

Preferred Ventures, LLC, d.b.a.



**Terms of Service**  
*Updated 08/15/2025*

It's a pleasure to serve you as a customer! The goals of Cyan Pools are to have your pool look its best all year long, and to be completely transparent with you in our business dealings. We have spent many years refining our techniques to achieve these goals, but we require your cooperation in order to be successful.

We have created this document ("Agreement") to define the working relationship between Preferred Ventures, LLC, d.b.a. Cyan Pools ("we", "us", "our") and you, our valued customer ("you", "your", "yours"). This Agreement defines and clarifies the expectations and responsibilities you and we share in our relationship with each other. Your utilization of our services constitutes an acknowledgment that you have read, understand and agree to the entirety of this Agreement. We may make exceptions to any of the terms of this Agreement, but unless otherwise stated, no exceptions to the terms of this Agreement shall be valid unless made in writing.

Our recurring services are not based on a term contract, and these services are being provided and accepted "at will", meaning either side may terminate recurring services at any time for any reason.

We reserve the right to revise and amend this Agreement at any time for any reason. We will provide written notice to current customers within 30 days following any changes to this Agreement. A current customer is one that has received services from us within the previous 6 months. The most recent revision of this Agreement supersedes any prior Agreement. You can always access the most current version of this Agreement from the following URL:  
<https://cyanpools.com/tos>

If you ever have any questions or concerns, we invite you to reach out to us any time using the following contact information:

Phone/Text: **602-903-0928**

Email: **Service@CyanPools.com**

**Our Contractor Status and Services We Provide:**

We are a contractor in the State of Arizona licensed to perform services and repairs on residential and commercial swimming pools and spas under ROC license number 349159. In

addition to being a licensed contractor, we hold multiple industry standard certifications with the Pool and Hot Tub Association and the Pool Chemistry Training Institute. We offer a wide range of services and repairs for swimming pools, spas and related equipment.

We perform most services and repairs ourselves, but occasionally we will subcontract services and repairs to other providers. Depending on the service or repair being performed, a contractor license may not be required, and as such, some providers we subcontract with may not be licensed contractors. Regardless of whether or not we subcontract a service or repair, or whether or not a license is required for the service or repair being performed, we assume responsibility to you for any services and repairs we invoice you directly for.

If you request a quote for any repairs or services that are beyond the scope of our license or capability, we may provide you with the contact information of one or more service providers with a suitable license and/or credentials to perform the requested repairs or services. Please be aware that we have no direct affiliation with any individual or organization that we refer you to and, while we absolutely welcome the feedback of your experience with any referral we make, we are not responsible for any outcome of work performed by any such individual or organization.

If you suspect a contractor has violated Arizona Revised Statutes §32-1154, subsection (A), you have a right to file a complaint within the timeframe specified within §32-1154, subsection (A), by contacting the Arizona Registrar of Contractors at (602) 542-1525 or <https://roc.az.gov/>.

### **Safety:**

We value your safety, as well as the safety of your family and anyone who may come into contact with your pool/spa. While we are not safety experts and do not assume liability for any hazardous conditions on your property, we may occasionally bring to your attention safety concerns we observe during our visits. However, whether or not we point out such issues does not alter your responsibilities. It remains solely your obligation to identify and address any unsafe conditions on your property, to stay informed of all applicable federal, state, and local safety regulations, and to take all necessary corrective actions, at your own expense, to ensure a safe environment.

### **Service Days:**

If you have hired us to perform regular and recurring pool/spa service visits, we will notify you of the recurring day of the week on which we will provide your regular service visit. Until further notice, and except as noted below, this is the day you should perpetually expect us to arrive for all of your regular service visits. Due to the nature of the service we provide, we cannot guarantee to arrive at a specific time of day for each visit, and our arrival time can vary by several hours from one visit to the next. Furthermore, circumstances may occasionally arise that require us to temporarily service your pool on an alternate day of the week. We typically make this temporary change without notice to you.

At your request, we will make reasonable efforts to notify you of temporary service day changes with as much advance notice as possible. Your assigned service day schedule will resume with the next regular service visit following the temporary change.

From time to time, we review our route efficiency and may decide to move your regular service day to another day of the week. When this happens, we will notify you no less than seven days before the change is set to take place.

### **Gates & Access:**

Arizona state law (A.R.S. §36-1681) requires that any gates attached to pool/spa enclosure walls (including property walls) be at least 54 inches in height, open outward away from the pool/spa area and be self-closing & self-latching. There may be other federal, state and local laws that apply to your pool/spa and pool/spa areas. It is your responsibility to know all laws that you are required to comply with and to regularly ensure that your walls and gates, among other things, are in compliance with any and all applicable laws. We will make every reasonable effort to secure gates upon exiting your property, however we are not liable for any damages, injuries or losses that may result from a gate and/or gate latch that does not fully close and latch automatically.

In order to provide regular service visits, we require access to your property/pool/spa/equipment areas ("Service Area"). You agree that we will have uninhibited access to your Service Area at any reasonable time of day for the purposes of servicing your pool/spa/equipment. This includes ensuring that: we have been granted permission to enter gated community entry points and/or been provided with access codes to same; that any gates leading to the Service Area are unlocked or that we have been provided with a key or combination to any Service Area gate locks; and that there are no objects or devices obstructing our access to your Service Area. There may be other circumstances beyond your and our control that may temporarily prevent our access to your Service Area (e.g. local emergency, construction, etc). If we are ever not able to access your Service Area, we will skip your service for that day and provide you with a written explanation. We will not issue a credit nor return at another time to 'make up' that visit if, through no fault of our own, we are not able to access your Service Area at the time we arrive.

At your request, we will make reasonable accommodations to notify you when we are 5-10 minutes away from your Service Area location. It is your responsibility to respond to these notifications and provide access to your Service Area before we arrive.

### **Pets/Animals:**

While we are animal lovers, we must insist for everyone's safety and your liability that your pets or other animals are secured indoors or within some other rigid containment structure that is completely isolated from the pool/spa/equipment while we are on site to service your pool/spa. We also require that pet/animal waste be kept to a minimum in areas where your service technician is expected to traverse.

At your request, we will make reasonable accommodations to notify you when we are 5-10 minutes away from your home. It is your responsibility to respond to these notifications and to secure your pets/animals before we arrive. If we observe unrestrained pets/animals in the pool/spa/equipment access areas, or if there is any pet/animal waste that is not kept to a minimum, we will immediately leave your property and provide you with a written explanation. We will not issue a credit for the skipped service visit.

We reserve the right to amend our Pet/Animal policy at any time by mutual or implied

agreement, in writing or otherwise, on a case-by-case basis.

We assume no liability whatsoever for any escapes, damages, injuries or losses of, to or caused by, your pets/animals at any time, despite any deviation from our Pet/Animal policy.

### **Service Technician:**

We will assign to you a dedicated service technician for your regular service visits, and provide you with the name and contact phone number of your technician. Except as noted below, you should perpetually expect this same person to service your pool/spa on every regular service visit. Occasionally circumstances may arise that will require us to temporarily substitute your regular service technician. On these occasions, we will notify you in writing with as much advance notice as reasonably possible, as well as provide you with the name of the substitute technician, and the number of service visits you can expect to be made by the substitute.

We ask that you immediately bring to our attention any issues you may have with any service technician so that we may take appropriate action in a timely manner.

### **Regular Service Visits:**

Our service technician will perform the following services during Regular Service Visits:

#### Weekly:

- Check the following water chemistry parameters and, where applicable, administer chemicals to bring values into industry standard ranges:
  - Free Chlorine
  - Total Chlorine
  - pH
  - Alkalinity
- Check skimmer baskets, pump baskets, & leaf canisters and empty them as needed.
- Manually skim **light** debris on water surface & bottom of pool.
- Perform a visual inspection of equipment.

#### Quarterly, or sooner as needed:

- Check the following water chemistry parameters and, where applicable, administer chemicals to bring values into industry standard ranges:
  - Calcium Hardness
  - Cyanuric Acid (CYA/Stabilizer/Conditioner)
  - Boric Acid (where applicable)
  - Algae Treatment/Phosphate Removal **\*Additional Charge**

(It's important to note that calcium hardness and CYA levels do not naturally decrease in pool/spa water, and a reduction in these levels is an indication that the pool/spa water is leaking out. We will bring to your attention in writing any time we observe a notable reduction in concentration of calcium hardness and/or CYA.)

#### Miscellaneous - As needed:

- Brush sides, steps, & seats.
- Check/Adjust operation of automatic vacuum.

- Check/Adjust automatic fill valve.
- Check/Adjust pump timer.
- Check/Adjust pool/spa water returns.

Our service technicians are very knowledgeable and efficient, and can often complete all necessary tasks within a short period of time. For this reason, we do not guarantee any length of time for service visits, but we may spend up to 15 minutes per visit resolving any exigent issues that may exist. If the equipment had not been working correctly prior to your service visit, it may appear that your pool/spa had not been serviced following the service visit. Rest assured that the service technician did as much as reasonably possible to restore the functionality of the pool/spa equipment, and you should anticipate that it will take some time for the equipment to do its job of restoring the appearance of the pool/spa.

If there are any urgent issues that require additional time to diagnose and resolve, within 48 hours of the discovery of these issues we will contact you to schedule a separate service call to resolve them. For the sake of this paragraph, "urgent issues" relates to problems that have entirely halted the operation of any pool equipment. If you decline or delay approval for the diagnosis and/or repair of urgent issues, we are not responsible for any damages, losses or outcome that may result.

#### **Service Reports:**

Following each regular service visit and service call, we will provide you with a written service report detailing what services were performed and, where applicable, the types and quantities of chemicals that were used during that visit. You may also request access via the following URL to an online customer portal where you can view all of your prior service and invoice/payment history.

<https://cyanpools.com/portal>

#### **No Green Guarantee**

If your pool/spa develops green or yellow algae or is otherwise unusable due to us not following the expectations outlined in the Regular Service Visits section of this Agreement, we will issue a refund of that month's pool service fee. This guarantee does not apply where equipment has failed or you have declined to follow any of our recommendations or terms of this agreement that can be attributed to the undesirable state of the pool/spa.

#### **Service Rates and Rate Changes:**

We will notify you in writing of your base monthly pricing for regular pool/spa service. In addition to the base pricing rate, we typically also charge for any chemicals that we use to service your pool/spa. The price you pay for chemicals will vary from month-to-month. This variation can be quite significant depending on the time of year, size of the pool/spa, temperature of the pool/spa water and most importantly, the amount of use the pool/spa receives. Each monthly service invoice will show your base service rate as well as line item quantities and charges for all chemicals used to service your pool/spa in the prior month.

The base service rate is subject to change with a minimum of 30 days' advance notice to you. However, due to ongoing supply volatility and our already narrow margins on chemical pricing, we are unable to provide advance notice of per-unit chemical price changes. Chemical

costs can fluctuate significantly in a short period of time, and our pricing will be adjusted accordingly to reflect current market conditions. While not a guarantee, typical per-unit chemical pricing tends to fluctuate approximately +/-10% over the course of a 12-month period.

### **Service Calendar:**

Our regular pool/spa service visit schedule is based on an average of 4 visits per month for a total of 48 service visits per calendar year. There are four months throughout the year that have five service weeks. We do not charge extra for the months with five service visits, however we will accrue the extra visits from those months and, at different times throughout the year, skip regular service visits as "time off". These skipped visits will be at our discretion and typically occur with no less than 7-days advance notice to you. In some cases, we may need to take time off due to illness or emergencies. In those cases, we will provide notice as soon as reasonably possible.

In rare instances and under specific conditions mutually agreed upon in writing, we may make exceptions to our Service Calendar policy.

Due to the nature of the service we provide and our efforts to optimize route planning, we do not issue a credit if you request to skip less than four sequential weeks of recurring service visits. At your request, we will pause recurring service visits for a minimum of four weeks and a maximum of 26 weeks if you provide us at least 48 hours notice prior to the next scheduled service visit. Unpaid balances owed to us for services that have been performed are due immediately when services are paused. Credit for services not yet performed at the time recurring service visits are paused will be applied toward recurring service visits at the time recurring services are resumed. If services remain paused for a period of six or more months, we will terminate recurring services and settle your account in accordance with our Service Termination policy, found below.

### **Storms, Storm Clean-Up & Excessive Usage:**

Because your pool/spa is located within an area that routinely has seasonal storms and wind, you should expect that the appearance of pool/spa will suffer immediately following these storms and wind. Likewise, if your pool/spa experiences heavy bather load in a concentrated amount of time, the appearance of the pool/spa will also suffer. If you are aware of an upcoming event that will result in a heavy bather load, please notify us before your next scheduled service visit. This allows us to proactively adjust the pool chemistry to help keep the pool water sanitary and looking it's best during and after your event. With properly maintained cleaning and filtration equipment, your pool will typically recover to a moderate degree on it's own within 3-4 days following a storm or heavy use.

You can reduce recovery time following a storm by emptying skimmer and pump baskets the day after the storm. On the next regular service visit following a storm, we will triage your pool/spa and equipment to get your pool/spa back on track to recover itself. It may take an additional 1-2 weeks following a storm for your pool/spa to return to its normal appearance.

If you need a shorter recovery, at your request and for an additional cost, we will provide additional labor and/or chemicals to accelerate the restoration of your pool after a storm, heavy pool usage or any other time your pool doesn't look its best. Due to the nature of some events, it may take several days following a clean-up for your pool/spa water to return to its normal appearance.

The clean-up of large amounts of debris, such as tree limbs, or of fecal, blood or other hazardous contamination falls outside typical storm or excessive use clean-up services, and a quote approved in writing will be required to proceed with this type of restoration.

### **Filter Maintenance**

For optimum performance, cartridge and DE pool filters must be professionally cleaned by us on a regular schedule. Filter cleanings performed by us are typically scheduled to take place during the months of April & May, and again in October & November. We will provide you with no less than 7-days notice prior to your scheduled filter cleaning date. It may also be required for these filter types to be cleaned by us following a storm or other event that impairs the filters ability to function optimally. Filter cleanings will be charged to you at the current rate, and unless alternate arrangements have been made, charges for filter cleanings will be added to the following monthly service invoice.

Pool filter cartridges and DE grids have a limited lifespan and must be replaced when they exceed their usable life. With regular cleanings and proper maintenance, cartridge filters typically last 2-3 years and DE grids last 3-5 years. We will notify you when we observe signs that indicate replacement is necessary.

For safety and performance reasons, we strongly discourage our customers from cleaning their own cartridge and DE filter. If you insist on cleaning your own filter, you acknowledge that we are not responsible for any damages, injuries or losses that may result. Furthermore, we are not responsible for any issues caused by inadequate filtration & circulation, and you waive your right to our No Green Guarantee at locations where we have not been hired to clean the filters according to the following recommended schedule:

#### Sand Filters:

- Backwash as needed, typically the first service visit per month.

#### Diatomaceous Earth (DE) Filters:

- Backwash & add DE as needed, typically the first service visit per month.
- Remove, clean & inspect grids, minimum twice per year. ***\*Additional Charge***

#### Cartridge Filters:

- Remove, clean & inspect cartridge(s) minimum twice per year. ***\*Additional Charge***

### **Salt Water Chlorine Generators (where applicable)**

We will check the chlorine level weekly and periodically adjust system chlorine output as needed. We will inspect and clean the salt cell a minimum of 3 times per year for an additional charge that will appear on the next monthly service invoice. We will check salt levels in the pool water 2-3 times a year at no charge. If we find salt levels are low, we will add salt as needed for an additional charge. It's important to note that salt levels do not naturally

decrease in pool/spa water, and a reduction in salt levels is an indication that the pool/spa water is leaking out. We will bring to your attention in writing any time we observe a notable reduction in salt concentration.

### **Time Clocks**

Circulating and filtering pool/spa water for the correct amount of time keeps the pool/spa water sanitary, removes dirt and other contaminants, increases chemical effectiveness, and prevents algae growth. In order for your pool/spa water to be adequately disinfected and filtered, the entire volume of your pool/spa water should pass through the filter and sanitation system a minimum of 5 times every day.

Pool timers for single speed pumps will typically be set by us to run no less than 1 hour per 10 degrees average weekly high temperature.

Variable speed pump schedules will typically be set for 12 hours of total run time with low circulation speed (apx. 20-30 gallons per minute) for 8 hours and high cleaning speed (apx 50-80 gallons per minute) for 4 hours. We typically set variable speed pumps to run from 3am to 3pm, with the high speed schedule running the last 4 hours of the total schedule.

Reasonable accommodations for alternate schedules will be made, however if you request to have your pump run for less than the recommended amount of time, we are not responsible for any issues resulting from inadequate filtration & circulation.

### **Vacuumping & Cleaning Devices**

Manual pool/spa vacuumping will not be performed on residential pools/spas as part of regular service visits. As such, all bodies of water must have fully functioning automatic and passive cleaning devices that are directly attached to the pool filtration system. This may be in the form of a suction side vacuum or in-floor (pop-up) mechanisms. Stand-alone pool cleaning 'robots' that do not circulate water directly to the pool filtration system as part of their function are not acceptable cleaning devices.

### **Landscaping**

Debris from overgrown trees, shrubs, grass and other vegetation tends to find its way into your pool. In addition to reducing the effectiveness and lifespan of your pool filtration system, this debris also requires that we spend more time and use more chemicals on your pool/spa than we otherwise would on pools/spas with no such debris. It is your responsibility to keep your trees, shrubs, grass and other vegetation trimmed so as to keep debris in the pool to a minimum. Our monthly pricing structure is based on a minimum amount of debris collecting in the pool. Excessive debris in the pool (regardless of the source) may result in additional monthly charges to compensate for managing the excess debris.

### **Miscellaneous Conditions of Service**

Pool toys left in the pool/spa inhibit our ability to effectively and efficiently maintain your pool/spa. Small toys tend to find their way into the skimmer basket or get sucked into the vacuum. We ask that small toys be removed after each swimming session, and that large toys be removed from the pool prior to your service visit.



The removal of rocks or other solid debris is not included with regular service visits. For an additional charge, we will attempt to remove foreign objects at your request. Depending on the type and amount of removal requested, we may submit a quote for your approval prior to performing the requested work.

Outdoor lighting has become very popular over the last few years, and there's no doubt that lighting near and over a pool creates a very pleasant environment. Unfortunately, electrical devices near any body of water create a safety hazard. The National Electrical Code has established in Article 680.22 that lighting or any other electrical devices that are within five feet horizontally from the closest edge of the pool/spa must be installed a minimum of 12 feet above the water, regardless of the voltage or electrical power source. For the safety of yourself and anyone that may come into contact with your pool (including our service technicians), we ask that these guidelines be followed. We may refuse to service a pool with lights or electrical devices that do not conform to these guidelines. Furthermore, we are not liable for any damages, losses or injuries related to, or resulting from, any devices or decorations that you install in or around your pool and equipment areas.

### **Repairs & Service Calls**

Our goal for every pool/spa that we care for is to configure the equipment to maintain the cleanliness and sanitation of the pool/spa in between service visits. Every modern residential pool has been designed to work in tandem with an automatic cleaning process, be it a suction powered vacuum or some sort of built in equipment. The entire system operates as a whole, and when any pool/spa equipment is broken or not functioning properly, it will impair the ability of the pool/spa to maintain water circulation, clarity and sanitation. This subsequently affects the appearance and possibly the structures of the pool/spa surfaces and equipment. As a condition of recurring service, we require that broken or improperly functioning equipment that impairs sanitation, filtration or circulation be repaired or replaced as soon as reasonably possible.

To keep the pool functioning properly and safely, you agree without further approval that small repairs, upkeep and safety items identified during a service visit with a repair cost of less than \$100.00 total per month will typically be performed during a regular service visit and will be charged to the next monthly invoice. Small repairs, upkeep and safety items include, but are not limited to, broken or missing baskets, broken or missing skimmer/deck lids, defective or missing chlorine tab floaters (where applicable), leaking o-rings and improperly functioning auto-fill valves.

We will always bring to your attention any needed repairs, replacements and safety items costing over \$100.00, and provide you with a written estimate or referral. Any diagnostics, repairs, modifications or upgrades that cannot be performed during a regular service visit due to time constraints will also be submitted as a written estimate. You must approve, in writing, any written estimate before repairs will be made. Upon approval, we will schedule a service call to make the necessary repairs and notify you of the scheduled repair date. At our sole discretion, we may require payment of a deposit of up to 50% of the total amount of the estimate in order to begin repairs. If we provide a referral to another provider for any repairs, once we make the referral, we will no longer be involved in the transaction, and all questions or concerns should be directed to the referred provider.

Amounts charged by us during repair and service call visits are due upon completion of the work performed. Charges over \$100 on repair and service call invoices may, at our sole discretion, be added to the next monthly service invoice, or submitted to you as a separate invoice. If you are opted-in to auto-pay in any form, payments on repair and service call invoices will be processed against the payment method on file with us as soon as an invoice is created and sent.

### **Pool Draining/Water Recycling**

The area where your pool/spa is located experiences water evaporation losses at a rate of approximately seven feet per year. When water evaporates, it leaves behind all of the minerals, dissolved solids and chemicals that have accumulated in the water since the last time it was drained and refilled/recycled. The longer water has been in a pool/spa, the higher the concentrations of these elements, which leads to, among other things, reduced sanitation effectiveness and excess calcium/scale build up on pool/spa/equipment surfaces. To enable us to keep your pool/spa looking its best, we require that your pool/spa water be drained and refilled (or recycled) every two years, or any other time we find high concentrations of calcium, cyanuric acid (CYA) or total dissolved solids. We typically schedule our drains/recycles during the months of February, March and April. We will provide you with no less than 7-days notice prior to your scheduled drain/recycling date. Unless alternate arrangements have been made, charges for drain/recycling will be added to the following monthly service invoice.

### **Invoicing & Payments**

Charges for regular service visits are pre-billed, meaning the monthly service invoice you receive will include a charge for regular service for the current month. Invoices with charges for regular service will also include chemical charges from the prior month as well as any charges for repairs and replacements made that were added to the regular service invoice; the combination of these charges comprises your "Regular Service Invoice". Regular Service Invoices will be created and sent out on or about the 1st of every month. We offer auto-pay at no additional charge, and strongly encourage you to take advantage of this option. Auto-pay payments on Regular Service Invoices will be processed as soon as an invoice is created and sent (i.e. the 1st of the month). Unpaid balances are considered past due as of the 10th day of each month. As a courtesy, we may send reminder notices on outstanding balances. Balances on Regular Service Invoices that remain unpaid after the last day of the invoice month will incur a \$25.00 late payment fee. Additionally, we reserve the right, at our sole discretion and without further notice, to suspend service at any locations with past-due balances beyond this date. Services will resume once all outstanding amounts are paid in full. No credit or adjustment will be issued for service days missed due to non-payment.

Unless you and we have agreed in writing to alternate arrangements, any balance that remains unpaid on any invoice for 30 or more days past the due we will be charged to any payment method we have on file. For every 30 days that any invoice remains unpaid, balances on such invoices will incur the greater of 1.) an additional \$25.00 late charge; or 2.) an interest charge of 2.5% per month (30% APR). Regular service visits will be suspended if any invoice remains unpaid for more than 30 days past the due date. We reserve the right to apply any payment made to us toward the oldest balance due on any outstanding invoices. Unless otherwise agreed upon in writing, balances on invoices remaining unpaid for a period of six months are subject to being written off as a bad debt, turned over to a collection agency, and/or pursued by any other remedy available to us. You are liable for any costs we may incur

in our attempts to collect unpaid amounts you owe us.

You have a right to dispute any amount you believe we have invoiced in error within 60 days after the first invoice with the error was sent to you. We will acknowledge receipt of your dispute within 30 days of when we receive it and provide you with a resolution within 90 days of our receipt of the dispute.

### **Service Termination**

Our recurring services are not based on a term contract, and these services are being provided and accepted "at will", meaning either side may terminate recurring services at any time for any reason. We will notify you in writing at the time we have decided to terminate recurring services, and provide you with the last date service has been, or will be, provided. Should you wish to terminate our recurring services, you are required to notify us in writing of the last date you want us to provide recurring services. The effective termination date/time must be a date/time after the last services we have provided to you.

All unpaid balances owed to us for any services rendered shall be paid within 15 days of when recurring services are terminated. Following any accounting offset for unpaid amounts due to us, any amounts that were pre-paid by you toward services that were not yet provided at the time of service termination will be refunded to you within 15 days of service termination and credited to any payment method currently on file with us. It is your responsibility to update us with any changes to payment methods and contact information. No refunds will be issued for services that have already been provided by us.

### **Choice of Law:**

The terms of this Agreement are governed by, and interpreted under, the laws of the state of Arizona. Any legal action to enforce the terms of this Agreement shall be brought before a court of competent jurisdiction within the county of Maricopa located in the state of Arizona.

© 2025 Preferred Ventures, LLC. All Rights Reserved