



Tony's Pool Spa Services Agreement

This Agreement is made this day between **Tony's Pool Spa Services** (hereinafter and _____, (hereinafter "Customer") for services to be provided

at _____ (Street Address), _____ (City), _____ (Zip), _____ (Cell _____ (Home.

The Parties agree that **Tony's Pool Spa Services** will perform monthly pool and/or spa maintenance at the specified address. The customer agrees to pay in advance for each month's services. Failure to pay in advance will result in contract termination and one month's pool service fee as liquidated damages.

Service Frequency and Fees: **Tony's Pool Spa Services** 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. The designated date of service each week is. Customers may request pool service twice weekly for an additional

\$ _____ a month plus tax. The Parties agree that circumstances can arise that affect or prevent **Tony's Pool Spa Services** from performing pool and spa maintenance, such

as the weather, an illness, or a holiday. In such an event, **Tony's Pool Spa Services** may postpone pool and spa service for one week, not exceeding five weeks each year. However, in no event shall pool and spa service be provided during the weeks of Thanksgiving and Christmas. In inclement weather on the scheduled service date,

Pool and spa cleaning will be done depending on the weather, and only chemicals will be used. Ensure we have easy access to the service area on the scheduled day, including access codes, lock combinations, security guard verification, and relocated pets. Services will not be provided if we can't access the service area. We'll notify you of the one-week closure during summer vacation/holidays.

2) Thanksgiving week, and 3) Christmas week. These dates are already accounted for in calculating the monthly service fee. Therefore, no credit is due. Tony's Pool Spa Services will always return your calls and answer emails in an emergency. Emergency services are provided at a separate agreed-upon rate quoted on a case-by-case basis. Services: **Tony's Pool Spa Services** shall provide the following services each week:

- 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

Weekly water testing and balancing is included in the monthly service fee. You're responsible for maintaining water levels at Mid-Tile. Chemicals are included. Filter cleaning is not included, but it will be done every four months. Maintain your filters. Standard service is charged at a half-hour rate. Additional labor charges will be billed at \$ _____ per 15 minutes. Other situations may be considered.

3. Repairs are not included in the monthly service fee. Repairs under \$ _____ will be performed immediately and charged separately to the Customer. Repairs greater than \$ _____ shall require Customer authorization before the repair.

4. The customer agrees to pay Tony's Pool Spa Services the monthly service fee mentioned above, along with any extra costs that may arise in connection with the services specified in paragraph 2. Moreover, the customer will be charged an additional fee of \$ _____ every four months for filter cleaning.

5. Tony's Pool Spa Services accepts monthly payments through Credit Cards and Zelle. The full payment for the month must be made before the first scheduled service. A \$25 late fee will be charged if the card on file does not cover the monthly fee and additional charges. A fee of \$25 per week or one additional month's service fee, whichever is less, will be charged if the customer fails to cure the default. A 5% convenience charge applies to Credit Card payments over \$ _____ (fill in the blank with the specific amount).

6. Card On File: Name on card: _____ Billing Address: _____ (Street) _____ (City), _____ 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 only. By providing this information and your signature below, the Customer can charge the Card on File for all **Tony's Pool Spa Services services** pursuant to this Pool Service Agreement.

7. Disclaimer: **Tony's Pool Spa Services** shall not be responsible for any damage to property due to acts of nature, fire, vandalism, misuse, or abuse. Customers should be aware of the 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 the correct water level at all times.

Also, Tony's Pool Spa Services is not responsible for any damages or deterioration caused by a customer's failure to perform other services recommended by Tony's Pool Spa Services or the Customer's failure to maintain the pool and equipment properly between visits.

The agreement between the parties is a monthly service agreement that continues until either party decides to terminate it. If either party wants to terminate the agreement, they must provide a 30-day written notice to the other party. The notice may be delivered in person, via email at tonypoolspaservice@gmail.com, or via certified letter to 5904 Eugene Ave Las Vegas, NV 89108. Tony's Pool Spa Services offices are also an option to deliver the notice.

Customer Signature: _____ **Printed Name:** _____

Date: _____ **E-Mail:** _____