



9399 Wade Blvd, Suite 4307
Frisco, Texas 75035
support@oasispoolcare.com

POOL SERVICE AGREEMENT

This Agreement is made this day between Oasis Pool Care & Custom Decking (hereinafter "OPCCD") and _____, (hereinafter "Customer") for services to be provided at _____ (Street Address) _____ (City) Texas, _____ (Zip) _____ (Cell#)

The parties agree that Customer has contracted with OPCCD 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 OPCCD 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: OPCCD will provide pool service once a week at the Customer's address stated above. Customer agrees to pay a monthly pool service fee of \$150 in advance each month for the service. The designated date of service each week is _____. Customer may request pool service twice a week for an additional \$50 a month.

The Parties agree that circumstances can arise that affect or prevent OPCCD from performing pool and/or spa maintenance, such as the weather, illness, or a holiday. In such an event, OPCCD may elect 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 major holidays.

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 and skimmer baskets will be emptied.

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

2. Vacations/Holidays: OPCCD will be closed and service will not be provided during major holidays. (Customer will be notified of the week in advance). These dates are already accounted for in calculating the monthly service fee. Therefore, no credit is due. In the event of an emergency, OPCCD 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.

3. Services: OPCCD shall provide the following services each week:

- | | |
|----------------------------------|---|
| * Pool vacuumed as needed | * Pool equipment operation inspected |
| * Pool surface skimmed as needed | * Pool walls, floor, and tile to be brushed as needed |
| * Filter backwashed as needed | * Water tested and balanced each week |
| * Leak baskets cleaned | * Pump baskets cleaned |

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. Filter cleaning is NOT included as a monthly service and will only be cleaned every 6 months for a DE filter or every 4 months for a cartridge filter, unless extra service is required. Filters MUST be properly maintained in order for OPCCD to perform proper maintenance service. All Standard service is billed at a rate of 1/2 hour, and any additional labor charged will be billed at a rate of \$18 per each additional 15 minutes. I.E. Storm cleanup, Excessive debris, and any other situations out of the normal scope of work for your swimming pool.

4. Repairs: Repairs are not included in the monthly service fee. Repairs under \$50 will be performed immediately and charged separately to the Customer. Repairs greater than \$50 shall require customer authorization in advance of the repair. A repair service call-out will be charged at \$55 and be put towards the cost of repair if needed.

5. Pricing: Customer agrees to pay OPCCD 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 additional charge of \$100 every 6 months for filter cleaning or \$85 every 4 months based on the type of filter the customer has.

6. Payment: OPCCD accepts Credit Cards, payment only. Each monthly payment must be received by OPCCD, in full, before the FIRST scheduled service for that month. For example, the monthly payment for October service must be received by OPCCD before Customer's first scheduled service for October.

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, service will be

postponed and Customer will be assessed a late fee of \$25. If Customer fails to cure the default, the parties agree that OPCCD shall suffer liquidated damages as a result of the Customer's default in the amount of \$25 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 OPCCD for damages suffered as a result of the inability of OPCCD 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 5% convenience charge on all payments over \$275 made via Credit Card.

7. Card on File:

Name on card: _____
Billing Address: (Street) _____
(City) _____ TX (Zip) _____
Type of Card: _____ Card#: _____
Exp Date: _____ 3 digit security code: _____

ALL credit card information will be kept on file and held for use by OPCCD only. By providing this information and your signature below, Customer is authorizing OPCCD to charge the card on file for all services provided to Customer by OPCCD pursuant to this Pool Service Agreement.

8. Disclaimer: OPCCD 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 the correct water level at all times. Also, OPCCD is not responsible for any damages or deterioration caused by the failure of a Customer to perform other services recommended by OPCCD, or by the failure of Customer to properly maintain pool and equipment between visits.

9. 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 agree that Customer shall give OPCCD 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 office of OPCCD.

10. 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 Collin County district judge or an agreed-upon mediator. The mediation shall take place in either Collin County or Denton County, Texas. This Agreement shall be construed and is governed under the laws of the State of Texas.



Customer Signature: _____
Printed Name _____
Email: _____
Phone: _____
Date: _____

If you have any further questions about the content of this document or need additional assistance,
feel free to ask!