



HOT TUB VALET SERVICE™ MEMBERSHIP AGREEMENT

This Membership Agreement ("Agreement") is entered into between Imagine Backyard Inc ("Company") and the undersigned customer ("Member"). By enrolling in the Hot Tub Total Valet Service™, you agree to the following terms and conditions, which are an integral part of this Agreement:

Bi-Weekly Water Care & Chemical Service

- Water testing and balancing every other week
 - Professional chemical adjustments as needed
 - Ongoing monitoring of water quality and spa operation
- FROG@Ease® cartridges and certain specialty chemicals are **not included** and will be billed separately. Additional chemicals may be required based on usage, weather, and water conditions. Member may need to add chemicals between visits if necessary.

Annual CLEARRAY® UV-C Bulb Replacement

- Professional replacement and installation included. Annual value: approximately \$265. If ClearRay bulb needs to be changed to begin service, next replacement will be at 12 months.

Annual Equipment Inspection

- Inspection of pumps, heater, controls, plumbing, and circulation systems

Filter Care

- Filter inspection and cleaning as needed during service visits. New filters will be billed separately when needed at 15% off our current prices.

Exclusive Member Savings

- 15% off regularly priced chemicals (including Frog@Ease cartridges which will be billed separately), filters, parts, covers, accessories, and eligible service work

Annual Drain & Clean Service

- Complete drain, clean and refill once annually.
- Acrylic surface cleaning
- Jet and plumbing flush
- Cabinet cleaning and conditioning (when accessible)

Annual included Drain & Clean service is available after eight (8) consecutive months of active membership and has an approximate value of \$450. Account must be current

INITIAL DRAIN & REFILL REQUIREMENT

To establish proper water quality and service standards, all existing hot tubs must receive an initial Drain, Clean & Refill Service prior to enrollment. Special Member pricing below:

- Hot tubs up to 94" x 94": \$250
- Hot tubs larger than 94" x 94": \$350

Payment for initial drain & clean is due upon enrollment.

MEMBERSHIP INVESTMENT

Monthly Membership: \$129 per month

Annual Pay Membership: \$1,428 per year (Save \$120)

MEMBERSHIP TERMS

1. Membership term is twelve (12) months and non-refundable once charged
2. Member authorizes Imagine Backyard Living to automatically charge the payment method on file for membership fees, renewals, authorized products, services, taxes, and applicable fees.
3. For monthly pay Members, card on file will be automatically charged on the 20th of the month for the upcoming months service
4. Membership automatically renews for successive twelve (12) month terms unless either party provides written notice of cancellation at least thirty (30) days prior to the renewal date.

5. Membership pricing is guaranteed during the current term. Pricing, benefits, and program terms may be adjusted upon renewal with advance notice.
6. Service visits are generally performed every other week. Visit dates may vary due to holidays, weather, staffing, route scheduling, or other operational considerations.
7. Member is responsible for providing safe and reasonable access to the hot tub. Additional trip charges may apply if service cannot be completed due to lack of access or unsafe conditions.
8. Membership **does not** include repairs, replacement parts, covers, FROG@Ease chemical cartridges, specialty chemicals, electrical work, plumbing work, or any services not specifically listed as included.
9. Membership benefits, discounts, annual services, and promotional incentives have no cash value, are non-transferable, and do not roll over into future membership years.
10. If Membership is canceled before completion of the twelve (12) month term, Company may charge the difference between membership pricing received and the retail value of services, discounts, and benefits already provided.
11. Company reserves the right to terminate membership for non-payment, unsafe conditions, inability to access the spa, abusive conduct, or other circumstances that prevent service from being provided safely and effectively.
12. Member will ensure animals, pets etc, are properly secured and will not threaten, attack or bite technician. Company will not be responsible for animals, pets etc. that escape yard or are injured due to being improperly secured by Member. Member will be responsible for any costs related to Company technician injury from an animal or pet.
13. Company will use reasonable efforts to maintain proper water quality and spa performance but does not guarantee crystal-clear water, prevention of equipment failures, or water conditions between scheduled visits. Additional chemicals may be required between visits based on usage, weather and water conditions. Member may need to add chemicals between visits if necessary.
14. To the fullest extent permitted by law, Company's liability under this Agreement shall not exceed the membership fees paid by Member during the preceding twelve (12) months.

CUSTOMER INFORMATION

Name: _____

Service Address: _____

City: _____ AZ Zip _____ Community Gate Code _____

Cell Phone: _____ Lock On Gate ☐ Yes ☐ No Combination or Key _____ Combination _____

Email: _____

Hot Tub Model: _____ Serial # _____ (We can provide)

Membership Option Selected:

☐ Monthly Membership – \$129/month

☐ Annual Pay Membership – \$1,428/year. Save \$10/mo

Enrollment Date: _____

Chemical Preference:

☐ Frog@Ease Chlorine System ☐ Standard Chlorine ☐ Bromine. I have Jacuzzi TRUE® Water System ☐ Yes ☐ No

I have a dog(s) or other pets/animals that will be kept properly secured at all times during tech visits.

☐ Yes ☐ No

PAYMENT AUTHORIZATION & ACCEPTANCE

Cardholder Name: _____

Card Type: ☐ Visa ☐ Mastercard ☐ AMEX ☐ Discover ☐ Other: _____

Card Number: _____

CVV Code: _____

Billing Address: _____

By signing below, Member acknowledges that they have read and agree to the terms of this Agreement and authorize Imagine Backyard Living to charge the payment method on file for membership fees, renewals, and authorized purchases and services.

Member Signature: _____ Date: _____