



Pool Care Plus, LLC 16772 W Bell Rd Suite110-128 Surprise AZ 85374 (623)293-7353 or (623)293-7352

Pool Service Agreement

SECTION A: Customer Data

Customer Name:
Billing Address:
Home Phone:
Cell (optional):
Office (optional):
Email Address:
Service Start Date:
Service Plan:
Payment Due Date is the 5th of every month
Section B: Terms & Conditions

Service Agreement, herein referred to as "Agreement", is between Pool Care Plus, LLC & Customer named in Section A, herein referred to as "Customer" for **property located at:**

The scope of Agreement is for services provided by Pool Care Plus, LLC as described in Section B, to Customer for a fee based on selected "Options". Agreement may be cancelled at any time based on terms outlined in Section B, 6.

1. **SERVICES:** Pool Care Plus, LLC will provide **Option** to customer on a weekly basis (or Bi-weekly as chosen) basis. Spas or separate equipment will have an extra charge of \$10.00-15.00 per month.**
. Spas or separate equipment will have an extra charge of \$15.00 per month.****All pools vary in price based on size and needs.**

❖ **OPTION 1- CHEMICAL ONLY \$50.-60. Per month** (Pool Care Plus will determine cost based on chlorination type and size of pool).Chemical analysis check and balance only, service timers will be run based on amount of chemicals added. Chemicals provided to balance and sanitize your pool are Chlorine (granular, liquid & tabs), Soda Ash (pH increaser), Sodium Bicarbonate (alkalinity increaser), Muriatic Acid & Dry Acid (pH & Alkalinity de-creaser), Salt and Chlorine Stabilizer tabs.

NO CLEANING SERVICES ARE PROVIDED WITH OPTION 1.

❖ **OPTION 2 – REGULAR Service \$75. Per month.** Includes Option 1 along with brushing sides and steps, emptying all baskets (skimmer, leaf, and pump), backwashing - Sand or DE filters as needed. Option 2 does NOT include: Vacuuming or skimming debris out of pool.

❖ **OPTION 3 – Full Service \$90-110. Per month.** Includes Options 1 & 2 along with Skimming or/and Vacuuming the pool as needed.

- **Algaecides, Clarifiers, Phosphate removers, Stain & Metals remover are NOT a part of regular chemical treatment and will incur additional charges when used in any option.**
- **Due to time required to clean cartridge filters and disassemble/reassemble filters there will be additional charges for each cartridge filter cleaning. We will notify you prior to the cleaning and offer you the option to clean the filters first.**

PLEASE READ ALL OF THE TERMS & CONDITIONS:

With the exception of the pool equipment, all material necessary to maintain Customer pool as stated in Options 1, 2 and 3 will be provided by Pool Care Plus, LLC. **Additional services or visits will be billed in addition to your monthly service option fee. We only perform services on an as needed basis.** CHEMICAL RESTART FEES WILL APPLY IF POOL IS DRAINED. All Services require that Customer or contracted Tenant maintain proper water levels in Pool/Spa/Fountain. If water levels are inadequate, Pool Care Plus will make a return visit and the Customer will be charged for the additional service. Customer/Contracted Tenant is responsible for removing



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 pool safety nets and pool covers, services will not be performed if these items are not removed. Customer/Tenant is also responsible for reinstalling this equipment. Customer/Tenant is responsible for taking all rocks, toys, rafts, goggles or other pool toys out of the pool before service. Please be aware, if balls/toys, etc. are in your skimmer basket at time of service they will be discarded when dumping baskets. These items may also obstruct circulation of the pool and it is the Customer/Tenant responsibility to remove items to prevent negligence of the daily operations of the pool. Please be sure that you have a trash receptacle available for our use, if you cannot make one available, please advise us and will make other arrangements. Please be advised that our website could be behind on updates to this agreement and you should contact the office to be sure you have the most recent version of the Service Agreement.

*Please note we build our service schedule by area and may not be able to perform service on a "preferred" date. We generally schedule pool service in conjunction with other contracted services in the area. The service technician is not required to communicate the right to perform services on another day.

****Spring /Summer Service Clause:** In the event you are signing up for service during the months of March 1st – September 30th, your rate will be higher if you do not agree to an annual Full Service contract. Full Service is agreement to weekly service year round, on any of our options and not switching service during the cooler months; November 1st – February 28th. During spring/summer months a significant amount of chemicals are used and the cost of service is higher, as it usually exceeds profits during this time of year and consumer is to absorb these costs unless they allow us to recover costs in "Off Season" months by committing to year round service.

In addition you agree to read your terms in section 5 and understand that the heat is also an act of nature, and high bather load is maintained by owner/tenant. Be sure to shock the pool or super chlorinate in this season when using the pool frequently and due to other natural causes (monsoons, etc).

2. Missed Services/Service Calls: In the event that a holiday falls on your regularly scheduled date of service; service will be rescheduled (when possible) or chemicals will be left the week before and you will be notified of the date. In the event of extreme rain or wind on service date the pool/spa will be cleaned to the extent that weather permits and chemicals will be added to your pool. If under these circumstances service or partial services are rendered, no refund will be given and service will not be rescheduled. For scheduled visits in which Customer/Tenant does not provide access to the pool and/or equipment, Customer will be charged for the weekly visit. If you believe that the service was missed for any other reason please contact Pool Care Plus within 24 hours to remedy.

3. Necessary Repairs: Repairs under will be performed without prior notification. Repairs that exceed this amount will require a signed estimate or written permission to perform from Customer.

4. Payment/Pricing: Customer agrees to pay Pool Care Plus, LLC the standard amount for chosen option outlined in Agreement and any additional services performed deemed necessary by Pool Care Plus, LLC. (This is for normal residential sized pools that do not exceed 35,000 gallons in capacity anything above will be quoted a different price). All prices are subject to change without prior written notice. *Please note, by charging monthly, Customer will be billed for 48 weeks per calendar year. Pool Care Plus, LLC reserves the right to take four (4) weeks off per calendar year (not in consecutive order) without change in monthly service rates due to there being 52 weeks in a year.

Payment for services rendered is due upon date indicated in Section A.

We are not required to send an invoice, however will do as a courtesy. If for any reason you do not receive an invoice via email or US mail, it is still Customer responsibility to pay according to terms of Agreement. Upon request Pool Care Plus will leave an invoice at time of service visit.

Customer has no more than ten (10) days after due date to submit payment in full or services will be suspended until payment is made. Late charges are incurred after 10 days in the amount of \$10.00. Payments more than 30 days will incur interest of 2% per month calculated on full amount owed from due date until balance is paid in full. Late fee/charges will apply in accordance with Pool Care Plus, LLC policies & procedures. Pool Care Plus also reserves the right to charge a reinstatement fee to correct chemicals in pool due to lack of maintenance during the time the pool was not under our care if needed based on chemical analysis.

5. Disclaimer: Pool Care Plus, LLC is not responsible for any damages to property due to acts of nature, fire, vandalism, misuse, abuse or neglect. Pool Care Plus, LLC is not responsible for the performance of any chemicals it does not use. CUSTOMER should be aware of normal deterioration of equipment that occurs over time due to exposure to chemicals, sunlight and other weather conditions. Due to these factors, Pool Care Plus recommends other annual services (e.g. annual equipment tune-up, filter cleaning, o-ring replacement, etc) The CUSTOMER/TENANT is responsible for keeping plants and trees away from pool/spa equipment and



Pool Care Plus, LLC 16772 W Bell Rd Suite110-128 Surprise AZ 85374 (623)293-7353 or (623)293-7352 maintaining equipment by authorizing annual service equipment. Pool Care Plus is not responsible for any damage or deterioration caused by failure of Customer to perform other services recommended by Pool Care Plus or by failure of Customer to adequately maintain pool and equipment between visits. If you have any complaints or concerns regarding completeness of service please call Pool Care Plus, LLC @ 623-293-7353 within 24 hours after the service occurred or was scheduled to have occurred. It is up to the customer to check out any changes in Terms & Conditions by visiting our website as it is posted and all changes are updated as necessary.

6. Termination of Service: Agreement may be terminated at any time unless a contractual term for discounted service, or other terms has been applied, if this happens the bill will be prorated to regular pricing and the difference will be added to any current balance. **At the time of termination of services any balance that is owed must be paid in full regardless of Customer dispute as described in #7 of this agreement.** Late payment terms in Section 4 apply. Please submit termination in writing to our office for cancellation or via email for faster service & record of cancellation.

7. Jurisdiction Venue: Resolution of any and all disputes arising pursuant this Service Agreement shall be in the Magistrate or Superior Courts of Maricopa County, Arizona, as appropriate. Parties submit to the jurisdiction of said Courts and agree that venue is proper in such Courts. In the event Pool Care Plus, LLC is required to bring such suit against Customer, including hiring an attorney, to collect any sums due under Agreement, Customer will be responsible for all expenses incurred by Pool Care Plus, LLC including court cost and attorney fees, we also reserve the right to send your account to a collection agency of our choice.

STANDARDS OF PRACTICE:

We are a Professional Pool Service & Repair Company that has experience in indentifying some underlying problems or concerns about pools on a daily basis. We are not Home Inspectors, but do follow the scope, general limitations exceptions and exclusions set forth in the Arizona standards of practice for the inspections of swimming pools & spas. In addition we do chemical testing & a more extensive overview of the pool/spa equipment based on our professional trade.

SEVERABILITY:

Should any provision of this contract be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this contract shall remain in full force and effect, unimpaired by the courts holding.

GENERAL PROVISIONS:

This agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors, assigns. This agreement constitutes the entire integrated agreement between the parties hereto pertaining the subject matter hereof, and may be modified only by written agreement, signed by all of the parties hereto. No oral agreements, understandings, or representations shall change, modify, or amend any part of this agreement.

Each party signing this agreement warrants and represents that he/she has the full capacity and authority to execute this agreement on behalf on named party. If this agreement is executed on behalf of a client by a third party, the person executing this agreement expressly represents to Pool Care Plus, LLC that she has the full and complete authority to execute this agreement on clients behalf and to fully and completely bind client to all terms, conditions, limitations, exceptions, and exclusions of this agreement.

Payment is agreed to made

Client acknowledges that they have read and understood the terms, conditions, and limitations, of this contract, and voluntarily agrees to be bound thereby and agrees to pay the fee set above as outlined in this Agreement.

Customer /Client Signature: _____ Date: _____

Customer /Client Signature: _____ Date: _____

Web: <http://www.poolcareplus.com> Email: Poolcareplus@cox.net