



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

HOT TUB SERVICE & REPAIR AGREEMENT

**COPY: This Agreement May Change
Without Notice**

1. CREDIT CARD (OR OTHER ACCEPTED PAYMENT METHOD) ON FILE REQUIREMENT

A valid credit card, or other accepted payment method, must be kept on file for all service and repair appointments. No exceptions.

By signing this Agreement and scheduling service, Customer authorizes Company to securely store the credit card or other accepted payment method information and charge the card or other accepted payment method in accordance with this Agreement.

2. SERVICE RATES

Rates are determined based on whether the hot tub was purchased from Pools & Cues & Spas, Too and qualifies under the manufacturer requirements below.

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

PRICING TERMS A. Tubs NOT Purchased at Pools & Cues & Spas, Too
Standard Service Call Fee:

- \$185 for the first 30 minutes of labor for locations up to 25 miles from our store
- The first 25 miles FROM Pools & Cues TO the customer's location are included. For locations beyond 25 miles, a travel fee of \$3.00 per additional mile will apply, based on the one-way distance to the customer's location
- Labor time begins once the technician arrives at the Customer's Service Address

Additional Labor

- \$70 per additional 30 minutes of labor (\$140 per hour)

Rates are subject to change upon written notice for future service appointments.

Diagnostic Services

The Standard Service Call Fee covers travel to the service location, diagnosis, and the labor time included in the applicable service rate. The Company does not guarantee that every problem can be repaired during the initial visit. If additional parts, return visits, or specialized labor are required, additional charges may apply.

Rates are subject to change upon written notice for future service appointments.

PRICING TERMS B. Tubs Purchased from Pools & Cues & Spas, Too:

(Must be Dimension One, Jacuzzi, or Dreammaker Brand Hot Tubs – even if not original owner)

Standard Service Call Fee:

- \$155 for the first 30 minutes of labor for locations up to 25 miles from our store
- The first 25 miles FROM Pools & Cues TO the customer's location are included. For locations beyond 25 miles, a travel fee of \$3.00 per additional mile will apply, based on the one-way distance to the customer's location.
- Labor time begins once the technician arrives at the Customer's Service Address

Additional Labor

- \$60 per additional 30 minutes of labor (\$120 per hour)

Rates are subject to change upon written notice for future service appointments.

Diagnostic Services

The Standard Service Call Fee covers travel to the service location, diagnosis, and the labor time included in the applicable service rate. The Company does not guarantee that every problem can be repaired during the initial visit. If additional parts, return visits, or specialized labor are required, additional charges may apply.

Rates are subject to change upon written notice for future service appointments.

3. PAYMENT TERMS

All repairs, parts, labor, mileage, and service call fees are due at the time of service.

Repairs Expected to be \$600 or Less

If the total repair cost is estimated to be \$600 or less, the credit card or other accepted payment method on file will be automatically charged upon completion of service. An itemized service performed document and receipt will be provided to the Customer representing all costs. This is considered a "Pre-Approved Repair."

Repairs Expected to Exceed \$600

If, during diagnosis or repair, the technician reasonably believes that the total cost will exceed \$600, all work will pause until the Customer has been contacted.

The technician will provide:

- A description of the issue
- The recommended repair
- An estimated price range or best available estimate
- An explanation that the final invoice may vary if additional parts or labor are required to complete the repair

Upon Customer authorization to proceed:

- The technician will complete the repair
- The final invoice will reflect the actual parts, labor, mileage, and applicable charges required to complete the repair
- The credit card or other accepted payment method on file will be charged upon completion of the repair
- Credit card or other accepted payment method on file will be charged upon completion
- An itemized Service Performed Report and receipt will be provided

Estimate Variations

Customer acknowledges that any estimate provided is based on the information available at the time of diagnosis. The final invoice may reasonably vary due to additional parts, labor, or conditions discovered during the repair.

If the technician determines that the final repair cost is expected to exceed the approved estimate by more than \$150, the Company will make reasonable efforts to obtain additional authorization before proceeding. If the Customer cannot be reached after reasonable efforts, work may be suspended until authorization is obtained.

VERY IMPORTANT: If the Customer cannot be reached or does not authorize the repair:

- No further work will be performed
- The standard Service Call Fee will be charged by credit card or other accepted payment method on file
- Service must be rescheduled
- An additional Service Call Fee may apply to the return visit
- The Customer is responsible for protecting the hot tub from freezing or other damage until service can be completed

4. CHECK OR CASH PAYMENTS

If Customer elects to pay by check or cash:

- A credit card or other accepted payment method must still remain on file
- Customer must be present at time of service completion
- Check or cash must be provided before technician leaves

If check or cash payment is not made at completion, the card or other accepted payment method on file will be charged.

Returned checks will incur fees permitted under State law.

5. COMMUNICATION & SCHEDULING

Scheduling Process

Once this Hot Tub Service & Repair Agreement has been completed, signed, and all required payment information has been received, your service request will be placed into our scheduling system.

A technician or member of our Service Department will contact you, typically by text message or phone call, to schedule your service appointment. Appointments are generally scheduled on a first-come, first-served basis.

Service demand varies throughout the year, and while we cannot guarantee a specific appointment date or

response time, we will make every reasonable effort to contact you and schedule your appointment as soon as possible.

Customer Presence

In most cases, the Customer is not required to be present during the service appointment, provided the technician has safe and unobstructed access to the hot tub and all necessary equipment is located outdoors.

If you prefer to be present during the service visit, or if access to the hot tub requires the homeowner to be present, please notify us before your appointment so this can be noted when scheduling.

If the technician is unable to access the hot tub upon arrival, or the appointment cannot be completed due to inaccessible conditions, the Standard Service Call Fee may still apply, and the appointment may need to be rescheduled.

Appointment Window

Due to the nature of hot tub service and repair, we are unable to provide a specific arrival time for your appointment. The length of each service call varies depending on the complexity of the repair and whether additional issues are discovered during diagnosis.

If you would like a more specific arrival window, you are welcome to contact our office or the assigned technician on the day of your appointment. While we cannot guarantee an exact arrival time, we will do our best to provide the most accurate estimated arrival window available.

All appointment times are estimates only and may be adjusted due to emergency service calls, unexpected repair complexity, weather, traffic, or other scheduling factors beyond our control.

6. WARRANTY POLICY

Parts Warranty

All installed hot tub parts and components carry a six (6) month warranty from date of installation against defects in the replacement part supplied and installed by the Company.

Labor Warranty

All labor performed carries a six (6) month warranty from date of service.

Warranty applies only to the specific repair or part replaced.

Diagnostic Services

The Standard Service Call Fee covers travel to the service location, diagnosis, and the labor time included in the applicable service rate. The Company does not guarantee that every problem can be repaired during the initial visit. If additional parts, return visits, or specialized labor are required, additional charges may apply.

7. WARRANTY LIMITATIONS & EXCLUSIONS

Warranty does NOT cover:

- Improper water chemistry or chemical imbalance
- Chemical misuse
- Freeze damage

- Lack of maintenance
 - Customer neglect or misuse
 - Electrical supply issues or power surges
 - Environmental damage
 - Pre-existing conditions
 - Failures of components not replaced
 - Failures to covers or cover lifters
 - New or unrelated issues
 - Damage caused by rodents, insects, or other animals
 - Damage to lawns, landscaping, mulch, flower beds, gardens, trees, shrubs, driveways, walkways, patios, retaining walls, foundations, neighboring property, septic systems, drainage systems, or any other real or personal property resulting from the discharge or natural flow of water during the draining process.
- If inspection determines the issue is outside warranty coverage, standard service charges will apply.

8. CUSTOMER RESPONSIBILITY AFTER SERVICE

- 1) After service or repair is completed, the Customer is responsible for monitoring the hot tub to ensure it is operating properly
- 2) If any issue or concern arises, the Customer must contact the Company's Service Department at 508-832-6566 as soon as possible to report the problem
- 3) Failure to promptly report a suspected warranty issue may void warranty coverage for that repair if additional damage results from continued operation.
- 4) Warranty-related service visits will be scheduled during the Company's normal business service hours
- 5) Customer is responsible for protecting the hot tub from freezing conditions

9. LIMITATION OF LIABILITY

To the fullest extent permitted under State law:

Company shall not be liable for incidental, consequential, or secondary damages, including but not limited to water loss, property damage, loss of use, personal inconvenience, chemical imbalance damage, or freeze damage occurring after service.

Total liability, if any, shall not exceed the amount paid for the specific repair performed.

10. DISPUTES & CHARGEBACKS

Customer agrees:

- Not to initiate a chargeback for any charge authorized under this Agreement unless required by applicable law
- To contact Company directly at 508-832-6566 to resolve billing concerns

- To allow reasonable opportunity for resolution before disputing any charge
- Signed authorization and service documentation constitute proof of authorized transaction.

11. CREDIT CARD OR OTHER ACCEPTED PAYMENT METHOD AUTHORIZATION

I authorize Company to charge the credit card or other accepted payment method on file for:

- Standard Service call Fee
- Mileage Fee
- Additional Labor
- Parts
- Pre-Approved Repair and/or Approved Repairs (as stated in Section 3: Payment Terms)

This authorization shall remain in effect for future service appointments requested by the Customer until revoked in writing. Revocation does not affect payment obligations for services already authorized or performed.

All credit card or other accepted payment method information will be stored and maintained using secure processing systems and will not be shared with unauthorized parties. Charges will only be processed in accordance with the terms of this Agreement or with Customer approval for additional services not previously authorized. The Customer may request removal of their card or other accepted payment method information from file at any time upon written request after all outstanding balances have been paid in full.

12. ACKNOWLEDGMENT

By signing below, Customer acknowledges:

- Receipt and agreement to all rates
- Agreement to payment terms
- Agreement to warranty terms and exclusions
- Agreement to full Hot Tub Service & Repair Agreement Terms
- Authorization to charge the credit card or other accepted payment method on file

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

**Service or Repair cannot be scheduled until this agreement is completed and signed and
Credit Card or other accepted payment method information is supplied.**

Thank you for your trust in us! We look forward to getting your hot tub back to optimal health!