

GOLD PACKAGE



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Monthly Service Agreement

This document is a POOL CLEANING & MAINTENANCE agreement between Pacific Pool Supply, LLC (PPS) and (Customer):

for monthly service to be started once the signed agreement and payment for first month's service has been received.

Property Address: _____

Best way to contact (cell/email): _____

Best time to call: _____

Initial filter cleaning fee: \$75.00

Monthly swimming pool maintenance rates

Monthly Rate: \$ _____ /month

(2) Filter Cleanings Per Year (excludes Sand Filter Systems)

Chlorine tablets, soda ash and muriatic acid are included as part of the service fee. All additional chemicals will be charged separately.

Phosphate Eliminator: **\$15** per dose

Ad hoc work whose cost is less than **\$25** may be performed by PPS without Customer's explicit authorization.

Work which PPS has estimated which costs greater than the above amount shall be authorized by Customer before it is performed.

Cleaning service pricing subject to change after one (1) calendar year of service.

Payment The Customer agrees to make payment on a monthly basis. The Service Provider bills by the 20th of each month for the following month's service, plus non-covered chemicals/parts that were used the previous month. Payment must be made by the first day of the month being serviced to ensure service is not interrupted. Any payment is considered late if not paid by the above aforementioned statements. Any amount outstanding for 30 or more days may bear interest at the rate of **5** percent (5%) per month calculated on the amount owed from the date on which it became due and payable until paid. Delinquent accounts may be turned over to an outside agency for handling and an additional processing fee will be charged. If any check tendered by or on behalf of the Client is returned by the bank for any reason, Client shall pay a Twenty-Five dollar (\$25) Returned Check Charge.

Payment may be made by credit card, check or cash. Customer agrees to notify PPS, of any concerns related to the agreed upon services within 48 hours after weekly service has been performed.

Services Provided The Customer hereby requests and authorizes PPS to provide the Customer with services consisting of monthly swimming pool cleaning and maintenance.

1. One (1) visit per week, 50 weeks per year.*
2. Pool walls, steps and any love seats brushed and surface skimmed each visit. Please note: although we make every attempt to remove surface debris, it may not be reasonable or possible to remove all debris. Excess debris removal fee may be assessed.
3. Chemical check each visit and necessary chemical addition.
4. Weekly PH Balancing
5. Weekly 3" Trichlor Sanitizing Tabs
6. Cartridge filters will be broken down and cleaned twice a year (spring and fall) at no additional cost
7. Pressure gauge checked each visit.
8. Sand filters backwashed monthly or as needed, D.E. filters backwashed monthly or as needed.
9. Skimmer baskets checked and emptied each visit.
10. Pump baskets checked and emptied each visit.
11. Pool cleaner vacuums inspected as necessary.
12. Salt cells checked.
13. Basket O-rings lubricated as needed.
14. In-line baskets cleaned as needed.
15. Time clock adjustments as needed.
16. PPS Membership Discount good for 10% off in-store purchases on Toys.

*No services will be provided on Holidays (New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Week, Christmas Week.)

If the service falls on a holiday, service may be 1 - 2 days before or after the normal day. Rain/Freeze Visits: In the event of rain or temperatures below 35 degrees, we will perform a chemical/equipment check only. No refunds will be provided for this type of visit.

Additional cleanings may be requested by the Customer for events for a fee of \$50 if needed on a day other than the standard cleaning day. Please contact PPS with at least 48 hours' notice for additional cleanings.

Terms of agreement

Service type: **MONTHLY** The Service Provider or the Customer may terminate a Monthly swimming pool maintenance agreement in writing or by telephone call at any time. The Service Provider is under no obligation to continue monthly swimming pool maintenance on accounts which are more than 30 days past due and chooses to do so only at the Service Providers discretion. Additional \$25.00 weekly if we need to use our pump.

Cleaning System Your pool must have a pump & filter system that provides sufficient suction and plumbing in order to be cleaned properly.

Maintaining Proper Water Level It is the Customer's responsibility to maintain proper water level. If water is low on service day, equipment will be turned off and a service slip will be left advising the customer to add water. Failure to maintain proper water level may result in serious damage to pool equipment.

Excessive Debris Excessive debris from certain landscaping may cause chemical imbalances. It is the Customer's responsibility to maintain the landscaping to minimize the effect on the water chemistry. In the event of excessive debris, an additional service charge may apply. Please note: although we do everything to keep your pool sparkling every day, some landscaping may make this impossible. Please discuss any concerns you may have with our service technicians.

Dogs and Other Pets We at PPS, feel that our pets are a part of our family and know that our customers feel the same about their pets. It is the Customer's responsibility to see that their pets are properly arranged for ahead of time. If you do not have a separate fenced off area of the yard for your dogs, please see that they are either in the house or in their kennel/crate on your service day(s).

Bees, Wasps, Snakes and Other Pests We at PPS, are concerned with the safety of both our employees, our customers and others. Some people are allergic to bee or wasp stings and snake antivenin is very expensive. Should your service technician come in contact with bees, snakes or other pests, they will report the situation to the Field Manager. The Field Manager will contact you, making you aware of the situation and asking that it be corrected prior to your service technician's next visit. Please contact us prior to your service technician's next visit to let us know if he can continue to come or if more time is needed to correct the situation.

Staying In Touch Customer agrees to provide PPS, with adequate contact information (land line phone number, cell phone number, work phone number, e-mail address) where he/she can best be reached during the day. If Customer cannot be reached in a timely manner, Customer agrees to accept any decision PPS makes in regards to maintaining Customer's swimming pool and/or other water features.

Liability PPS agrees to defend, indemnify, and hold Customer harmless from any claims, damages (including property damage and loss of use of such property), losses, fines, or penalties (including related costs, expenses and reasonable attorney fees) that may arise in whole or part from services provided by PPS to Customer. This includes but is not limited to claims, demands, damages, losses, fines, or penalties for injuries to persons or damage to property, including theft, resulting from PPS's acts or omissions or the acts or omissions of those persons furnished by PPS.

PPS, its employees and/or independent contractors, agrees to provide swimming pool maintenance in a responsible manner. PPS will not be responsible for any damage to property due to acts of nature, fire, vandalism, misuse or abuse. PPS is not responsible for the performance of any chemicals, filtration systems and/or equipment. Customer should be aware of normal deterioration of equipment that occurs over time due to exposure to chemicals and sunlight. Due to these factors, PPS recommends other annual services (e.g., Annual tune-up of equipment, filter cleaning) above normal maintenance. The Customer is responsible for maintaining the correct water level and keeping trees and plants trimmed away from the pool/spa and equipment and maintaining equipment by authorizing annual service to equipment. PPS is not responsible for any damages or deterioration caused by failure of Customer to perform other services recommended by PPS or by failure of Customer to properly maintain pool and equipment between visits.

Under the terms of this Agreement, PPS, will not be held responsible for any staining of plaster.

Since plaster is composed of natural materials, a certain amount of shading, staining, and color variation is to be expected. Different forms of staining do occur in all pools and with proper chemistry can be held to a minimum. It is the Customer's responsibility to assure that all gates are operating properly. Service technician assumes no responsibility for maintaining fencing or gates at Customer's property. It is the Customer's responsibility to ensure the swimming pool and any enclosures are up to city, state and/or federal code.

Access To Your Pool It is imperative that we have access to your swimming pool in order to provide the swimming pool maintenance that has been agreed to, we will make every effort to service your pool on the same day or days each week. If for some reason, such as illness, automobile accident, truck has broken down or family emergency, your service technician is not able to service you pool, service will be provided by another service technician. The timing of these situations does not always allow for us to let you know ahead of time. If you currently have any locked gates, it is preferred that a combination lock be used. If a key lock is used, PPS will need to be provided with two working keys for each lock. If you add a lock after this Agreement has been executed, please provide PPS with the combination or two working keys prior to your next service day. If we arrive on our regular scheduled day and we are not able to access the pool there will be no credit for this missed visit. If we must return before the next scheduled visit, a \$25 return trip fee will be assessed. **Pool Covers, solar blankets and/or solar disks must be removed by Customer on, or prior to, service days.** Failure to do so may result in additional fees.

Acknowledgement of Receipt of Monthly Pool Service Agreement This Acknowledgement of Receipt form must be signed and received by PPS, before your first date of service will begin. A check mark is required by each of the following before monthly service can be started.

I/We hereby acknowledge that I/we have received and have read (or have had read to me/us), and understand PPS's Monthly Pool Service Agreement setting forth the basis for monthly swimming pool and/or additional feature maintenance. I/We have had all of my/our questions answered fully prior to signing this Acknowledgement of Receipt. I/We understand that it is important that I/we have an active role in helping to maintain a healthy and clean swimming pool. I/We understand that no promises or guarantees have been made to me/us. I/We are aware that I/we may stop my/our monthly pool service with PPS, at any time. I/We will be responsible for paying for the services which I/we have already received and that unpaid accounts will be referred to an outside collection agency for handling.

By signing this form, you acknowledge that you have received and read a copy of the Monthly Pool Service Agreement which describes how both parties will work together to maintain you pool on a monthly basis. Your signature indicates you have read and understand the terms and conditions.

Customer Signature:

Date: