its services. Additionally, a valid credit card must remain on file with Cayman Pools for the timeframes of all services they are to provide for your pool. Fees that require post-service billing will be settled via the card on file. Remittances made via a credit card shall not be the subject of any dispute or chargeback for any reason; any issues that would otherwise warrant such an action should only be handled directly between the Homeowner and Cayman Pools.

SECTION 7: FAILURE TO REMIT

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Should any balances due for the Closing remain unpaid after a period of fourteen (14) days has passed from the date of Closing, this Binding Agreement shall be considered breached by the Customer. Cayman Pools then reserves the right to file for Collections or Small Claims Court immediately upon breach of contract. Should a dispute or chargeback be initiated against any credit card remittance for any reason, Cayman Pools reserves the right to file for Small Claims Court immediately upon resolution of dispute. Any and all fees required to process filing, including attorney fees and clerical fees, shall be assessed in addition to the unpaid amounts, and in addition to any and all reasonable interest accrued on the balance.

SECTION 8: DISCLAIMERS

Should Cayman's service crew arrive at the property, and it is determined that the Closing Service cannot be performed due to any condition(s) existing on the property that prevent the service from being performed to the quality standard expected from a professional pool service company, the service shall not be performed. Customer shall re-schedule the service once the condition(s) preventing the service have been remedied. Customer shall be assessed a return trip fee to reflect the trip sent to the property in which the service could not be performed.

Cayman shall carry adequate liability and Workers' Compensation insurances to cover their employees. Due to local ordinances and prevailing insurance codes, all electrical maintenance and repairs must be performed by a licensed electrician.

Cayman Pools cannot be held responsible or liable for any of the following that may occur during or as a result of our Service:

- Condition of pool water after Closing is performed, even if a Pool Vacuuming Service is purchased. Unfortunately, due to the nature of vacuuming, one pass through the pool cannot clear the pool of all debris, and any stirred debris will not settle in a reasonable amount of time to be able to complete a second pass. Additionally, water clarity and cleanliness in springtime is determined by many different factors that Cayman Pools has no control of.
- Damages to any part of the swimming pool or pool structure caused by surface or subterranean drainage under or around said pool, or resulting from any natural cause or Act of God, including earthquake, fire, ground swells, inundations and/or hillside motion, landslide, or any natural cause or peril.
- Damage to, or dislocation of, porcelain or ceramic tile borders in concrete or fiberglass pools (this issue is due to excess water entering the pool through either the cover, or through gaps between the pool coping and pool cover).
- Damage, staining or discoloration of pool's interior surface due to local water conditions, neglect, and/or improper or inadequate use of chemicals. Cayman Pools and Spas, LLC cannot place any warranty on the painting of submerged surfaces from peeling, blistering, chalking, or discoloring.
- Damages of non-intentional nature to pool structure, pool surface, pool equipment, decking, hardscape, landscape, shrubbery, plants, etc.
- Any changes in status condition for salt chlorine generators, whether the status condition was pre-existing or occurred during or after a salt cell cleaning or replacement (a unit reset or power-cycle should be considered to remedy these status conditions – should that fail, a separate service call should be arranged to have the salt generator evaluated).
- Damage that may occur to pool ladder, handrail, or deck anchor during a pool closing, should the ladder become stuck in the deck anchor for any reason (a stuck ladder or handrail in a deck anchor indicates improper handling / care of ladder / handrail during the course of the pool season).
- Any tear damage that occurs to a pool cover or liner during Closing (this typically indicates the presence of brittle cover material or stitching due to natural or excessive aging and/or improper care/customer neglect).
- Any delay in service beyond Cayman's control for reasons including, but not limited to: inclement weather conditions, storm, flood, Acts of Nature, war, riot, strike, inability to obtain materials, or any other occurrence.