



Terms and Conditions of Service

Effective Date: January 1, 2026

These Terms and Conditions ("Terms") govern all pool and spa services provided by Sharky Express Pool Services LLC ("Company," "we," "our," or "us") to the customer ("Customer," "you," or "your"). By enrolling in, scheduling, or continuing service, Customer acknowledges and agrees to be bound by these Terms.

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1. Scope of Services

The Company provides residential and commercial pool and spa maintenance services, which may include chemical balancing, skimming, brushing, equipment inspection, and related maintenance tasks, depending on the service package selected. Services are provided in accordance with industry standards and within reasonable time constraints per visit.

Services do not guarantee cosmetic perfection or the complete removal of all debris during each visit. Environmental conditions, equipment limitations, and water chemistry may affect results.

2. Service Frequency & Annualized Billing Model

All recurring services are billed under a flat rate, annualized monthly pricing structure.

- Monthly pricing is calculated based on an average of four (4) service visits per month and forty-eight (48) service weeks per calendar year.
- Service frequency is averaged over the year and is not a guarantee of weekly service every calendar week.
- Certain months may contain more or fewer service visits due to calendar variations.
- Service routes and visit dates are determined by the Company based on operational efficiency.

3. Scheduled Non-Service Weeks

The Company operates on a 48-week service year. The following weeks are designated as non-service weeks and are included in the annual pricing:

- One (1) week during Thanksgiving
- One (1) week during Christmas
- Up to two (2) additional weeks per calendar year for emergencies, illness, severe weather, holidays, or operational interruptions

The Company reserves the right to designate the specific dates of non-service weeks at its sole discretion.

4. Billing During Non-Service Weeks

Monthly service fees remain due and payable without interruption, including during non-service weeks.

- No credits, refunds, prorations, or make-up services shall be issued for non-service weeks.



- Customers are billed evenly across twelve (12) months for forty-eight (48) service weeks.

5. Invoicing, Payment Terms & Late Fees

- Invoices are issued at the beginning of each month.
- Payment is due on the 2nd week of each month.
- Accounts more than 30 days past due may be assessed a **\$20** late fee.
- The Company reserves the right to suspend service on any account with an outstanding balance. Service shall resume only after full payment of all past-due amounts.
- Failure to pay does not relieve Customer of financial responsibility for services rendered or scheduled.

6. Chemical Allowance & Billable Chemicals

Certain service plans include a monthly chemical allowance intended to cover normal maintenance conditions.

- Excessive chemical usage due to algae, contamination, severe weather, equipment failure, misuse, or neglected conditions exceeding the allowance will be billed separately.
- Chemicals outside the allowance may include, but are not limited to: shock treatments, algaecides, phosphate removers, stabilizers, salt, enzymes, and specialty treatments.

Chemical costs are subject to change based on market pricing.

7. Vacuuming & Discretionary Services

Vacuuming and deep debris removal during routine service visits are performed at the technician's discretion, based on pool condition, safety, and available service time.

Vacuuming is not guaranteed at every visit unless specifically contracted as an add-on service.

8. Access to Pool Area

Customer is responsible for providing safe and unobstructed access to the pool and equipment area at each scheduled visit.

- Locked gates, aggressive animals, unsafe conditions, or blocked access may result in a missed service.
- Missed services due to lack of access are billable and will not be rescheduled.



- A service report documenting the issue will be provided when access is denied.

9. Equipment Inspection & Repairs

Routine service includes visual inspection only of accessible equipment.

- The Company does not guarantee detection of hidden, underground, or intermittent equipment failures.
- Repairs, parts, labor, and diagnostic work are billed separately unless otherwise stated in writing.

The Company is not responsible for pre-existing conditions, aging equipment, or manufacturer defects.

10. Service Time Expectations

Service visits are performed within reasonable target timeframes:

- Chemical-Only Service: approximately 2–10 minutes
- Full Service: approximately 2–15 minutes
- Premium Service: approximately 5–30 minutes

Additional labor outside normal service scope may incur extra charges.

11. Customer Satisfaction & Service Quality

The Company strives to deliver consistent, professional service.

- Environmental factors may cause debris to reappear after service.
- Fine particles may require filtration time to clear.

Any service concerns must be reported within 48 hours of the service date to be considered for review.

12. Cancellations & Termination

- Month-to-month service may be canceled with notice prior to the end of the current billing month.
- All charges for the current month remain due and payable.
- Discounts tied to term commitments are void upon early cancellation.

The Company reserves the right to terminate service for nonpayment, unsafe conditions, abuse, or repeated interference with service.



13. Limitation of Liability

To the fullest extent permitted by law:

- The Company shall not be liable for incidental, consequential, or indirect damages.
- Total liability shall not exceed the amount paid by Customer for services in the preceding thirty (30) days.

14. Indemnification

Customer agrees to indemnify and hold harmless the Company from any claims, damages, or losses arising from unsafe conditions, undisclosed hazards, or misuse of pool equipment.

15. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of California.

16. Acceptance of Terms

Enrollment in service, continued service, or payment of any invoice constitutes acknowledgment and acceptance of these Terms and Conditions.

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