



POOL SERVICE AGREEMENT

This Agreement is made between POOL VIBES, LLC and Customer for services to be provided. The Parties agree that Customer has contracted with POOL VIBES, LLC to perform pool and/or spa maintenance at the address specified above. The Parties agree that this is a monthly Service Contract and Customer agrees to pay POOL VIBES, LLC monthly in advance of the services to be provided that month. The Parties agree that in the event Customer fails to pay in advance of service being provided as required by this Agreement, the contract shall be terminated, and Customer shall be required to pay the pool service fee for one month as liquidated damages. Pool Vibes is not liable, nor held responsible for any plaster deterioration, stains, color/pigmentation fading, plaster burns, liner tears, tears in above ground pools, rips, leaks, above ground unlevel pools, bad starts up, or any defects that may occur during servicing your pool. Pool Vibes will not be held responsible for any damages done to inground or above ground pools. Pool Vibes is not responsible for any above ground pool that is not assembled by Pool Vibes or inground pool that is not installed by Pool Vibes. Service is not guaranteed if customer does not have adequate or proper functioning equipment, plumbing or electrical.

1. Frequency of Service & Fees: POOL VIBES, LLC will provide pool service once a week at the Customer's address stated above. Customer agrees to pay a monthly pool service fee of \$_____ plus tax in advance each month for the service. A designated date of service will be assigned for each week Depending on condition of pool when service is needed, additional charges apply to bring pool to maintainable state. Customer may request pool service twice a week for an additional amount a month plus tax. The Parties agree that circumstances can arise that affect or prevent POOL VIBES, LLC from performing pool and/or spa maintenance such as the weather, an illness, or a holiday. In such event, POOL VIBES, LLC may choose to postpone pool and spa service for one week, not to exceed 5 weeks each year. However, in no event shall pool and spa service be provided during the weeks of Thanksgiving and Christmas. In the event of inclement weather on the scheduled date of service, the pool and spa will be cleaned to the extent weather permits and only chemicals will be added.

Customer must ensure POOL VIBES, LLC has access to the service area on the scheduled service day, including gate entry codes, lock combinations, security guard verification, and pets relocated or retained from pool/spa area. If POOL VIBES, LLC is unable to access the service area for any reason, services will not be performed that week and Customer shall not be entitled to a credit, and a \$30 service charge will be charged if an additional revisit it needed. Vacation/Holidays: POOL VIBES, LLC will be closed, and service will not be provided as follows: 1) One week during the summer (Customer will be notified a week in advance), 2) Thanksgiving week, and 3) Christmas week. These dates are already accounted for in calculating the monthly service fee. Therefore, no credit is due. In the event of an emergency, POOL VIBES, LLC will make every effort to return your calls and answer emails. Emergency services are provided at a separate agreed upon rate quoted on a case by case basis.

2. Services to be performed: POOL VIBES, LLC shall provide the following services each week depending on plan purchased: • Pool vacuumed as needed • Pool surface skimmed as needed • Filter backwashed as needed • Leak baskets cleaned • Pump baskets cleaned • Pool equipment operation inspected • Pool walls, floor, and tile to be brushed as needed • Water tested and balanced each week. Customer is responsible for water levels during the week, if not maintained, there will be no guarantee. Recommended water level is middle of tile, underneath the pool coping, if not compliant pool services will not be guaranteed. All chemicals used during weekly service are included in the monthly service fee. Filter cleaning is NOT included as a monthly service and will be cleaned every 4 months, unless extra service is required. Filters MUST be properly maintained for POOL VIBES, LLC to perform proper maintenance service. All standard service is billed at a rate of \$135 per hour. Any additional cleanings like Storm Cleanup, Excessive Debris, and any other situations out of the normal scope of work for your swimming pool will accrue additional charges with customers approval.

3. Repairs: Repairs are not included in the monthly service fee. Any repair performed will be approved by customers before performing.

4. Pricing: Customer agrees to pay POOL VIBES, LLC the monthly service fee stated above as well as any additional costs that may be incurred for repairs or services that are in addition to the services specified in paragraph 2 above. Additionally, Customer shall incur an optional charge of \$139.00 every 4 months for recommended pool filter clean, if declined, pool service & water quality will not be guaranteed.

5. Payment: POOL VIBES, LLC accepts Credit Card, Check and Cash payment only. Each monthly payment must be received by POOL VIBES, LLC, in full, before the FIRST scheduled service for that month. For example, the monthly payment for September service must be received by POOL VIBES, LLC before Customer's first scheduled service. If the card on file does not cover payment of the monthly service fee, and any additional charges that may become due and payable, Customer shall be in default. In the event of default, services will be postponed, and Customer will assess a late fee penalty of \$35. If Customer fails to cure the default, the Parties agree that POOL VIBES, LLC shall suffer liquidated damages as a result of the Customer's default in the amount of \$35 per week or one (1) additional month's service fee, whichever is less. Customer agrees that the liquidated damages are in addition to the monthly service fee that remains due and payable and are intended to compensate POOL VIBES, LLC for damages suffered as a result of the inability of POOL VIBES, LLC to anticipate Customer's default and immediately fill the void created by the default with a new customer. Credit Cards will be left on file and automatically deducted each month. There is a 4% convenience charge on all payments over \$500 made via Credit Card.

6. Card On File: Name on card: _____ Billing Address: _____ (Street)
_____(City), TX _____(Zip) Type of card: _____ Card Number: _____ Exp Date: _____

3 Digit Security Code: _____ ALL credit card information will be kept on file and held for use by POOL VIBES, LLC only. By providing this information and your signature below, Customer is authorizing POOL VIBES, LLC to charge the Card on File for all services provided to Customer by POOL VIBES, LLC pursuant to this Pool Service Agreement.

7. Disclaimer: POOL VIBES, LLC shall not be responsible for any damage to property due to acts of nature, fire, vandalism, misuse, or abuse. Customer should be aware of normal deterioration of equipment that occurs over time due to exposure to chemicals, sunlight, and, in some cases, other corrosive materials (i.e. salt). The CUSTOMER is responsible for maintaining correct water level at all times. Also, POOL VIBES, LLC is not responsible for any damages, pool plaster, or deterioration caused by failure of a Customer to perform other services recommended by POOL VIBES, LLC, or by failure of Customer to properly maintain pool and equipment between visits.

8. Termination: The Parties agree that this Agreement is a monthly service agreement that continues from month to month until terminated. The Agreement may be terminated by either Party. However, the Parties further agree that Customer shall give POOL VIBES, LLC thirty (30) days advance written notice of Customer's termination of this Pool Service Agreement. Such written notice may be delivered in person, by email, or at the offices of POOL VIBES, LLC.

9. Mediation: The Parties agree that any future disputes between them arising under this Agreement shall be submitted to a half day mediation before a former or retired Harris County District Judge or an agreed upon mediator. The mediation shall take place in Harris County Texas. This Agreement shall be construed and is governed under the laws of the State of Texas.

Printed Name: _____

Customer Telephone: _____

Customer Signature: _____

Customer Email: _____

Customer Address: _____

Printed Date: _____