



## **PUBLIC BATHING ESTABLISHMENT Terms and Conditions**

ABE will make all reasonable effort to conduct sampling in such a way as to ensure the Bathing Establishment remains in compliance with the requirements of the relevant Health Department. It is the sole responsibility of the Bathing Establishment to interact with their relevant Health Department to maintain the integrity of their facility.

It is the responsibility of the Bathing Establishment to inform ABE of facility closures by phone or email at least 24 hours prior to a scheduled sampling. If notice of closure is not received by the time the ABE collector reaches the facility, the Bathing Establishment will be responsible for the full sampling fee.

It is the responsibility of a Seasonal Establishment to notify ABE at least 30 days in advance of planned openings and closings. ABE will make reasonable effort to accommodate short notice on seasonal facility openings but will not guarantee ability to respond in time.

### **Sample Submission, Sample Acceptance & Sampling Containers**

Sample collections completed by ABE are performed in accordance with applicable regulatory protocols or as specified in customer specific sampling plans.

All samples submitted by the Bathing Establishment (client) must be accompanied by signed documentation representing a Chain of Custody (COC). The COC Record acts as a contract between the client and ABE. Signing the COC form gives approval for ABE to perform the requested analyses and is an agreement to pay for the cost of such analyses. COC Records must be completed in black indelible ink (must not run when wet). COC documentation begins at the time of sample collection. Client is required to document all sample details (sampler, address of the sampling site, date and time of collection, sample water source, collection point, tests to be performed) prior to releasing samples to ABE. By signing the COC, the sampler is attesting to having used the proper sample collection techniques.

All samples must be chilled (loose ice is preferred) immediately after sampling and delivered to a laboratory collection location in a manner that will maintain the sample temperature above freezing and below 50°F (10°C). Samples will not be accepted if received more than 24 hours after collection.

Analytical results can be impacted by poor sample collection technique and/or improper preservation. Poor sample collection technique, inappropriate sampling containers, leaking or damaged containers, incorrect sample volume and/or improper sample preservation will lead to sample rejection. Suitable sample containers and preservatives (where applicable), along with blank COCs are provided at no additional cost.

As part of the setup for new business or at the start of a new season, ABE will schedule the client's weekly sampling for a specific day of the week. ABE will communicate this scheduled day to the client and will also communicate in advance when changes are required for sample collection. If the client needs to amend the scheduled sampling day, it is the client's responsibility to inform ABE (by email or telephone) at least one (1) day prior to the planned sampling date. If the ABE collector arrives to the client site on the scheduled day and is unable to take the sample for any reason, the client is responsible for the sample pick-up fee.



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### **Reporting**

All sample results and laboratory reports are strictly confidential. Results will not be made available to anyone except the primary client or authorized party representing the client unless ABE receives additional written permissions from the client. When necessary, ABE will subcontract certain analyses to a third-party accredited laboratory. If client prohibits subcontracting, it must be communicated in writing and include instruction on how to proceed with client samples that require third-party analyses.

All Health Departments mandate immediate notification of the client (within one hour of result confirmation) of a failing result and the closure of the facility pending remediation. Certain Health Departments also mandate that the facility cannot be re-opened until a passing result is obtained.

It is the client's responsibility to provide ABE with a direct phone contact and email address for a designated individual to receive this notification. ABE will maintain the contact information on file and will use the contact information to communicate the result(s).

ABE will enter and upload all test results to the ABE LIMS. At the end of each month, ABE will generate a summary report of all results for the month. A copy of the month's data will be provided to the client at the time of monthly invoicing.

ABE reports may not be reproduced except in full without the written approval of ABE Laboratories LLC.

### **Follow-up Samples**

It is the client's responsibility to comply with the rules of their governing Health Department. Since the occurrence of a failing sample is not predictable, ABE will assess a special collection fee (for ABE sample collection) in addition to the cost for processing the new sample. The client is responsible for the payment of pick-up (where applicable) and processing fees involved with follow-up sampling.

### **Bucks County Testing**

Bucks County DOH requires a weekly standard plate count sample collected in addition to the weekly Total Coliform sample. Standard Plate Count and Heterotrophic Plate Count (HPC) terms are used interchangeably. A standard plate count of greater than 1000 CFU/mL (or MPN/mL) is considered to be an indicator of bathing place water contamination. ABE Laboratories uses a method that tests up to 738 MPN/mL CFU. Therefore, any Standard Plate Count result that exceeds 738 MPN/mL will necessitate the closure of the pool, shock treatment and lowering the results to safe swimming levels before reopening according to Bucks County DOH Regulations.

### **Payment Terms**

Payment Terms are Net 30 days. Acceptable payment methods are credit card, check or cash.

### **Warranty & Litigation**

ABE does not guarantee any results of its services but has agreed to use its best efforts, in accordance with the standards and practices of the industry, to cause such results to be accurate and complete. ABE disclaims any other warranties, expressed or implied, including a warranty of fitness for a particular purpose and warranty of merchantability. Clients agree that they shall reimburse ABE for any and all fees, cost and litigation expenses, including reasonable attorney fees incurred by ABE in obtaining payment for



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the services rendered. All costs associated with compliance with any subpoena for documents, testimony, or any other purpose relating to work performed by ABE, for a client, shall be paid by that client. ABE's aggregate liability for negligent acts and omissions and of an intentional breach by ABE will not exceed the fee paid for the services. Client agrees to indemnify and hold ABE harmless for any and all liabilities in excess of the fee paid for the services. Neither ABE nor the client shall be liable to the other for special, incidental consequential or punitive liability or damages included but not limited to those arising from delay, loss of use, loss of profits or revenues. ABE will not be liable to the client unless the client has notified ABE of the discovery of the alleged negligent act, error, omissions or breach within 30 days of the day of its discovery and within six months of the date of invoice.