

Sterling Blue Pools LLC

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Pool Service Agreement

This agreement is made on this date: _____ by and between STERLING BLUE POOLS and _____ ("Customer") For the pool located at _____ (Street) _____ (City), FL _____ (Zip).
Billing Address, if different from above location: _____ (Street) _____ (City), _____ (Zip)

The length of this agreement is for the following time period: _____ thru _____

The purpose of this agreement is for STERLING BLUE POOLS to perform either pool and/or spa maintenance as described below, to above CUSTOMER for a fee, to be paid as described below.

1. Frequency of Service

The frequency of service to be provided by STERLING BLUE POOLS:

Please check option: _____ Weekly _____ Twice A Week _____ Winter Service³

1. These service options require the CUSTOMER to maintain the pool/spa on the off weeks. Failure to perform standard tasks (Sec. 3) may result in unbalanced chemistry and increased cost to CUSTOMER. 2. CUSTOMER is not bound to the frequency of service for the length of the agreement. CUSTOMER is entitled to change said frequency by notifying STERLING BLUE POOLS 2 weeks in advance of changing said frequency. Rates are subject to change. 3. Winter Services are quoted on a case by case basis and will follow terms and conditions set forth under Every Other Week. 4. All services require CUSTOMER to maintain proper water levels in pool/spa. If water levels are not adequate, STERLING BLUE POOLS will reschedule and CUSTOMER will be charged for the visit. 5. All Rates include up to 1.25 hours of standard services to be performed. Additional hours spent to maintain pool/spa beyond the standard hours may result in additional charges billed at the service rate/hour (e.g. Fall Season leaves).

Please identify a Preferred Day of Week:

_____ MON _____ TUE _____ WED _____ THU _____ FRI _____ NO PREFERENCE

Please number in order of preference (1 = first choice)

*Please note STERLING BLUE POOLS will make every effort to accommodate CUSTOMER'S Preferred Day of the Week. However, STERLING BLUE POOLS reserves the right to perform its services on another day, if necessary. In the event STERLING BLUE POOLS needs to reschedule CUSTOMER'S normal day an email notification will be sent.

2. Missed Service Calls

In the event your service falls on a holiday, service will be rescheduled. In the event of rain on your service day, the pool/spa will be cleaned to the extent weather permits and chemicals will be added. If service or partial services are rendered, service will not be rescheduled. (In the event that you believe that a service call was missed for reasons other than those stated previously, please contact STERLING BLUE POOLS within 24 hours, and the call will be made up.)

3. Services To Be Performed

- 1) Clean Tile (Monthly)
- 2) Brush Tile (Weekly)
- 3) Brush Walls (Weekly)
- 4) Leaf Rake Surface (Weekly)
- 5) Vacuum Pool/Spa (Weekly)
- 6) Backwash Filter (Monthly)
- 7) Empty Skimmer Baskets (Weekly)
- 8) Empty Pump Basket (Weekly)
- 9) Clean Deck (Weekly)
- 10) Test Water Chemistry (Weekly)
- 11) Balance Water (Weekly)
- 12) Maintain chemical/dosage log customer can access online (Weekly)

All materials necessary for the above services are furnished by STERLING BLUE POOLS. Additional services\visits may be needed and billed extra above the normal service fees (e.g., storms, severe algae problems, small animal removal, and debris removal caused by another company). ALL SERVICES ARE DONE AS NEEDED. Clean Deck includes up to 5 feet of pool perimeter of standard pool type decking (e.g. concrete, paverstone, other stone). STERLING BLUE POOLS will clean deck by using a leaf blower and/or water hose (if available). Additional cleaning or areas of deck must quote. **STERLING BLUE POOLS REPLACES ALL FILTER CARTRIDGES ANNUALLY IN THE MONTH OF FEBRUARY, BILLED TO CUSTOMER 1 MONTH PRIOR TO INSTALLATION.**

4. Chemicals

Chemicals are added each service visit from STERLING BLUE POOLS' inventory. Service includes 40 lbs of salt per month. Months with excessive rain (e. g. Summer) requiring additional salt STERLING BLUE POOLS will add salt & bill at \$15, without notification. STERLING BLUE POOLS will provide up to 4lb of stabilizer a month, additional stabilizer will be billed without notification at \$4 a lb.

5. Phosphates

Phosphates occur in pool water as a result of decaying biomatter. Certain times of year (e. g. Fall, Spring), and heavy landscaping can introduce excessive vegetation to the pool causing a rise in phosphate levels. High phosphates can lead to interior finish problems, and inhibit sanitation processes. Phosphate treatments are not included in weekly services and will be performed at a rate of \$40 per 10k gallons of water treated, without notification.

6. Repairs

Repairs under \$_____ will be performed without prior notification. Repairs above the amount listed here will require written authorization from CUSTOMER. _____ (initial)

7. PRICING

The CUSTOMER agrees to pay STERLING BLUE POOLS the amount specified below for the frequency of service indicated above and any additional service performed by STERLING BLUE POOLS.

Weekly service _____

Twice a week service _____

Winter service _____

Repair charges will be priced per job with a min. hourly charge of \$95. Leak location will be \$175.00 per man hour with repair of priced per job. Customer is responsible for maintaining the water level in the pool and removing standing water and debris from pool cover if installed.

For visits made if CUSTOMER does not provide access to pool or pool equipment, CUSTOMER will be charged for visit either at their normal service charge per visit or for one hour of work, whichever is greater. All prices are subject to change with written notice.

8. Payment

(Please initial one option)

_____ **Billed..** Payment for service rendered is due upon the due date of the CUSTOMER invoice. CUSTOMERS have ten (10) business days to submit payment in full.

_____ **Pre-Pay** Payment for services for the month preceding is due the 1st of each month the services are to be delivered. Customer participating in AutoPay and pre-paying with a tender other than a credit/debit card must submit their pre-payments, regardless of a STERLING BLUE POOLS invoice, where the pre-payment is received by STERLING BLUE POOLS by the 10th day of the month preceeding the month in which the services are to be delivered.

9. Late Payments

Any payment is considered late if not paid by the above forementioned statements (Sec. 8). Any amount outstanding for 30 or more days will bear interest at the rate of 1 1/2 percent per month calculated on the amount owed from the date on which it became due and payable until paid. Late fee will apply in accordance to STERLING BLUE POOLS" policy and procedures.

10. Disclaimer

STERLING BLUE POOLS will not be responsible for any damage to property due to acts of nature, fire, vandalism, misuse or abuse. STERLING BLUE POOLS is not responsible for the performance of any chemicals it does not sell. CUSTOMER should be aware of normal deterioration of equipment that occurs over time due to exposure to chemicals, sun and wet weather conditions. 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. STERLING BLUE POOLS is not responsible for any damages or deterioration caused by failure of CUSTOMER to perform other services recommended by STERLING BLUE POOLS or by failure of CUSTOMER to properly maintain pool and equipment between visits. If you have any complaints or concerns regarding frequency or completeness of service, you must call STERLING BLUE POOLS within 24 hours after the service occurred or was scheduled to have occurred.

11. Termination of Service

This agreement may be terminated thirty (30) days after either party receives written notice of intent to terminate from each other. This agreement may be terminated immediately if all balances are paid in full.

_____ (CUSTOMER) _____ Date