



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

HOT TUB WINTERIZATION SERVICE AGREEMENT

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

1. PRE-PAID PAYMENT TERMS

Hot Tub Winterization is a PRE-PAID SERVICE.

Payment in full is required at the time this Agreement is signed.

The Winterization Service fee is \$629.00 for hot tubs up to 10' x 10'. Payment may be made by Credit Card, Debit Card, or ACH Bank Transfer.

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.

Our Winterization Service is a "one-time visit" service. If additional trip(s) is/are needed to complete the winterization of your hot tub, a \$129 Dispatch Fee may be assessed.

Please Note: We do not offer winterization services for Swim Spas.

Pools & Cues & Spas, Too reserves the right to decline to perform Winterization Service on any hot tub, for any reason, at any time. If we decline to perform the service after payment has been received, the Customer will receive a full refund of all prepaid Winterization Service fees.

Winterization Service will not be scheduled until payment has been received in full.

Once full payment has been received, your service request will be entered into our scheduling

system. A technician or member of our Service Department will typically contact you within 2–3 business days to arrange your Winterization Service appointment.

Payment confirms your service request; however, it does not guarantee a specific appointment date or time. Appointment availability is subject to our service schedule.

2. PAYMENT METHOD ON FILE & FUTURE PAYMENT AUTHORIZATION

By submitting payment through the Company's secure payment portal, the Customer authorizes the payment method used for this transaction to be securely stored by the Company's third-party payment processor for future convenience.

The payment method on file **will not be charged** for future products or services unless:

- The Customer specifically authorizes the charge;
- The Customer enters into a future agreement authorizing the Company to charge the payment method on file;
- A Dispatch Fee becomes due under the terms of this Agreement; or
- The charge is otherwise authorized by the Customer in accordance with the terms of a signed agreement.

If a Dispatch Fee is incurred under Section 8 – Service Delays, Cancellations & Dispatch Fees, the Customer authorizes Pools & Cues & Spas, Too to charge the payment method on file for the applicable Dispatch Fee.

If the Customer requests future service, repair, maintenance, opening, closing, or other work performed by Pools & Cues & Spas, Too, the Company may request that the Customer enter into a new service agreement authorizing charges to the payment method on file before scheduling the requested service.

The Customer may request removal of the stored payment method at any time by providing written notice to the Company, provided there are no outstanding balances owed.

Pools & Cues & Spas, Too does not store or have direct access to the Customer's complete credit card or bank account information. All payment information is securely processed and maintained by the Company's third-party payment processor in accordance with applicable security standards.

3. WINTERIZATION SERVICE

The Pre-Paid Winterization Service includes up to two (2) hours of labor and the following services:

Services Included

- Operational inspection of the spa and equipment
- Drain the spa
- Clear water lines to help prevent freeze damage
- Add non-toxic antifreeze to plumbing lines and components for additional protection

Services NOT Included

The following services are **not included** with this winterization service:

- Repairs or replacement of spa equipment
- Leak diagnosis or repair
- Electrical repairs
- Plumbing repairs
- Filter cleaning
- Removal or installation of spa covers or accessories
- Supplying or installing tarps
- Supplying or installing plywood

Any additional services not specifically listed above

Additional services may require a separate service appointment and additional charges.

4. COMMUNICATION & SCHEDULING

Scheduling Process

After payment has been received, your 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 appointment. Appointments are generally scheduled on a first-come, first-served basis.

Service demand varies throughout the year. While we cannot guarantee a specific appointment date, we will make every reasonable effort to contact you and schedule your service as soon as possible, typically within 2–3 business days.

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 appointment may need to be rescheduled and an applicable dispatch fee may apply.

Appointment Window

Due to the nature of field service work, we cannot provide a specific arrival time.

Appointment times are estimates only and may change due to emergency service calls, weather, traffic, unexpected repair conditions, or other scheduling factors beyond our control.

You are welcome to contact our office on the day of your appointment for the most current estimated arrival window.

5. CUSTOMER ACCESS & UTILITY REQUIREMENTS

To perform the winterization service safely and efficiently:

- The technician must have safe and unobstructed access to the hot tub.
- Exterior electrical power and exterior water may be required during service.
- Technicians will not enter homes or basements.
- If electrical disconnects or water access are located inside the residence, a responsible adult must be present.
- All pets must be secured away from the work area before the technician arrives.
- The Customer is responsible for informing the technician, before service begins, of any preferred drainage location or any areas where water should not be drained due to landscaping, gardens, erosion concerns, septic systems, drainage systems, neighboring property, or other sensitive conditions that could be affected by the discharge of water. If service cannot be completed because of access restrictions, unavailable utilities, or unsecured pets, additional fees may apply.

6. CUSTOMER RESPONSIBILITIES AFTER WINTERIZATION

Following completion of the winterization service, the Customer is responsible for protecting the hot tub throughout the winter season.

The Company strongly recommends:

- Covering the spa with a tarp and securely weighing it down.
 - Removing snow accumulation from the spa cover as needed.
 - Placing sheets of plywood over the covered spa for additional protection if desired.
- Pools & Cues & Spas, Too does not supply or install tarps, plywood, or other protective materials.

While the spa remains empty, mold and mildew development is common, particularly during warmer months.

To reduce mold and mildew buildup, the Customer should:

- Open the cover every 2–3 weeks.
- Allow the spa interior to air out.
- Clean any mold or mildew before refilling the spa.

The Customer is solely responsible for monitoring and protecting the spa after winterization has been completed.

7. LIMITATIONS OF LIABILITY

Draining Disclaimer

The Customer acknowledges that draining the hot tub is a necessary part of the winterization process.

Due to the age, condition, and prior maintenance history of the hot tub, draining may reveal or contribute to pre-existing conditions that were not visible while the spa was filled with water. Pools & Cues & Spas, Too shall not be responsible for leaks, cracked fittings, failed seals or gaskets, plumbing failures, equipment failures, or any other damage or malfunction resulting from pre-existing conditions that become apparent during or after the draining and winterization

process.

The Customer also acknowledges that a substantial amount of water will be discharged during the draining process. Unless otherwise directed by the Customer before service begins, the technician will determine a reasonable location to discharge the water based on the conditions present at the time of service.

Pools & Cues & Spas, Too shall not be responsible for 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.

To the fullest extent permitted by applicable law, Pools & Cues & Spas, Too shall not be responsible for:

- Leaks discovered before or after winterization
- Freeze damage
- Water intrusion
- Mold or mildew
- Rodents, insects, or other animals entering the spa
- Electrical failures
- Plumbing failures
- Environmental or weather-related damage
- Customer neglect or lack of maintenance
- Damage resulting from improper protection after winterization
- 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.

The Customer assumes full responsibility for protecting and monitoring the spa after completion of the winterization service.

8. SERVICE DELAYS, CANCELLATIONS & DISPATCH FEES

Appointment dates may change due to holidays, severe weather, emergencies, or circumstances beyond the Company's control.

A minimum of **24 hours'** notice is required to cancel or reschedule an appointment.

If the technician arrives and service cannot be completed because of:

Leaks discovered before or after winterization

- Lack of access
- Unsecured pets
- Required utilities not being available
- Customer cancellation with less than 24 hours' notice

A **\$129.00 Dispatch Fee** will apply and may be retained from the prepaid service fee or charged separately, if applicable.

9. 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.

10. PAYMENT PROCESSING & PAYMENT AUTHORIZATION

Payment for this Winterization Service will be made through the Company's secure online payment portal. After this Agreement has been completed and signed, the Customer will be directed to the payment portal to submit payment by Credit Card, Debit Card, or ACH Bank Transfer.

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

- Hot Tub Winterization Services (as stated in Section 1: Pre-Payment Terms)
- Mileage Fee
- Additional Labor
- Dispatch Fee
- Parts/Chemicals

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.

11. ACKNOWLEDGMENT

By signing below, Customer acknowledges:

- Receipt and agreement to this Agreement
- Understanding of the Pre-Payment Terms
- Understanding of the Winterization Service and its limitations.
- Understanding of Customer responsibilities after winterization
- Understanding of the Company's limitation of liability

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

Winterization Service cannot be scheduled until this agreement is completed and signed and payment has been received in full.

*Thank you for choosing Pools & Cues & Spas, Too.
We appreciate your business and look forward to helping protect
your hot tub during the winter season!*