

Terms and Conditions

- A. ACCEPTANCE PERIOD: Lothorian, LLC hereby agrees that this proposal shall remain effective for the 2024 calendar year. Acceptance of the conditions stated herein after the end of that period shall be valid only if affirmed in writing by Lothorian, LLC.
- B. AGREEMENT: Lothorian, LLC and the Owner each binds itself to this Agreement. Owner shall not assign, sublet, or transfer their interest to this Agreement without the written consent of Lothorian. This Agreement may be terminated by either party after giving 30 days written notification of Intent to Terminate to the other party and by payment of the balance due to Lothorian, LLC by the Owner. This balance will be arrived at by tabulation of hours spent multiplied by the hourly rates noted below.
- C. PAYMENT TERMS: Invoices for the Maintenance Agreement are due per the agreed upon draw schedule. Finance charge of 1.5% per month, which is an annual percentage rate of 18% will be charged on all past due accounts. Additional products, labor and/or services outside of this contracted work will be invoiced separately from contract.
- D. BILLING TERMS FOR ADDITIONAL WORK: Work completed outside the above Scope will be invoiced as a Change Order at the following rates:
- a. Principal, \$185.00/hour
 - b. Architect or Engineer, \$150.00/hour
 - c. Scuba Diver, \$185.00/hour
 - d. Mason, \$160.00/hour
 - e. Commercial Technician, \$150.00/hour
 - f. Residential Technician, \$125.00/hour
 - g. Truck stock supplies fee: Calculated as 8.5% of total invoice amount.
 - h. Routine balancing chemicals are included in package pricing. Non routine chemicals will be invoiced per the terms noted above.
- E. WARRANTY: All material is guaranteed as specified by the manufacturer. All work to be completed in a workmanlike manner according to standard practices and warranted for 90 days from date of installation. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate. All Agreements are contingent upon strikes, accidents or delays beyond our control. Owner must carry adequate home insurance policy. Our workers are fully covered by Workmen's Compensation. All other warranties, either expressed or implied, are hereby excluded. This warranty does not extend to malfunctions of existing/original equipment or improper installation thereof by others. The Owner agrees that Lothorian, LLC. shall not be responsible or liable for any injuries to persons or property caused by defects or deterioration in parts, equipment, or condition of the pool, and the Owner shall indemnify Lothorian, LLC. from any and all claims deriving from this.
- F. BREACH OF CONTRACT: In the event that Lothorian, LLC shall be held to have breached its warranty, Lothorian, LLC shall not be held liable for the cost of any repairs incurred by the Owner without the prior written approval of Lothorian, LLC. In the event of breach, it is specifically agreed that Lothorian, LLC shall not be liable for any consequential or incidental damages incurred by the Owner. In the event of a client imposed termination, notice for the following month must be given by the 15th day of the previous month or the client will be held liable for the subsequent month charges.
- G. CLAIMS: In the event the Owner makes a claim or brings an action against Lothorian, LLC for any acts arising out of the performance of the services hereunder, and the Owner fails to prove such claim or action, the Owner shall pay all legal and other costs incurred by Lothorian LLC in defense of such claim or action. In the event that it is necessary for Lothorian, LLC to retain an attorney to collect any sum due under this Agreement, Owner agrees to pay, in addition to said sum, the reasonable attorney's fee incurred for the collection of said sum. Owner and Lothorian, LLC waive consequential damages for claims, disputes or other matters in question arising out of or related to this Agreement. This mutual waiver is applicable, without limitation, to ALL consequential damages including due to either party's termination in accordance with the termination provisions of this Agreement.

- H. HOME IMPROVEMENT LICENSE: All Home Improvement Contractors and Subcontractors shall be licensed by the Maryland Home Improvement Commission. Inquiries about a contractor should be transmitted to the Home Improvement Commission, telephone number (410) 230-6309.
- I. DEFINITION OF INSPECTION: Inspection shall consist of visual observation of materials, equipment, or work for the purpose of ascertaining that the work is in substantial conformance with the contract documents and with the design intent. Such inspection shall not be relied upon by others as acceptance of the work, nor should it be construed to relieve Lothorian, LLC in any way from the obligations and responsibilities under the contract.
- J. STANDARD OF CARE: In connection with the services performed hereunder, Lothorian LLC will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of the profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for services or by furnishing oral or written reports.
- K. OFF-SEASON SERVICE FEE: Pools and/or spas which remain in operation after October 15th are subject to a charge of \$150.00 per Maintenance hour (chemicals included), until the filter system is winterized for the season or an off-season contract has been signed. Stand alone spa/ fountain opening and closing NOT performed in conjunction with the main pool opening and closing is subject to an additional charge of \$335.00 per service.
- L. This Agreement is solely for the benefit of the signatories hereto and represents the entire agreement between the Owner and Lothorian and, unless specifically referenced herein, supersedes all prior negotiations, representations, or agreements, either written or oral.

END.

