



Terms of Service

2020

PLEASE READ THE FOLLOWING TERMS OF SERVICE AGREEMENT CAREFULLY. BY ACCEPTING OR USING OUR SERVICES, YOU HEREBY AGREE TO BE BOUND BY THE TERMS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. THIS TERMS OF SERVICE AGREEMENT IS EFFECTIVE AS OF 01/01/20 AND REMAINS IN EFFECT UNTIL 12/31/20.

Acceptance of Terms:

The following Terms of Service Agreement (the "TOS") is a legally binding agreement that shall govern the relationship with our customers and others which may interact or interface with Skyview Pool and Spa Ltd., located at 1504 Highbury Ave., London, Ontario, and our subsidiaries and affiliates, in association with the use of our pool and spa services.

Agreement of Sale:

The rate for service is \$120 for the first half hour and \$95 per additional hour for 1 Technician (+ materials) or \$125 per additional hour for 2 technicians (+ materials). Out of Town charges \$30 - \$60 depending on distance. Flat rate and pre-paid services, such as Pool Openings and Closings will be charged according to advertised rates and are subject to additional charges for unforeseen parts and chemicals required to complete the service.

Responsibility including Parts/Equipment:

- a. Skyview Pool and Spa Ltd. is responsible for the supplies covered by the agreement until they are delivered at the designated delivery point, regardless of the point of inspection;
- b. The Manufacturer is responsible for any warranties/guarantees with respect to product design, quality or performance, etc as outlined in individual manufacturer guidelines unless otherwise explicitly outlined by Skyview Pool and Spa Ltd.;
- c. Skyview Pool and Spa Ltd. shall not be responsible for damage to grass, lawns, shrubbery, trees, walks, driveways, patios or other erections either at the job address or on adjacent properties and the Customer shall indemnify and save Skyview Pool and Spa Ltd. harmless from and against all claims and demands made against Skyview Pool and Spa Ltd. by the Customer or occupiers of adjacent lands;
- d. Any issues arising from the quality of workmanship or materials must be reported immediately and shall be mutually discussed on a regular and timely basis and Skyview Pool and Spa Ltd. shall not be denied access to the property to correct these issues if necessary;
- e. All equipment remains the property of Skyview Pool and Spa Ltd. until paid for in full. Skyview Pool and Spa Ltd. shall not be denied access of property to retrieve equipment and accessories;
- f. Should the Customer decide not to proceed, he/she shall not be entitled to any refund of a deposit. These monies shall be retained by Skyview Pool and Spa Ltd. as liquidated damages and not as a penalty;
- g. Opening and Closing rates do not include cleaning/vacuuming and would require a separate date and invoice;
- h. Extra charges may apply in order to avoid a second trip to the address. We will replace small parts as needed and any minor materials needed such as leaf bags, o-rings, extra chlorine etc will be an additional charge;
- i. For any service trip, please ensure gate is unlocked, pets are secure in the house, pet waste is cleaned up, outside water source is turned on, hose available, outside power source is available and leave out pool vac/hose and all accessories. Failing any of these requirements may result in postponement of the appointment and additional charges for the return trip;

Billing/ Payment:

- a. Residential invoices are due upon receipt and commercial accounts are due 30 days from the date of invoice;
- b. All unpaid amounts due under this agreement shall bear interest at the rate of 2% per month, calculated monthly for an effective annual rate of 26.8% from the date of default as outlined above and is subject to any additional agency fees or other collections fees associated with collections activity on the account;
- c. Dishonoured payments will incur a fee of \$40.00 and shall be the sole responsibility of the Customer;
- d. In lieu of a deposit the Customer MUST provide a valid credit card and authorizes Skyview Pool and Spa Ltd. to automatically bill the credit card in the event of delinquency;
- e. Small deposits may be paid via credit card but remaining balances paid via credit card incur an additional 3% institution fee;

Special Orders:

- a. Skyview Pool and Spa Ltd. will attempt to identify requested parts to the best of our knowledge with the information provided to us via the customer and will not be held responsible for misidentified, incorrect orders.
- b. A 50% non-refundable deposit will be required with every order and in the event of a cancelled order these monies shall be retained by Skyview Pool and Spa Ltd. as liquidated damages and not as a penalty;

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519 – 451 - 3000

- c. Skyview Pool and Spa Ltd. has no control over and cannot guarantee the delivery/wait period and is not liable for delays due to back orders, supply issues or any other circumstance resulting from product suppliers, postal/delivery services and dealers;

New Build Terms and Conditions

1. The pool shall be deemed to be completed for all purposes here of when it is filled with water.
2. Contractor assumes no responsibility if any part of the pool is not on property of Owner. Owner shall be solely responsible for locating the pool within their property lines and clear of set-backs.
3. Owner at their expense will provide building permit, water and electricity for pool.
 - (i) reasonable access to the job site for all personnel and equipment including power excavating equipment and trucks necessary to construct and complete the pool; and
 - (ii) clearance and preparation of the site for the pool including removal of (and as the case may be protection for) trees and other vegetation, sewers, septic tanks, electric cables, pipes or pipe lines and other excess material and obstructions.
4. Contractor shall not be responsible for damage to grass, lawns, shrubbery, trees, walks, driveways, patios or other erections either at the job address or on adjacent properties and Owner shall indemnify and save Contractor harmless from and against all claims and demands made against Contractor by owners or occupiers of adjacent lands.
5. The total price mentioned is based on the assumption that the ground conditions in the pool area may be excavated by power and excavation equipment without undue difficulties and Owner shall pay in addition to the total price mentioned, the additional cost to Contractor to complete the pool installation if hard pan, rock, water, quick sand, or other similar material is encountered.
6. Any unpaid amounts due under this contract shall bear interest at the rate of 2% per month, calculated monthly for an effective annual rate of 26.8% from the date of default.
7. Contractor will remedy each and every substantial defect without cost to the Owner as long as and to the extent that:
 - (i) Contractor is notified in writing within ten days of the date such defect and each of them is first noticed to enable it to verify the claim and take immediate remedial action;
 - (ii) Such defect occurs within one year after the date the pool is completed; and
 - (iii) The purchase price has been paid in full in accordance with the terms hereof.
8. Any issues arising from the quality of workmanship or materials shall be mutually discussed on a regular and timely basis. Skyview Pool & Spa Ltd. shall not be denied access to the property to correct these issues if necessary.
9. Owner understands that the representative of Contractor making this offer does not have authority to bind Contractor and accordingly the agreement formed by Owner's acceptance of this offer is not binding upon Contractor until it has been approved in the space provided therefore below by and officer of Contractor. Owner by accepting this offer agrees to do all acts and things to pay all amount which pursuant to the terms and condition of this offer are to be done, performed or paid by him/her.
10. The agreement formed by owner's acceptance of this offer shall be binding upon the parties thereto and their respective personal representatives and assigns.
11. The benefit of this guarantee is not assignable.
12. The Contractor is not liable for cracks or movement due to ground settling or frost which may appear in concrete decking, retaining walls and structures surrounding the pool.

13. The parties acknowledge there are no other verbal representations or warranties, other than contained herein in writings.
14. The parties agree that all work contained in this Agreement shall be started and complete as soon as reasonably possible, having regard to the availability of material and the Contractor's workmen, weather, permits, and other causes outside of the Contractors control.
15. The Owner agrees that any damage occurred to swimming pool after construction, which is occasioned by the Owner, draining the pool, or which is caused by a change in the water table, ground conditions or from natural causes/act of God etc. is his/her sole responsibility. Contractor shall be held harmless there from.
16. Allowance for additional costs has been estimated and will change, plus or minus depending on actual square footage.
17. All equipment remains the property of Skyview Pool & Spa Ltd. until paid for in full. Skyview Pool & Spa Ltd. shall not be denied access of property to retrieve equipment and accessories.
18. Should the Owner decide not to proceed with the work after contract is signed, he shall not be entitled to any refund or money paid as a deposit which money shall be retained by the Contractor as liquidated damages and not as a penalty.

I have read and accept the terms of service as outlined in this document.

Customer Signature
Date

Print Name