



760 Southbridge Street, Auburn, MA 01501 508-832-6566 www.poolsandcues.com

Dreammaker Hot Tub Warranty Service & Repair Agreement

COPY: This Agreement May Change Without Notice

Customer and Hot Tub Information

Customer Name:

Service Address Street:

City/Town:

State:

Zip code:

Cell Phone:

Home Phone (optional):

Email Address:

Hot Tub Brand:

Hot Tub Model:

Hot Tub Model Year:

Serial Number:

Date of Delivery:

Was the Hot Tub Originally Purchased from Pools & Cues & Spas, Too?

Agreement Date Sent to Customer:

1. Purpose of This Agreement

This DreamMaker Hot Tub Warranty Service & Repair Agreement ("Agreement") applies to service and repair requests believed to be covered under the applicable DreamMaker Limited Warranty. Pools & Cues & Spas, Too ("Company") is an authorized DreamMaker Spas dealer and service provider.

Warranty eligibility, coverage periods, covered components, exclusions, and limitations are determined by the applicable DreamMaker Limited Warranty for the Customer's specific hot tub series, model, model year, date of delivery or installation, and other warranty requirements.

This Agreement does not replace, modify, extend, or supersede the applicable DreamMaker Limited Warranty. If any provision of this Agreement conflicts with the DreamMaker Limited Warranty, the DreamMaker Limited Warranty controls with respect to manufacturer warranty coverage.

2. Warranty Eligibility and Coverage

DreamMaker warranty coverage is determined by the applicable DreamMaker Limited Warranty and is subject to its stated terms, limitations, and exclusions.

The current DreamMaker Limited Warranty provides the following primary coverage periods:

- 5 Year Shell - against loss of water through the rotationally molded polyethylene shell due to defects in material or workmanship, subject to the warranty's time limitations.
- 1 Year Plumbing Components - factory-installed hoses, pipes, jets, air controls, and unions against leaking due to defects in workmanship or materials.
- 1 Year Electrical Components - factory-installed electrical components against defects in material or workmanship.
- 1 Year Insulating Cover - the factory-supplied insulating cover against stitching defects in material or workmanship.
- 1 Year Labor - labor reimbursement for warranty service at DreamMaker's established rates. Applicable trip charges are not covered by DreamMaker's labor warranty and are the purchaser's responsibility.

The DreamMaker Limited Warranty extends solely to the original purchaser of a DreamMaker branded spa purchased and originally installed within the United States or Canada, and it terminates upon transfer of ownership or if the spa is installed or relocated outside the United States or Canada before the warranty expires.

3. No Charge for Covered Warranty Service or Repair

If the diagnosed condition and required repair are determined to be covered under the applicable DreamMaker Limited Warranty, there will be no charge to the Customer for covered parts or covered labor.

No credit card, debit card, or other payment method is required to be placed on file solely for service or repairs being performed under this DreamMaker Hot Tub Warranty Service & Repair Agreement.

4. Warranty Service Travel Fees

The standard 25-mile travel provision and additional-mile travel charge contained in the Company's regular Hot Tub Service & Repair Agreement do not apply to covered warranty service performed under this Agreement.

- For DreamMaker hot tubs originally purchased from Pools & Cues & Spas, Too, there is no travel charge to the Customer for covered warranty service or repairs within the Company's warranty service area.
- For DreamMaker hot tubs not originally purchased from Pools & Cues & Spas, Too, a \$125 Warranty Service Travel Fee may apply.
- Any applicable travel fee is separate from covered warranty parts and labor.

5. Determination of Warranty Coverage

A service request, reported symptom, prior conversation, photograph, or initial diagnosis does not automatically establish that a condition is covered under the DreamMaker Limited Warranty. The technician may need to inspect, test, and diagnose the hot tub before warranty coverage can be confirmed.

Final warranty eligibility is subject to the terms, conditions, exclusions, and limitations of the DreamMaker Limited Warranty applicable to the Customer's hot tub. Conditions caused by alteration, neglect, misuse, abuse, improper installation, improper operation or maintenance, improper water chemistry or chemical balance, unauthorized repairs, aftermarket parts, accidents, Acts of God, or other excluded causes may not be covered.

6. Non-Warranty Conditions or Repairs Discovered During Service

No chargeable non-warranty repair will be performed under this Agreement.

If, during diagnosis or warranty service, the technician determines that a reported condition, part, repair, or additional problem is not covered under the applicable DreamMaker Limited Warranty, the non-warranty repair will not automatically be performed under this Agreement.

Before Pools & Cues & Spas, Too performs any chargeable, non-warranty service or repair, the Customer must complete and sign the Company's separate Hot Tub Service & Repair Agreement and provide a valid credit card, debit card, or other accepted payment method to be kept on file as required by that agreement.

The Customer will be informed of the non-warranty condition and may choose whether to authorize separate non-warranty service. If the Customer does not authorize the non-warranty work, no such work will be performed.

7. Customer Access and Hot Tub Preparation

The Customer is responsible for providing the technician with safe, reasonable, and unobstructed access to the hot tub and to all equipment or components requiring inspection or service.

- In most cases, the Customer is not required to be present if the hot tub and necessary equipment are outdoors and safely accessible.
- If access requires the Customer to be present, the Customer must make appropriate arrangements before the appointment.
- The Customer is responsible for removing or arranging removal of decking, walls, panels, landscaping, enclosures, or other obstructions when necessary to gain access to a component. Such access work is not part of covered DreamMaker warranty service unless DreamMaker specifically authorizes otherwise.
- The service area around the hot tub must be reasonably safe and accessible for the technician.

8. Scheduling, Communication, and Appointment Times

Once this Agreement has been completed and signed and the required warranty information has been received, the warranty service request will be placed into the Company's scheduling system.

A technician or member of the Service Department will contact the Customer, typically by text message or telephone, to schedule the appointment. Service demand varies throughout the year, and the Company cannot guarantee a specific appointment date or response time.

Due to the nature of hot tub service and repair, exact arrival times cannot be guaranteed. Appointment times and arrival windows are estimates and may be adjusted because of previous service calls, emergency service, unexpected repair complexity, weather, traffic, parts requirements, or other scheduling conditions beyond the Company's control.

9. Hot Tub Relocation and Warranty Service Area Limitations

If the hot tub is moved from its original installation location, Pools & Cues & Spas, Too may not be able to provide warranty service or repairs at the new location.

Pools & Cues & Spas, Too is not responsible for providing warranty service or repair for any hot tub located more than approximately 1.5 hours of normal driving time from our store at 760 Southbridge Street, Auburn, Massachusetts.

If the hot tub has been relocated outside of our normal warranty service area, the Customer should contact DreamMaker Spas directly for assistance with warranty service options.

If the DreamMaker hot tub was not originally purchased from Pools & Cues & Spas, Too, Pools & Cues & Spas, Too reserves the right, at its discretion, to decline or discontinue providing warranty service or repairs at any time and for any reason. Acceptance of a warranty service request or performance of warranty service on one or more occasions does not obligate Pools & Cues & Spas, Too to accept or perform future warranty service for that hot tub.

Under the DreamMaker Limited Warranty, coverage terminates if the spa is installed or relocated outside the United States or Canada by the original purchaser before the warranty period expires. Relocation within the United States or Canada does not, by itself, determine whether warranty coverage remains valid; all warranty eligibility remains subject to DreamMaker's applicable terms, limitations, and exclusions.

Pools & Cues & Spas, Too is not responsible for providing warranty service or repair for any hot tub located more than approximately 1.5 hours of normal driving time from our store at 760 Southbridge Street, Auburn, Massachusetts.

10. Customer Responsibility to Prevent Additional Damage

The Customer is responsible for taking reasonable steps to protect the hot tub from additional damage while awaiting diagnosis, parts, authorization, or service. The Customer must protect the hot tub and plumbing from freezing conditions and should promptly report any material change in the hot tub's condition before the scheduled service appointment.

11. Parts, Return Visits, and Completion of Warranty Repairs

The Company does not guarantee that a warranty repair can be completed during the initial service visit. Diagnosis may determine that replacement parts, manufacturer authorization, additional troubleshooting, or a return visit is necessary.

When additional covered warranty work is required, the Company will make reasonable efforts to obtain required parts or authorization and schedule the additional service. Availability of parts and manufacturer approvals may affect completion time.

12. DreamMaker Warranty Limitations and Exclusions

DreamMaker warranty coverage excludes routine maintenance and wearable items identified in the Limited Warranty, and may be void or unavailable for conditions including improper installation, extension-cord use, accident, abuse, misuse, improper installation, fire or excessive heat, acts of God, improperly maintained water chemistry, commercial or rental use, or damage caused by improper maintenance or repair.

The Customer acknowledges that DreamMaker Limited Warranty coverage is subject to the complete exclusions and limitations stated by DreamMaker. Examples may include improper installation, operation or maintenance; improper water chemistry or chemical balance; neglect, misuse or abuse; unauthorized repairs or modifications; damage caused by non-Genuine DreamMaker aftermarket parts; accidents; Acts of God; commercial use; and other conditions identified in the applicable DreamMaker Limited Warranty.

DreamMaker warranty service must be performed by DreamMaker or a designated representative using authorized DreamMaker parts. Pools & Cues & Spas, Too cannot change, modify, or extend DreamMaker's Limited Warranty.

13. DreamMaker Hot Tub Cover and Cover Lifter Warranty

DreamMaker hot tub covers and cover lifters are handled separately from the DreamMaker hot tub Limited Warranty and are subject to their applicable manufacturer warranty terms and claim procedures.

- Based on the Company's current DreamMaker cover-warranty procedure, covers purchased with a hot tub are covered for 12 months from the date of hot tub delivery, and cover lifters are covered for 6 months from the date of hot tub delivery, subject to the applicable manufacturer terms.
- Warranty replacement covers or cover skins are self-pick-up only at Pools & Cues & Spas, Too.
- Pools & Cues & Spas, Too is unable to deliver or install replacement covers or cover skins provided under warranty.
- The Customer is responsible for removing the old cover and installing the replacement cover or cover skin.
- If the Customer brings an old cover to Pools & Cues & Spas, Too for disposal, a \$60 Cover Disposal Fee will apply.
- Cover warranty replacement does not extend the original cover warranty period.

14. Warranty Replacement Hot Tubs

Customer Responsibility for Access, Removal, Replacement & Installation Costs

The Customer is responsible for providing safe and reasonable access to the hot tub and all components requiring warranty service or repair.

If access to the hot tub or any component requires the hot tub to be tipped or placed on its side, lifted or removed by crane, removed from or repositioned within a deck or other structure, or requires any deck, platform, enclosure, wall, fence, landscaping, or other structure to be removed, altered, disassembled, or reconstructed, all arrangements, labor, equipment, and associated costs are the sole responsibility of the Customer.

Pools & Cues & Spas, Too is not responsible for tipping, craning, lifting, removing, relocating, or otherwise repositioning a hot tub in order to obtain access for warranty service or repair, unless separately agreed to in writing.

If DreamMaker authorizes the replacement or return of a hot tub under warranty, the Customer is responsible for all costs and arrangements associated with the removal, return, replacement, and installation of the hot tub that are not specifically covered by DreamMaker. These responsibilities include, but are not limited to:

- Delivery, transportation, and/or pick-up of the hot tub
- Removal and disposal of the existing hot tub
- Cranes, lifts, rigging, dollies, or other equipment required for removal or replacement
- Removal, alteration, disassembly, or reconstruction of decks, platforms, fences, enclosures, landscaping, or other structures
- Draining the existing hot tub
- Filling the replacement or reinstalled hot tub
- Disconnecting or removing electrical wiring, conduit, disconnects, or other electrical components as necessary
- All electrical work and electrical connections required for the replacement or reinstalled hot tub
- Any plumbing, site preparation, permits, contractors, or other work necessary to complete the removal, return, replacement, or reinstallation

These costs and services are not the responsibility of Pools & Cues & Spas, Too and are not included simply because DreamMaker has authorized a warranty repair, return, or replacement.

The Customer is responsible for hiring and coordinating any qualified electricians, crane operators, contractors, or other third-party service providers required to prepare the site, remove the existing hot tub, or install the replacement hot tub.

DreamMaker's authorization of a shell, component, or hot tub repair or replacement does not mean that freight, cartage, removal, delivery, reinstallation, electrical work, site work, or other associated costs are covered. Under the DreamMaker Limited Warranty, freight for shell repairs/replacements and replacement components, and costs of removal or reinstallation, are the responsibility of the original purchaser unless DreamMaker expressly states otherwise in writing.

15. Customer Responsibility After Warranty Service

- After service or repair is completed, the Customer is responsible for monitoring the hot tub to ensure it is operating properly.
- Any continuing, recurring, or new issue should be reported to the Company's Service Department at 508-832-6566 as soon as reasonably possible.
- The Customer remains responsible for proper water chemistry, routine maintenance, protection from freezing, and operation and maintenance in accordance with the applicable DreamMaker Owner's Manual.
- A new or unrelated problem is not automatically covered merely because it occurs after a warranty service visit.

16. Limitation of Company Responsibility

Pools & Cues & Spas, Too performs warranty service as a DreamMaker dealer and service provider but does not manufacture the hot tub or establish the terms of the DreamMaker Limited Warranty. Warranty coverage decisions remain subject to DreamMaker's applicable warranty terms and authorization requirements.

To the fullest extent permitted by applicable law, the Company is not responsible for incidental or consequential loss resulting from a hot tub failure, including loss of use, water loss, property damage, freeze damage, inconvenience, or other secondary damage, except to the extent such responsibility cannot lawfully be limited.

17. Customer Acknowledgment

By signing this Agreement, the Customer acknowledges and agrees that:

- Warranty coverage is determined by the DreamMaker Limited Warranty applicable to the Customer's specific hot tub, series, model year, component, and warranty period.
- Pools & Cues & Spas, Too does not modify, extend, or replace DreamMaker's Limited Warranty.
- There is no charge for covered parts or covered labor for repairs determined to be covered under the applicable DreamMaker Limited Warranty.
- No credit card or payment method is required to be placed on file solely for covered warranty service under this Agreement.
- If non-warranty service or repairs are required or requested, a separate Hot Tub Service & Repair Agreement must be completed and signed and the required payment method must be placed on file before chargeable service or repair can be performed.
- A \$125 Warranty Service Travel Fee may apply to DreamMaker hot tubs not originally purchased from Pools & Cues & Spas, Too.
- The standard 25-mile/additional-mile travel policy does not apply to covered warranty service under this Agreement.
- If the hot tub is relocated, Pools & Cues & Spas, Too may be unable to provide warranty service at the new location, and Pools & Cues & Spas, Too does not provide warranty service for hot tubs located more than approximately 1.5 hours of normal driving time from the store.
- Warranty replacement covers and cover skins are self-pick-up only; delivery and installation are not provided; and a \$60 fee applies if the Customer brings an old cover to Pools & Cues & Spas, Too for disposal.
- The Customer has read and agrees to the terms of this DreamMaker Hot Tub Warranty Service & Repair Agreement.

Customer acknowledges that access to the hot tub and all costs associated with tipping, craning, removal, delivery, pick-up, draining, filling, electrical disconnection or reconnection, site preparation, structural removal or alteration, and installation of a repaired, returned, or replacement hot tub are the Customer's responsibility unless specifically agreed otherwise in writing.

By signing electronically, Customer agrees that this electronic signature is the legal equivalent of a handwritten signature and consents to conduct this transaction electronically.

Warranty service or repair cannot be scheduled until this Agreement is completed and signed and the information required to evaluate the warranty request has been supplied.