

## Excalibur Pool Service LLC / C & S Pool Service Standard Terms and Conditions

### A - Pricing:

Customer agrees to pay a monthly pool service fee in advance each month for service. Customers may request additional pool services for an additional charge per month. Pricing is subject to change based on economic circumstances. However, if the pricing changes Excalibur Pool Service LLC / C & S Pool Service is required to notify all clients at least 30 days in advance. By accessing or using our services, all customers acknowledge and agree to be bound by the terms and conditions outlined herein. Customers should review these terms carefully, as they govern your use of the products or services offered by Excalibur Pool Service LLC / C & S Pool Service.

### B - Monsoon Season & Inclement Weather:

Circumstances can arise that affect or prevent Excalibur Pool Service LLC / C & S Pool Service from performing pool and/or spa maintenance such as the weather. In such an event, Excalibur Pool Service LLC / C & S Pool Service may elect to postpone pool and spa service for one week, not to exceed 5 weeks each year. In the event of inclement weather on the scheduled date of service, the pool and spa will be cleaned to the extent that weather permits and only chemicals may be added.

### C - Access to Property & Animals on Property:

Customer is responsible to provide Excalibur Pool Service LLC / C & S Pool Service access to service areas on the scheduled service day, including gate entry codes, lock combinations, security guard verification, pets relocated from pool/spa area, and removing any pool toys from the pool & spa before service. If Excalibur Pool Service LLC / C & S Pool Service is unable to access the service area for any reason, services will not be performed that week, and the Customer shall not be entitled to credit.

### D - Pool & SPA Covers:

The customer is responsible for removing all Pool and SPA covers from the equipment being serviced by Excalibur Pool Service LLC / C & S Pool Service and its employees. Excalibur Pool Service / C & S Pool Service will not open, move, or remove ANY pool or SPA cover under ANY circumstances. If the customer fails to open or remove the cover(s) services will not be performed that week and the Customer shall not be entitled to credit.

### E - Black Algae Clause:

Black Algae is a type of algae that is incredibly hard to treat both for the customer and technicians. If the customer's pool has Black Algae, the customer will be given an addendum that will need to be kept on file for their account. Additionally, the customer will need to have your own net, brush, and pole for our technicians to service the pool as this type of algae can be spread to other pools via the technician's tools. Excalibur Pool Service / C & S Pool Service can provide the tools to the customer for a separate fee if requested. If the customer purchases tools from the company or on their own, they are solely responsible for the maintenance and upkeep on the said tools mentioned above. This includes any repairs, and or replacements if needed.

### F - Vacation / Holiday Policy:

Excalibur Pool Service LLC / C & S Pool Service will be closed, and service will not be provided for the following day(s): Thanksgiving Day, Christmas Eve, Christmas Day, Independence Day, Memorial Day, and New Year's Day. These dates are already accounted for calculating monthly services. Therefore, no credit is due. If your scheduled service falls on a holiday, the scheduled service will be moved to either the day before or day after the holiday. In case of an emergency, Excalibur Pool Service LLC / C & S Pool Service will make every effort to return your calls and answer emails. Emergency services are provided at a separate agreed upon rate quoted on a case-by-case basis only. Excalibur Pool Service LLC / C & S Pool Service reserves the right to decline any emergency call for any given reason.

### G - Five Week Month Policy:

On occasion there are some months that contain 5 weeks. Excalibur Pool Service LLC / C & S Pool Service's definition of a five-week month is a month that contains FIVE Friday's according to the US Retail calendar. In the event of a five-week month the customer will be notified at the beginning of said month that unless requested the last week of said month will be skipped until the following week. Customers that do elect to have service on the fifth week will be billed an additional charge for the extra visit and any additional chemicals that do not fall in the normal scope of work outlined in section H.

### H - Services:

Excalibur Pool Service LLC / C & S Pool Service shall provide the following services each week-

- Pool vacuumed (as needed\*) \*Customer is required to have a properly working in-floor cleaning system or suction side cleaner.
- Pool surface skimmed (as needed)
- Filter backwashed (as needed)
- Leaf / Canister basket(s) emptied
- Pump baskets emptied
- Pool equipment operation inspected
- Pool walls, floor, and tile to be brushed (as needed)
- Water tested and balanced each week

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#### **H - Services (Continued):**

The customer is responsible for water levels during the week. It is recommended that the water level is MID-TILE. Chemicals used during weekly service are included in the monthly service fee. Chemicals that are included with monthly service are as follows: Chlorine Tablets (Limit 5, any additional are billed per unit on a separate invoice) Liquid Chlorine (2 Gallons) Muriatic Acid (1 Gallon) Cyanic Acid (Stabilizer) Algaecide, Water Clarifier, PH Up or Down, Powdered Shock (.5 lbs. anything additional would be per lbs.) Phosphate removers or Phosphate tests are an additional charge per unit deployed and per test administered. **Please DO NOT add ANY chemicals to your pool while Excalibur Pool Service LLC / C & S Pool Service is providing service unless otherwise instructed to do so by a member of our staff. By doing so, this could affect the quality of the water and make it extremely difficult to keep your pool water clear and balanced.**

Filter cleaning is NOT included as a monthly service. Filters may be cleaned every 6 months or each season depending on the manufacturer's specifications. All pool equipment MUST be properly maintained and in proper working order for Excalibur Pool Service LLC / C & S Pool Service to perform proper maintenance. All standard service calls are billed at a rate of 1 hour (60 minutes), and any additional labor charges will be billed at a rate of \$32.75 per each additional 30 mins (.50 Hours). I.E. Storm Cleanup, Excessive Debris, and any other situations out of the normal scope of work for your swimming pool and spa.

#### **I - Backwashing & Filter Cleaning:**

Occasionally your equipment is required to either be backwashed, disassembled, cleaned periodically, or sometimes both depending on the type of equipment you have on the property. This is determined by our technicians and the manufacture guidelines for your equipment. As for some customers this is not necessary but for others this is required to keep your equipment operating correctly and effectively. Under NO circumstances is Excalibur Pool Service LLC / C & S Pool Service liable for any damage caused by backwashing equipment, draining filter systems, or discharging equipment lines. Customer understands that they are solely liable for any damage done to their property or equipment including items mentioned below in **Section R**.

Additionally, for the safety of our technicians and customers, there will be a \$35 inspection fee for customers who choose to clean their own filters. Customers must notify us when the filter has been cleaned and email us before and after pictures of the filter grids or cartridges so we can schedule and perform the inspection. This inspection includes inspecting the manifold for cracks, filter condition, filter housing, O-rings, and ensuring the filter band clamp is properly secured and sealed. In the event the filters were not properly cleaned, we will inform you and offer to perform the filter cleaning at the rate as listed on the pricing schedule.

#### **J - Self Contained SPA Equipment:**

Customers that have a self-contained SPA on property are required to maintain the SPA on their own. Excalibur Pool Service LLC / C & S Pool Service's definition of a self-contained SPA is a piece of equipment that is NOT attached to your pool, equipment, or plumbing and is above ground. Excalibur Pool Service LLC / C & S Pool Service does not maintain self-contained SPA's or self-contained SPA equipment unless specifically noted by the customer and Excalibur Pool Service LLC / C & S Pool Service in writing.

#### **K - Landscaping:**

If there is foliage in your backyard, we request that the landscaping is well kept. Excessive foliage that falls or blows into the pool often results in additional time and resources to clean up, in addition to using more than normal amounts of chlorine or sanitizer to keep your pool safe. The customer is responsible for cleaning and maintaining the swimming pool or spa after landscaping services have been performed. Excalibur Pool Service LLC / C & S Pool Service is NOT responsible for any additional debris carelessly blown into the pool due to a landscaper's negligence. If Excalibur Pool Service LLC / C & S Pool Service is called back for a return trip to clean a customer's pool or spa post landscaping services an additional \$55.00 charge will apply along with any additional chemicals that needed to be added to the pool or spa.

#### **L - Repairs / Service Calls:**

Repairs are not included in the monthly service fees. All repairs will require customer authorization before the repair can take place, Excalibur Pool Service LLC / C & S Pool Service will only make the repair upon verification and approval from the customer. The customer has the right to decline any repairs. If repairs are declined by the customer Excalibur Pool Service LLC / C & S Pool Service shall not be responsible for any damage to equipment, pool, spa, cleaning equipment, and conditions of the pool and spa due to repairs needing to be made to ensure proper working order.

#### **M - Parts Policy:**

Excalibur Pool Service LLC / C & S Pool Service can only install parts and equipment purchased by the company and its associates directly. Excalibur Pool Service LLC / C & S Pool Service does not install parts that a customer purchases from an outside vendor or third-party company such as but not limited to Amazon, Temu, Wish, Alibaba, etc. The customer understands that if parts are purchased from an outside vendor or company the customer is solely responsible for installing the equipment, part(s), etc. Excalibur Pool Service LLC / C & S Pool Service shall provide NO warranty on parts, or equipment installed from an outside vendor or company.

**N - Home Warranty Policy Holders:**

Customers can choose to have a Home Warranty Company cover their pool and SPA equipment. This is entirely up to the homeowner. If a home warranty policy is active on your property, the customer MUST notify Excalibur Pool Service LLC / C & S Pool Service there is an active policy. All repairs MUST be directed to the home warranty company. Excalibur Pool Service LLC / C & S Pool Service will NOT make any repairs or replacements to defective equipment unless the customer elects to have Excalibur make the repairs in lieu of the warranty company. Excalibur Pool Service LLC / C & S Pool Service does NOT work with a third-party vendor sent to repair the equipment under any circumstances. Excalibur Pool Service LLC / C & S Pool Service is not responsible for any item or piece of equipment the home warranty company has sent out to the customers property to repair or replace.

**Homeowner Negligence, Non-Related Equipment Failures:**

If Excalibur Pool Service LLC / C & S Pool Service completes a repair authorized by the homeowner's home warranty company any non-related equipment, component, or part that subsequently malfunctions, fails, or becomes damaged that was not included in the original work order or scope of work is not the responsibility of Excalibur Pool Service LLC / C & S Pool Service. The homeowner acknowledges and understands that Excalibur Pool Service LLC / C & S Pool Service shall not be liable for any damage, loss, or additional repairs arising from unrelated equipment issues, pre-existing conditions, improper maintenance, or homeowner negligence. The homeowner agrees to indemnify and hold harmless Excalibur Pool Service LLC / C & S Pool Service, its owners, employees, and agents from any claims, costs, or damages associated with failures or defects not directly caused by the specific repair performed.

When Excalibur Pool Service LLC / C & S Pool Service is assigned to a property by a home warranty company, both the homeowner and the home warranty company acknowledge, accept, and agree to all terms and conditions contained in this Agreement, including this clause. Assignment of a work order or service request by a home warranty company or homeowner constitutes full acceptance of these terms by both parties.

**Home Warranty Claim Disclaimer Policy:**

Customers acknowledge that Excalibur Pool Service LLC is a third-party service provider and is not affiliated with, employed by, or responsible for the decisions made by any home warranty company. All warranty claims are evaluated and determined solely by the warranty provider, and Excalibur Pool Service LLC has no authority to approve, deny, or influence the outcome of such claims.

Because Excalibur Pool Service LLC does not control the claim process, customers are encouraged to direct any concerns or disputes regarding claim decisions to their warranty provider. We welcome honest feedback about our services, and we ask that reviews reflect the quality of work performed by Excalibur Pool Service LLC—not the actions or decisions of third-party entities.

**O - Property Management:**

Customer may elect to have a Property Manager assume management of the property Excalibur Pool Service LLC / C & S Pool Service is providing service to. However, if the customer has a Management Company or authorized 3<sup>rd</sup> Party that is making requests on their behalf, the customer MUST notify our office via email or in writing of this change. This document MUST also specify what the Management or 3<sup>rd</sup> Party is authorized to request and any NTE limits if any. This document must include contact information for the Property Manager handling the customers' property including a cell contact.

**P - Payment Terms:**

Customer agrees to pay Excalibur Pool Service LLC / C & S Pool Service monthly service fees stated above as well as any additional costs that may be incurred for repairs or services that are in addition to the services specified in sections I and J. Excalibur Pool Service LLC / C & S Pool Service accepts the following payment methods only: Check, Debit / Credit Card, and ACH Bank Transfer. If the customer is paying via EFT, such as a credit card a 3.5% fee will be added to the invoice. Each monthly payment must be received by Excalibur Pool Service LLC / C & S Pool Service, in full by the FIRST of every month. If the card on file does not cover payment of the monthly service fee, and any additional charges that may become due and payable, Customer shall be in default.

If Customer's payment method has been marked as "Returned" by their financial institution, the customer is solely responsible for the additional fees that Excalibur Pool Service LLC / C & S Pool Service will incur, but not limited to: Reversal Charges, Bank Assessment Charges, and any additional fees associated with the returned payment. Fees assessed shall be added to the late penalty charge if applicable.

Additionally in the event of default, services will be postponed, and the customer will be assessed a late fee penalty of \$25 after 7-days from the payment due date. The customer's account will also be placed on administrative hold until the default has been cleared, no credit will be issued for missed service day(s). If Customer fails to cure the default within 30 days Excalibur Pool Service LLC / C & S Pool Service shall terminate all services to the customer's account and send the file to a collection agency for collection. The customer is responsible for any additional costs such as attorney's fees, and all court costs if applicable.

**Q - Cybersecurity and Third-Party Payment Processing:**

The Customer acknowledges and agrees that Excalibur Pool Service LLC / C & S Pool Service utilizes third-party payment processing services for handling customer payments. Excalibur Pool Service LLC / C & S Pool Service do not store, process, or have direct access to customer payment card information. Accordingly, the customer agrees to indemnify, defend, and hold harmless Excalibur Pool Service LLC / C & S Pool Service, its owners, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any cyber-attack, data breach, or other unauthorized access to customer payment information that occurs through or as a result of a third-party payment processing service, including but not limited to acts of hacking, phishing, or other forms of cyber intrusion.

**R - Liability:**

Excalibur Pool Service LLC / C & S Pool Service shall not be responsible for any damage to property due to acts of nature, fire, vandalism, misuse, or abuse. Customer should be aware of normal deterioration of equipment that occurs over time due to exposure to chemicals, sunlight, and, in some cases, other corrosive materials (i.e., salt, chlorine, etc.). Customer shall be responsible for maintaining correct water level including but not limited to maintaining all watering devices or auto-watering devices. Additionally, Excalibur Pool Service LLC / C & S Pool Service is not responsible for any damages or deterioration caused by failure of a customer to perform other services recommended by Excalibur Pool Service LLC / C & S Pool Service, or by failure of Customer to properly maintain pool and equipment between visits. Excalibur Pool Service LLC / C & S Pool Service is not responsible for the deterioration of the pool surface (Plaster, Quarts, Pebble, Tile, Etc.) due to chemicals or age.

**S - Refund / Credit Policy:**

Credits are only to be issued by Excalibur Pool Service LLC / C & S Pool Service for the following reasons: Manager's Request, Parts Returned, etc. There are no refunds if pool service is terminated before the month has been completed. If a refund is issued the customer will be issued a refund in the form of a physical check mailed to either their property address, billing address on their account, or via an EFT refund to their financial institution. No credit will be issued for items mentioned in sections C, D and K.

**T - Termination:**

Parties agree that this Agreement may be terminated by either Party. However, the Parties further agree that the Customer shall give Excalibur Pool Service LLC / C & S Pool Service ten (10) days advance written notice of Customer's termination of this Pool Service Agreement. Such written notice may be delivered by email, mailed to the offices of Excalibur Pool Service LLC / C & S Pool Service at PO Box 20804, Mesa Arizona 85277 Attn: i-Payables, or called into Excalibur Pool Service LLC / C & S Pool Service's office at 602.935.6422.

**U - Body Worn Cameras:**

To ensure the safety, security, and accountability of our staff and clients, our pool technicians wear a body camera while performing services on your property, including in backyards and other outdoor areas. The body camera may record video and audio during the technician's time on-site. All recordings are used solely for quality assurance, training, incident documentation, and compliance with company policies. Recordings are stored securely and retained in accordance with applicable privacy laws and our internal data retention policies.

***ALL recordings are handled in accordance with Arizona Law. Under A.R.S. § 13-3005, Arizona is a one-party consent state, which means that only one party involved in the conversation (including the person recording) needs to consent to the recording. Since our technicians are the recording party, no additional consent is legally required. However, we strive to maintain transparency and respect for our clients.***

Customers may request access to body camera footage involving their property by submitting a written request to Excalibur Pool Service LLC / C & S Pool Service at [info@excaliburpoolservice.com](mailto:info@excaliburpoolservice.com). Requests must include the date and time of service and may take up to 10 business days to process. Access will be granted in accordance with applicable privacy laws and company policy, and footage may be redacted or withheld to protect the privacy of individuals or proprietary information. By allowing service on your property, you acknowledge and consent to this policy.

**V- Auto-Watering & Water Leveling Devices:**

Auto-watering devices, auto-fill systems, and any water-leveling equipment installed on the customer's pool or spa are the sole responsibility of the homeowner. Excalibur Pool Service LLC / C & S Pool Service will only adjust, service, or repair these devices when the customer specifically requests such work. The customer acknowledges and agrees that Excalibur Pool Service LLC / C & S Pool Service is not responsible for any malfunction, failure, or improper operation of an auto-watering device or water-leveling system, including but not limited to overfilling of the pool or spa, damage to plumbing fixtures, flooding, or any resulting property damage. The homeowner further agrees to indemnify and hold harmless Excalibur Pool Service LLC / C & S Pool Service, its owners, employees, and agents from any claims, losses, or damages arising from the malfunction or failure of any auto-watering or water-leveling device not directly caused by work performed by Excalibur Pool Service LLC / C & S Pool Service LLC.

# Excalibur Pool Service / C & S Pool Service Privacy Policy

Excalibur Pool Service LLC / C & S Pool Service is committed to protecting the privacy of our customers. This Privacy Policy outlines how we collect, use, store, and protect personal information.

## 1. Information We Collect:

We may collect the following types of personal information:

- Contact details (name, address, phone number, email)
- Payment and billing information
- Property access details (e.g., gate codes, lock combinations)
- Service history and equipment data
- Audio/video recordings from body-worn cameras, as outlined in Section U

## 2. How We Use Your Information:

Your personal information is used strictly for business purposes, including:

- Providing and managing pool and spa services
- Communicating service updates or changes
- Billing and payment processing
- Internal quality assurance, technician safety, and incident documentation
- Compliance with legal obligations

## 3. Information Sharing and Disclosure:

We do not sell or rent customer information to third parties. Information may be shared only:

- With authorized service providers for payment processing or administrative functions
- When required by law, regulation, subpoena, or court order

To protect the safety, rights, or property of Excalibur Pool Service LLC / C & S Pool Service or our clients

## 4. Data Security:

We implement appropriate physical, technical, and administrative safeguards to protect your data from unauthorized access, loss, misuse, or disclosure. Sensitive payment data is handled exclusively through secure, third-party processors.

## 5. Customer Rights:

You have the right to:

- Access the personal data we hold about you
- Request corrections to inaccurate or outdated information
- Withdraw consent or request deletion of data, where legally permitted

To make a privacy-related request, please contact us at [info@excaliburpoolservice.com](mailto:info@excaliburpoolservice.com).

## 6. Policy Updates:

We reserve the right to update this Privacy Policy. Any changes will be communicated through our website or via email. Continued use of our services after notice constitutes your acceptance of the revised policy.