

POOL SERVICE AGREEMENT

The Parties agree that **Customer** has contracted with **MYPOOLEXPERTS, LLC** to perform pool and/or spa maintenance. The Parties agree that this is a monthly Service Contract and **Customer** agrees to pay **MYPOOLEXPERTS, 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**.

1. Service Frequency and Fees: MYPOOLEXPERTS, LLC will provide pool service once a week at the Customer's address. **Customer** agrees to pay the monthly pool service fee in advance each month for the service.

The Parties agree that circumstances can arise that affect or prevent MYPOOLEXPERTS, LLC from performing pool and/or spa maintenance such as the weather, an illness, or a holiday. In such event, MYPOOLEXPERTS, LLC, may elect to postpone pool and spa service for one week.

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 MYPOOLEXPERTS, LLC, has access to the service area on the scheduled service day, including: gate entry codes, lock combinations, security guard verification, and pets relocated from pool/spa area. If MYPOOLEXPERTS, 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.

Vacation/Holidays: MYPOOLEXPERTS, LLC, will be closed and service will not be provided as follows:

- 1) Christmas

These dates are already accounted for in calculating the monthly service fee. Therefore, no credit is due. In the event of an emergency, MYPOOLEXPERTS, 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**.

The Customer is responsible for water levels during the week. Recommended water level is **MID-TILE**. All chemicals used during weekly service are included in the monthly service fee. Filters **MUST** be properly maintained in order for MYPOOLEXPERTS, LLC, to perform proper maintenance service. Additional charges, will quoted on site, I.E. Storm/Hurricane Cleanup, Excessive Debris, and any other situations out of the normal scope of work for your swimming pool.

2. Services: MYPOOLEXPERT LLC, shall provide the following services each week:

1. Pool vacuumed once per month on pre-set week of the month
2. Pool surface skimmed as needed
3. Skimmer baskets cleaned
4. Pump baskets cleaned monthly
5. Pool walls and floor to be brushed as needed
6. Water tested and balanced each week
7. Emailed weekly report of pool, which includes analysis of pool water and any services that are needed

Customer also understands that certain service plans don't include all of the required chemicals.

Customer is responsible for water levels during the week unless pool water timers are purchased through us. Water hoses must be provided. We are not responsible if the pool water timer fails overflowing your pool. Pool rebalancing charges will be applied to cover the costs of chemicals needed to bring your pool back to balance. Recommended water level is MID-TILE. Standard chemicals used during weekly service are included in the monthly service fee. Filters MUST be properly maintained and replaced in order for MPE to perform proper maintenance service. If a pool leak is detected the customer needs to have repaired immediately. We will have to bill for extra charges to cover chemicals and not liable if the pool turns green until the leak is repaired. If your pool has high phosphates, needing to be treated, a separate charge, starting at \$100, will be billed. Any additional chemicals needed outside your service plan are extra costs.

3. Repairs: Repairs are not included in the monthly service fee.

4. Pricing: Customer agrees to pay MYPOOLEXPERTS, LLC, the monthly service fee, agreed upon, 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.

5. Payment: MYPOOLEXPERTS, LLC, only accepts, Zelle, PayPal, Cash App, apple Pay, Venmo or checks.. Each monthly payment must be received by MYPOOLEXPERTS, LLC, in full, before the FIRST scheduled service for that month. For example, the monthly payment for October service must be received by MYPOOLEXPERTS, LLC, before Customer's first scheduled service for October. In the event of default, services will be postponed and Customer will assessed a late fee penalty of \$25.

6. Disclaimer: MYPOOLEXPERTS, 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 and pool surfaces 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, MYPOOLEXPERTS, LLC, is not responsible for any damages or deterioration caused by failure of a customer to perform other services recommended by MYPOOLEXPERTS, LLC, or by failure of Customer to properly maintain pool and equipment between visits.

7. 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 MYPOOLEXPERTS, LLC, thirty (30) days advance written notice of Customer's termination of this Pool Service Agreement. Such written notice may be delivered by email or text to the offices of MYPOOLEXPERTS, LLC.

9. Venue: This Agreement shall be construed and is governed under the laws of the State of Florida.