

## SERVICE AGREEMENT

THE FOLLOWING TERMS AND CONDITIONS APPLY TO THE AT WILL SERVICE AGREEMENT:

**OUR SERVICE:** AQUA PRO POOL & SPA SERVICE will service your pool 48 times a year. We do not service the week between Christmas and New Years Day and Easter week. You can rest assured that we'll make every effort to ensure that your pool is kept chlorinated, balanced and have good circulation at all times. AQUA PRO POOL & SPA SERVICE will be responsible for adjusting Free Chlorine residual and pH level (SEE CHEMICALS INCLUDED) each time the pool/spa is serviced, other specialty products (SEE ADDITIONAL CHEMICALS) are not included in the monthly service price. We are not responsible for conditions outside our control, such as weather, filtration time, excessive water temperature (heaters, solar systems, covers, etc.) or extreme numbers of individuals in the pool. We do not open or remove manual or floating Pool Covers. Only up to 35 minutes are allotted per service (SEE ADDITIONAL CLEANUP CHARGES).

**RAIN OR WIND VISITS:** In the event of rain or wind or cold temperatures, we will perform a chemicals and equipment check only. No refunds will be given for this type of visit. During the Fall/Winter season, if there are leaves, debris, or dirt in a pool on the day of an impending storm, they may be left for the following scheduled service day.

**VACATIONS AND HOLIDAYS:** 2 weeks are used as vacation for your service technician and 2 weeks for any other circumstances. Vacations are normally taken in the fall, winter or early spring months. You will be notified in advance and chemicals left at your pool for vacation weeks. If the service day falls on a holiday, CHEMICALS ONLY service will be done 1-2 days before or after the normal day.

**CHEMICALS INCLUDED:** Only liquid Chlorine -sodium hypochlorite- (up to one gallon per visit), Tri-Chlor Tabs -trichlor-s-triazinetriene- (up to two per visit) and Muriatic acid -hydrochloric acid- (up to half gallon per visit) are included. Any ADDITIONAL CHEMICALS will be charged separately.

**BILLING:** Pool Service is billed on a monthly basis and mailed to your billing address with an enclosed pre-addressed return envelope by the third week of the month previous to the service month and MUST BE PAID by the 15th day of the month for that month's service period in order to insure uninterrupted service. A LATE CHARGE fee of \$15.00 (per billing cycle) will be applied on all invoices not paid by the 25<sup>th</sup> day of the referenced billing cycle. RETURNED CHECKS will incur a \$25.00 fee. UNPAID BILLS will result in interruption or cancellation of service. Collection Costs: Collection Letters will incur in a \$35.00 fee and Collection Agency Costs will incur on a 50% charge of the unpaid amount. SERVICE RATES are subject to change with 30 days advance notice.

**TECHNICIAN RESPONSIBILITY:** The technician maintains a "service log" on site to record the activity on your pool (the "service log" and its records are the property of Aqua Pro Pool & Spa Service). Entries will show the results of the water chemistry tests taken on each visit, the chemicals added, filter condition; an Activity Report (Door Hanger) will be left at the nearest house door outlining the work performed, problems noted and date and time of service. The ROUTINE CHEMISTRY TESTS done by the technician are: Free Chlorine residual and pH; PERIODICAL CHEMISTRY TESTS are: Total Alkalinity, Calcium Hardness, Cyanuric Acid, Phosphate content.

We're a "Drug-Free" Workplace and our trained employees come to your pool in uniforms for easy identification, fully insured, equipped with radio-phones for communication with supervisors and our office, and company-marked trucks that are tracked by a Global Positioning System.

**OWNER/RESIDENT RESPONSIBILITY:** The Owner/Resident is responsible for skimming pool surface, cleaning pump basket, skimmer basket, and sweep bag between visits when needed. This will be more prevalent during the service weeks off, fall season, and in yards with excessive leaves and debris. Owner/Resident will maintain proper water level. If water is low on service day, equipment will be turned off and a door hanger will be left advising the customer to add water. Failure to maintain proper water level may result in serious damage to pool equipment. Owner/Resident will maintain all fencing and gates operable and lockable according to Municipal, State and Federal Code.

**CUSTOMER SATISFACTION:** Our goal is your complete satisfaction. In the event that a job is not satisfactorily completed, it is the homeowner/resident's responsibility to notify AQUA PRO POOL & SPA SERVICE within 7 days (preferably sooner), so that we can look into the matter and resolve it quickly. If you do not bring the issue to our attention during that time frame, it will be difficult for us to properly address the situation.

**DISCLAIMER:** The homeowner/resident understands the many risks associated with pools and spas. Some of these risks include but are not limited to mechanical failures, rapid changes in water chemistry and high accident potential. AQUA PRO POOL & SPA SERVICE assumes no liability for mechanical failures, stains (since plaster is composed of natural materials, a certain amount of shading, staining, and color variation is to be expected) or the health and safety of the end user of the pool/spa facilities. The homeowner/resident is responsible to comply with all applicable codes to the swimming pool and its surroundings such as fencing, gates and all other safety issues.

**ACCESS:** Please provide easy access. If your gate is to be kept locked, please provide a code, key or combination. We also ask that unfriendly pets be kept inside while the pool is being serviced. A locked gate or the presence of an unfriendly pet will result in no service, although the service call will be charged.

**FILTER AND FILTRATION:** Proper filtration is essential to a clean pool. We recommend the filter be cleaned every 6 months. Proper filtration and water chemistry are the two aspects necessary for a safe pool. We recommend filters run for 4 hours per day in the winter and 8 hours per day in the summer. These times may vary depending on the season, temperature, size of the pool, filter and/or pump motor.

**FILTER CLEANING:** ALL Filters will be broken down and serviced (cleaned) twice a year (Spring and Fall) at a charge of \$\_\_\_\_\_ each. Billed prior to filter service. If the filter is too small and needs more frequent cleanings, an additional cleaning charge will apply.

**REPAIRS:** No repairs are included with your pool service. When a repair is needed we will leave a note (Door Hanger) and/or contact you and provide an estimate for the needed repairs. REPAIRS UNDER \$\_\_\_\_\_ will be done and billed as a matter of routine maintenance

(CUSTOMER INITIALS: \_\_\_\_\_). Any amount over that will need to be approved by owner/resident. REPAIRS are done on a parts and labor basis (\$95.00/hr, \$65.00/half hr.) and billed and payable upon completion.

**SERVICE CALL CHARGE** to dispatch a technician to your pool is \$95.00 per event; this charge applies on all service calls unless other arrangements are made at the time the service call is requested, hourly charges will apply.

**ADDITIONAL CLEANUP CHARGES:** In the event that the pool is unusually dirty at the time the pool is serviced or in the event that the pool receives excessive debris and/or dirt load due to wind or rain storm, landscaping, poor draining of surface water runoff or other tasks performed near or around pool, there will be an additional hourly labor charge (\$95.00/hr, \$65.00/half hr.)

**PREMIUM WEEKLY SERVICE INCLUDES:** Each visit test and adjust water for Free Chlorine residual and pH. Maintain proper water chemistry balance (apply ADDITIONAL CHEMICALS as required). Visually inspect equipment and pool surface and alert customer of any deficiencies. Skim pool surface. Empty skimmer, leaf canister, pump baskets and pool cleaner bag. EVERY OTHER VISIT: Brush tile, benches, steps and floors as needed, ONCE A MONTH Vacuum pool bottom if needed. Surface calcium removal is additional.

**INSPECTION REPORT ONLY SERVICE INCLUDES:** Each visit test water for Free Chlorine residual and pH. Inform Customer as to type and amount of chemicals to add in order to maintain proper water chemistry balance. Visually inspect equipment and pool surface and alert customer of any deficiencies. It is the CUSTOMER'S RESPONSIBILITY TO ADD CHEMICALS, skim water surface, brush pool surfaces to avoid algae growth and empty all debris baskets.

**PRICING:** Is based on many factors including the type, model, brand and age of equipment installed at each pool. The assumption is that all equipment will be kept in working order according to the manufacturers specifications. If the owner/resident does not keep equipment in recommended working order, their maintenance fee is subject to increase. This will only happen after a decision is made to not repair equipment per the technician's recommendations. Prices are subject to change as cost of doing business changes.

**SERVICE DAY:** Is not set in stone and may be changed due to the geographical placement in a route.

**ADDITIONAL CHEMICALS:** The purpose of the following information is to itemize the charges you can expect throughout the year; these prices may change without notice as market prices change:

Granular chlorine	(\$5.75 lb)	Liquid Chlorine	(\$5.75 gal)
3" Trichlor tab	(\$1.95 ea.)	Algaecide	(\$0.95 oz)
Phosphate remover	(\$1.50 oz)	Clarifier	(\$0.95 oz)
Alkalinity plus	(\$2.75 lb)	Conditioner	(\$7.25 lb)

Stain Preventative: \_\_\_\_\_ Initial here if you would like this added once a year. \$35.00 per 20,000 gallons of water.

**OWNER/RESIDENT INFORMATION:**

Name \_\_\_\_\_ Pet(s) Name(s) \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State: CA, Zip Code \_\_\_\_\_  
Home Tel. (\_\_\_\_) \_\_\_\_\_ Cell Tel. (\_\_\_\_) \_\_\_\_\_ Other Tel. \_\_\_\_\_  
Gate Code \_\_\_\_\_ Key \_\_\_\_\_ Combination \_\_\_\_\_ Map Code \_\_\_\_\_  
Pool Only \_\_\_\_\_ Spa Only \_\_\_\_\_ Pool and Spa Combo \_\_\_\_\_ Pool and Spa, Separate Fountain \_\_\_\_\_  
Pool Size L. \_\_\_\_\_ W. \_\_\_\_\_ Spa Size L. \_\_\_\_\_ W. \_\_\_\_\_ Landscaping (Trees): Minimal 2 3 4 5 Regular 6 7 8 9 Heavy \_\_\_\_\_  
Automatic Cleaner: ( SUCTION / PRESSURE ) Brand \_\_\_\_\_ Model \_\_\_\_\_  
Filter Pump: Brand \_\_\_\_\_ Model \_\_\_\_\_ HP \_\_\_\_\_  
Pump ( \_\_\_\_\_ ) Brand \_\_\_\_\_ Model \_\_\_\_\_ HP \_\_\_\_\_  
Pump ( \_\_\_\_\_ ) Brand \_\_\_\_\_ Model \_\_\_\_\_ HP \_\_\_\_\_  
Pump ( \_\_\_\_\_ ) Brand \_\_\_\_\_ Model \_\_\_\_\_ HP \_\_\_\_\_  
Filter ( D.E. / CARTRIDGE ) Brand \_\_\_\_\_ Model \_\_\_\_\_ SqFt \_\_\_\_\_  
Heater: ( Solar Heat Yes / No ) Brand \_\_\_\_\_ Model \_\_\_\_\_ BTU \_\_\_\_\_  
Salt Generator: Brand \_\_\_\_\_ Model \_\_\_\_\_ Gal \_\_\_\_\_  
Controls: Timer \_\_\_\_\_ Brand \_\_\_\_\_ Model \_\_\_\_\_  
Condition of pool before service by AQUA PRO POOL & SPA SERVICE begins \_\_\_\_\_

Special Instructions \_\_\_\_\_

Monthly Service Price is \$ \_\_\_\_\_ for (Weekly Service/Bi-Weekly Service/Chemicals Only Service). Pre-paying annually is a payment equal to (11) eleven months, with the twelfth (12<sup>th</sup>) month **FREE**. Only the standard chemicals and regular service labor are included in the price.

Water chemistry is maintained in accordance with the Independent Pool & Spa Service Association® Standards.

**ACCEPTANCE OF SERVICE AGREEMENT:** Your signature below indicates that you understand and agree to the terms and conditions that apply to the At Will Service Agreement. AQUA PRO POOL & SPA SERVICE or POOL OWNER can terminate this agreement at any time, and any service monies due to either party will be prorated.

The above terms and conditions are satisfactory and are hereby accepted. I hereby authorize you to do the work and agree to pay according to the terms and conditions outlined in this agreement. Date \_\_\_\_\_ Signature \_\_\_\_\_.

Respectfully submitted by AQUA PRO POOL & SPA SERVICE. Date \_\_\_\_\_ Signature \_\_\_\_\_.

Carlos R. Grosselfinger  
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