



## COMMERCIAL SERVICE AGREEMENT

**Thompson's Pool Service LLC** ("Company") is an Arizona limited liability Company providing professional pool service and maintenance. This Service Agreement ("Agreement") establishes the binding terms, conditions, and authorizations under which the Company offers pool service.

This Agreement is governed by the laws of the State of Arizona. It applies to pools located within the cities of Glendale, Phoenix, Scottsdale, Paradise Valley, Anthem, Avondale, and Peoria, Arizona.

This Agreement is month-to-month and remains in effect unless modified or terminated in accordance with its terms. Minimum service plan commitments, where applicable, do not alter the month-to-month nature of this Agreement but apply solely to pricing structure and service enrollment terms. No long-term contract is required; however, execution of this Agreement authorizes the provision of ongoing service under the conditions outlined herein.

The individual executing this Agreement on behalf of the Client represents and warrants that they are authorized to bind the Client entity to the terms of this Agreement.

This Agreement constitutes the entire agreement between the parties regarding pool service and supersedes all prior or contemporaneous discussions, representations, proposals, or understandings, whether written or oral, except as expressly incorporated herein.

**Client Initials (Section 1):** \_\_\_\_\_

**Date:** \_\_\_\_\_

# SECTION 2

## SITE CONTROL, SAFETY & REGULATORY RESPONSIBILITY

### 2.1 CLIENT OPERATIONAL CONTROL

Client retains exclusive operational control of the premises and is solely responsible for supervision of tenants, residents, guests, invitees, vendors, and all third parties; enforcement of safety rules; restricting access as required for safe pool operation; and maintaining safe premises conditions.

### 2.2 REGULATORY & INSPECTION RESPONSIBILITY

Client is solely responsible for compliance with all applicable health department requirements, pool regulations, staffing/supervision requirements, signage requirements, barrier/access requirements, circulation standards, and any other regulatory obligations applicable to the property. The Company does not guarantee inspection results, citations, fines, closures, or regulatory determinations.

### 2.3 OPERATIONAL SETTINGS & RUNTIME

Client remains solely responsible for pump runtime scheduling, heater operation, automation programming, controller settings, chemical controller calibration, and circulation system operation unless separately contracted in writing.

### 2.4 NO SUPERVISION OR SAFETY ENFORCEMENT

The Company does not supervise pool use, provide lifeguarding, enforce safety rules, control patron conduct, or assume operational management of the facility.

### 2.5 INHERENT RISKS & HAZARD ACKNOWLEDGMENT

Pool ownership and operation involve inherent risks, including wet or slippery surfaces, slips and falls, chemical exposure, mechanical and electrical equipment, suction forces, entrapment risks, sharp edges, biohazards, and environmental conditions. Client assumes all inherent risks associated with pool ownership, operation, and public or tenant use.

### 2.6 EQUIPMENT, CHEMICAL & SUCTION SAFETY

Client is responsible for restricting unauthorized access to chemicals, equipment rooms, controllers, drains, and circulation systems; maintaining compliant safety covers and protective devices; and ensuring safe access conditions around pool and equipment areas.

### 2.7 CONTAMINATION EVENTS & INCIDENT NOTICE

Client shall promptly notify the Company in writing of contamination events (including fecal, vomit, or blood incidents), injury events, vandalism, equipment tampering, or unusual conditions that may affect service, safety, or compliance. Client remains responsible for implementing required closure or safety protocols unless otherwise contracted.

### 2.8 THIRD-PARTY CLAIMS & PREMISES LIABILITY

Client is solely responsible for third-party injuries or claims arising from pool use, premises conditions, supervision failures, access failures, operational decisions, or regulatory non-compliance. The Company does not assume responsibility for supervision, premises liability, or third-party conduct.

**Client Initials (Section 2):** \_\_\_\_\_

**Date:** \_\_\_\_\_

# SECTION 3

## SERVICE PLANS & FREQUENCY

### 3.1 FULL-SERVICE STANDARD

Thompson's Pool Service LLC provides pool service under a comprehensive full-service framework. However, the scope of services, chemical coverage, and maintenance inclusions is governed exclusively by the Client's selected service plan and any approved add-on services under this Agreement. Services, chemicals, labor, and maintenance items not expressly included in the selected plan are excluded unless separately authorized in writing.

Routine service tasks may include cleaning, monitoring, and operational checks necessary to support proper pool operation when equipment is functioning correctly, and access is provided. The Company does not guarantee specific outcomes, cosmetic results, or chemical readings.

### 3.2 COMMERCIAL SERVICE FREQUENCY STANDARDS

Service frequency is determined based on heating status, bather load, seasonal demand, equipment performance, and regulatory exposure.

- 3x weekly – heated pools or high bather load
- 2x weekly – standard commercial baseline
- 1x weekly – non-heated or minimal-use facilities

Reduced service frequency may result in chemical instability, fluctuations in water clarity, or limitations on inspection readiness.

Client remains responsible for pump runtime scheduling, heater operation, automation programming, and regulatory compliance with circulation.

### 3.3 SPECIAL EVENTS & OCCUPANCY SURGES

Client shall provide advance written notice of special events, large gatherings, or anticipated occupancy surges that may materially increase bather load or chemical demand. Additional service or chemical charges may apply.

### 3.4 NO OUTCOME GUARANTEES

Service is performed using industry-standard practices; however, no guarantee is made regarding specific water clarity, chemical readings, cosmetic appearance, or regulatory inspection outcomes where factors exist beyond the Company's control, including but not limited to equipment failure, improper sizing, environmental conditions, heavy bather load, tenant or guest use, public access, or declined recommendations.

Service quality is based on the completion of required service tasks and procedures, not the amount of time spent on site. Environmental conditions may immediately impact pool conditions before or after service, and conditions beyond the time of service completion are not guaranteed.

The Company does not certify, guarantee, or warrant compliance with health department, municipal, or regulatory inspection standards.

### 3.5 SERVICE PLAN SELECTION & AUTHORIZATION

By initialing below, the Client authorizes enrollment in the selected service plan under the terms of this Agreement. The selected plan and any approved add-on services govern pricing, service frequency, and scope. Each plan includes a defined scope of services, chemical coverage, and maintenance inclusions; services not expressly included are excluded unless separately authorized in writing.

### 3.6 SERVICE PLAN SELECTION & CHANGES

Service plans are selected on a monthly billing-cycle basis. Once a service plan is in effect for a billing period, it may not be modified during that billing period. Requests to change service plans must be submitted in advance and will take effect at the start of the next billing cycle.

Plan changes do not apply retroactively.

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### 3.7 MINIMUM PLAN COMMITMENT

Certain service plans may include bundled services, discounted periodic maintenance, or chemical coverage amortized over a defined service period. Clients enrolling in the Complete Service Plan agree to maintain the selected plan for a minimum of three (3) consecutive billing cycles. Clients enrolling in the VIP Service Plan agree to maintain the selected plan for a minimum of six (6) consecutive billing cycles.

Downgrades are not permitted before the completion of the applicable minimum enrollment period. Clients may terminate service in accordance with this Agreement; however, plan downgrades will take effect only after the applicable minimum period has been satisfied.

### 3.8 HIGH-USAGE EVENTS, CLOSURES & ABNORMAL CONDITIONS

Commercial pools may experience unusually high bather loads, special events, closures, drain-downs, refills, weather-related shutdowns, or abnormal operating conditions. Such conditions may significantly impact water chemistry, sanitation levels, and appearance.

Rebalancing and recovery may require additional service visits, chemicals, labor, or supplemental charges not included in standard service plans.

**Authorized Representative initials (Section 3):** \_\_\_\_\_ **Date:** \_\_\_\_\_

## SECTION 4 BILLING, PAYMENT TERMS & ENFORCEMENT (COMMERCIAL)

### 4.1 FIRST MONTH PAYMENT REQUIRED BEFORE SERVICE

Client agrees that the first month of service must be paid in full and successfully received before the first scheduled service visit. Service will not begin until payment has been received and successfully processed or cleared.

### 4.2 INVOICING

Service invoices are issued monthly. Billing operates on a recurring cycle. Receipt of the invoice is not a condition precedent to payment.

### 4.3 INVOICE REVIEW & DISPUTE PERIOD

Client shall review all invoices promptly upon receipt. Any dispute regarding invoiced charges must be submitted in writing within fifteen (15) calendar days of the invoice date. Failure to provide written notice of dispute within this period constitutes acceptance of the invoiced charges and waiver of objections thereto.

### 4.4 PAYMENT TERMS (NET 30)

Commercial accounts operate on Net 30 terms. Payment is due within thirty (30) calendar days of the invoice date. Payment is deemed received only when actually received and successfully cleared.

### 4.5 ACCEPTED FORMS OF PAYMENT

Accepted forms include ACH transfer, check, or an approved electronic method. The Company may require ACH enrollment for accounts with repeated late payments or elevated enforcement risk. Cash is not accepted.

### 4.6 GRACE PERIOD & INTEREST

A grace period of seven (7) calendar days applies following the Net 30 due date. Interest will not accrue during the grace period.

If payment is not received within seven (7) calendar days after the due date, unpaid balances shall accrue interest at one and one-half percent (1.5%) per month (18% annually) or the maximum rate permitted by law, whichever is lower. Interest represents administrative and carrying costs and is not a penalty.

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## 4.7 NON-PAYMENT & SUSPENSION

If payment is not received after the grace period, service may be skipped or suspended until the account is brought current.

Suspension of service does not waive the Company's right to terminate this Agreement in accordance with Section 8.

The Company shall not be responsible for water quality, sanitation levels, equipment performance, algae development, contamination, or regulatory outcomes during any period of non-payment or suspension.

## 4.8 SERVICE RESTART

If service is suspended and pool conditions deteriorate, corrective treatment and recovery services shall be billed at prevailing rates before routine service resumes.

## 4.9 RETURNED PAYMENTS & ENFORCEMENT

Returned checks, reversed payments, or disputes may result in administrative fees and immediate suspension. Client remains responsible for collection and enforcement costs where permitted by law.

## 4.10 NO PRORATION; MONTHLY OPERATIONAL RETAINER

Service fees are structured as monthly operational retainers in exchange for reserving service capacity, route allocation, staffing, chemical management, and administrative support. Fees are not prorated for temporary closures, access restrictions, weather conditions, equipment failures, suspension events, inspection outcomes, or reduced usage. Payments are non-refundable once service has commenced.

## 4.11 MONTHLY VISIT ALLOTMENT

Service plans are structured on a monthly visit allotment basis:

- 1x weekly – 4 visits per month
- 2x weekly – 8 visits per month
- 3x weekly – 12 visits per month

Months containing a fifth service week do not automatically include additional visits.

## 4.12 OPTIONAL ROUTINE AUTHORIZATION

Client may authorize minor service-level expenditures up to \$ \_\_\_\_\_ per billing cycle without separate approval.

This authorization applies only to minor parts and supplemental chemicals, resets each billing cycle, and does not apply to major repairs or equipment replacement.

## 4.13 CUMULATIVE REMEDIES

All rights and remedies provided under this Agreement are cumulative and in addition to any other rights or remedies available at law or in equity. The exercise of any remedy shall not preclude the simultaneous or subsequent exercise of any other remedy.

Client acknowledges that continued acceptance of services after receipt of an invoice constitutes agreement to the invoiced charges.

**Authorized Representative initials (Section 4):** \_\_\_\_\_ **Date:** \_\_\_\_\_

# **SECTION 5**

## **SCOPE OF SERVICES, FILTERS & EXCLUSIONS**

### **5.1 SCOPE OF ROUTINE SERVICE**

Thompson's Pool Service LLC provides pool service under a comprehensive full-service framework appropriate to the Client's selected service plan. The specific scope of services, chemical coverage, maintenance inclusions, service frequency, and exclusions are governed exclusively by the Client's selected service plan and any approved add-on services.

Services, chemicals, labor, and maintenance items not expressly included in the selected plan are excluded unless separately authorized in writing.

Routine service tasks may include, but are not limited to, skimming surface debris, brushing pool surfaces as needed, vacuuming when conditions allow, emptying baskets, testing and adjusting water chemistry, and visually inspecting pool equipment for general operational issues when equipment is functioning properly and access is provided.

### **5.2 EQUIPMENT PERFORMANCE & SERVICE LIMITATIONS**

Service performance assumes properly sized, functional, and reasonably maintained equipment. Undersized, aging, damaged, improperly installed, malfunctioning, or poorly configured equipment may limit circulation, filtration, sanitation, and water quality outcomes between visits.

The Company is not responsible for service limitations, failures, or damage resulting from equipment deficiencies, deferred repairs, improper system configuration, pre-existing conditions, normal wear and tear, or latent defects.

### **5.3 ENVIRONMENTAL, TENANT & THIRD-PARTY DEBRIS**

Debris originating from tenant use, public access, landscaping activity, leaf blowers, neighboring properties, construction, roadways, municipal activity, wind, dust, pollen, animals, or surrounding properties is outside the Company's control.

The Company is not responsible for debris load, contamination, water quality impact, or service limitations caused by third-party interference, landscaping practices, runoff, or environmental exposure. Excessive or recurring contamination may require increased service frequency, add-on services, or supplemental charges.

### **5.4 FILTER CLEANING, CARTRIDGES & DE GRID CONDITIONS**

Filter cleaning is not included unless expressly stated in the selected service plan. Cartridge and DE filter components are evaluated and serviced based on operating pressure and observable condition.

Components that are damaged, deteriorated, collapsed, cracked, or that fail to restore adequate flow or filtration following cleaning may require replacement. Filter component lifespan varies based on usage, water chemistry, maintenance history, bather load, and operating conditions.

### **5.5 SAND FILTER MEDIA & BACKWASHING**

Sand filter systems are backwashed as required based on operating pressure and flow conditions. Filter media performance naturally degrades over time and may require periodic replacement.

Media type, usage patterns, environmental exposure, and operating conditions affect filtration performance and service life. The Company does not guarantee filtration outcomes where media is degraded or improperly sized.

### **5.6 CHEMICAL COVERAGE LIMITATIONS**

Chemical supply coverage is plan-dependent. Only chemicals expressly included in the selected service plan are provided as part of routine service.

Specialty chemicals, corrective treatments, phosphate removers, metal treatments, algaecides, flocculants, clarifiers, enzyme treatments, stain removers, and non-routine chemical demands are excluded unless approved as an add-on or expressly included in the selected plan.

Chemical demand varies based on bather load, sunscreen, body oils, makeup, food contamination, environmental debris, rainfall, temperature, evaporation, contamination events, and usage patterns.

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## 5.7 EXCLUDED SERVICES

The following services are not included in routine service unless expressly authorized in writing: tile cleaning, calcium removal, acid washing, surface restoration, bead blasting, pressure washing, cosmetic resurfacing, specialty treatments, drain-downs, refills, or services requiring third-party contractors.

Routine brushing is a maintenance practice and does not prevent, eliminate, or guarantee against tile line staining, waterline buildup, scale formation, or calcium deposits.

## 5.8 COSMETIC VS. SANITARY CONDITIONS

Client acknowledges that aesthetic appearance and sanitary condition are not the same. A pool may be chemically balanced, safe, and sanitary while still exhibiting cosmetic issues such as staining, discoloration, surface blemishes, waterline buildup, plaster variations, or debris accumulation.

The Company does not guarantee cosmetic perfection.

## 5.9 NO DEEP INSPECTION OBLIGATION

Routine service does not include invasive, destructive, or disassembly-based inspections of equipment, plumbing, structural components, underground lines, or concealed systems.

The Company is not responsible for identifying hidden leaks, subsurface failures, internal corrosion, underground plumbing defects, structural issues, or conditions not visible during routine service activities.

## 5.10 PRE-EXISTING CONDITIONS

The Company is not responsible for diagnosing, correcting, or warranting pre-existing defects, deficiencies, or damage unless expressly agreed in writing.

This includes, but is not limited to, surface deterioration, cracked plumbing, failing pumps, leaking valves, corroded fittings, electrical issues, outdated systems, or improperly installed equipment.

## 5.11 WATER LOSS, EVAPORATION & UTILITY RESPONSIBILITY

The Company is not responsible for water loss caused by evaporation, leaks, equipment failure, splash-out, overflow, autofill malfunction, or Client-side plumbing issues.

The Client remains responsible for all water, sewer, and utility costs associated with pool operation, refilling, evaporation, backwashing, and maintenance procedures.

**Authorized Representative initials (Section 5):** \_\_\_\_\_ **Date:** \_\_\_\_\_

# SECTION 6 REPAIRS, AUTHORIZATION & WARRANTIES

## 6.1 REPAIRS WITHIN LICENSED SCOPE

Thompson's Pool Service LLC may perform repairs, replacements, and equipment installations within the scope of its Arizona contractor license. Work outside the licensed scope may require referral to a qualified third-party contractor or a separate written agreement.

## 6.2 AUTHORIZATION & ROUTINE COMPONENTS

Repairs beyond routine maintenance require an estimate and Client authorization prior to commencement. Authorization may be verbal, electronic, or written and permits Thompson's Pool Service LLC to proceed.

During scheduled service visits, the Company may replace routine service-level components reasonably necessary to maintain normal operation. Such components are limited to commonly replaced items that do not require excessive labor, specialized tools, or route disruption. Routine components are billed at parts cost only and may be installed during the same or a subsequent visit.

If recommended repairs or corrective services are declined or delayed, service effectiveness may be limited. The Company is not responsible for algae growth, chemical imbalance, equipment damage, increased chemical demand, regulatory non-compliance, or service interruptions resulting from declined or delayed repairs.

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Unauthorized adjustments or interference by the Client, tenants, employees, or third parties void responsibility for resulting conditions.

The Company reserves the right to suspend service if equipment failure, declined repairs, or unsafe conditions prevent proper maintenance.

### 6.3 DEPOSITS, PAYMENT TERMS & ADDITIONAL CONDITIONS

Major repairs, equipment replacements, plumbing work, and system overhauls require a deposit equal to fifty percent (50%) of the estimated cost before scheduling or commencement, with the remaining balance due upon completion.

Payment does not limit responsibility for additional costs arising from concealed conditions, pre-existing deficiencies, code compliance issues, or system configuration problems.

The Company does not price-match third-party pricing.

### 6.4 EMERGENCY REPAIRS

In emergencies posing a risk to equipment, water quality, safety, regulatory exposure, or property, Thompson's Pool Service LLC is authorized to perform necessary corrective actions without prior estimate approval when immediate action is required.

Charges will be processed using the payment method on file.

### 6.5 WARRANTIES & MANUFACTURER COVERAGE

Thompson's Pool Service LLC does not manufacture equipment and provides no warranty beyond that offered by the manufacturer.

Labor warranties, if any, do not cover pre-existing conditions, misuse, improper operation, unauthorized modifications, environmental exposure, or normal wear.

### 6.6 OWNERSHIP, SECURITY INTEREST & REMEDIES

Client acknowledges that all parts, equipment, and materials provided by Thompson's Pool Service LLC remain the property of the Company until paid in full, and grants the Company a security interest in such items.

In the event of non-payment, the Company may pursue lawful collection and enforcement remedies, including suspension of service, UCC-1 filing, lien rights, or judicial recovery. Client remains responsible for all enforcement-related costs.

**Authorized Representative initials (Section 6):** \_\_\_\_\_ **Date:** \_\_\_\_\_

## SECTION 7

### LIABILITY LIMITATIONS, ASSUMPTION OF RISK & INDEMNIFICATION

#### 7.1 LIMITATION OF LIABILITY

To the fullest extent permitted by Arizona law, Thompson's Pool Service LLC shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or related to services performed under this Agreement, including but not limited to loss of use, loss of revenue, loss of profits, or business interruption.

The Company's total cumulative liability for all claims shall be limited to the total amount paid by the Client for services during the thirty (30) days immediately preceding the event giving rise to the claim.

This limitation of liability applies regardless of the legal theory asserted, including but not limited to contract, tort, negligence, strict liability, or statutory claims.

#### 7.2 ADDITIONAL DAMAGES EXCLUSION

The limitation of liability outlined in Section 7.1 applies regardless of the form of action and survives termination of this Agreement.

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### 7.3 ASSUMPTION OF RISK

Client acknowledges that pool ownership, pool operation, and pool service involve inherent risks, including but not limited to chemical exposure, water level fluctuations, equipment operation, environmental conditions, slip hazards, and use by occupants, tenants, employees, guests, or invitees.

Client voluntarily assumes all such risks associated with pool ownership, use, and service.

### 7.4 NO GUARANTEES; PRE-EXISTING CONDITIONS

The Company does not guarantee specific water clarity, chemical readings, cosmetic appearance, or equipment performance where conditions exist beyond the Company's control, including but not limited to pre-existing defects, equipment failure, improper sizing, deferred maintenance, environmental factors, heavy usage, tenant interference, or declined recommendations.

The Company is not responsible for identifying, correcting, or warranting pre-existing conditions unless expressly agreed to in writing.

### 7.5 INDEMNIFICATION

Client agrees to indemnify, defend, and hold harmless Thompson's Pool Service LLC, its owners, officers, employees, contractors, and agents from and against any and all claims, damages, losses, liabilities, fines, penalties, or expenses (including reasonable attorneys' fees) arising from or related to pool use, property conditions, third-party actions, tenant or guest conduct, or the Client's failure to provide safe access, supervision, security, or compliance with applicable laws and regulations.

### 7.6 CLIENT PROPERTY & PERSONAL ITEMS

The Client is responsible for removing and securing personal property and valuables from the pool, spa, and equipment areas before service.

Thompson's Pool Service LLC and its technicians are not responsible for loss of jewelry or other items that may be vacuumed, netted, trapped in baskets or filters, or removed during normal service and subsequently discarded during routine debris disposal if not noticed.

The Company is not liable for damage to personal property arising from routine service activities when items are left in or around the pool or equipment area.

### 7.7 THIRD-PARTY ACTS & OMISSIONS

Thompson's Pool Service LLC shall not be liable for any loss, damage, injury, or condition caused by or arising from the acts or omissions of third parties, including but not limited to tenants, guests, invitees, property management staff, vendors, security personnel, or other contractors.

### 7.8 NO DUTY TO SUPERVISE OR MONITOR USE

The Company does not provide lifeguard services, safety supervision, usage monitoring, crowd control, or access enforcement.

The Client is solely responsible for supervising pool use, enforcing safety rules, controlling access, and ensuring compliance with all applicable safety and occupancy regulations.

### 7.9 NOTICE OF CLAIM

Client shall provide written notice of any claim within fifteen (15) calendar days of discovery. Failure to provide timely written notice constitutes waiver of the claim to the extent permitted by law.

**Authorized Representative initials (Section 7):** \_\_\_\_\_ **Date:** \_\_\_\_\_

# SECTION 8

## TERMINATION, SUSPENSION & EFFECT

### 8.1 TERM OF AGREEMENT

This Commercial Service Agreement is month-to-month and remains in effect unless modified or terminated in accordance with this Section.

### 8.2 TERMINATION BY CLIENT

Commercial Clients may terminate service by providing no less than thirty (30) days' written notice. Termination shall be effective at the end of the then-current billing cycle. No prorated refunds or credits shall be issued.

Written notice may be provided by email or other documented electronic communication.

### 8.3 SUSPENSION OR TERMINATION BY COMPANY

Thompson's Pool Service LLC may suspend or terminate service immediately, with or without notice, for non-payment, restricted or denied access, unsafe site conditions, repeated access issues, interference with service, declined or deferred repairs, regulatory exposure, abuse or harassment of Company personnel, non-cooperation, or circumstances beyond the Company's reasonable control.

### 8.4 EFFECT OF TERMINATION OR SUSPENSION

Upon termination or suspension, the Company has no obligation to continue service and is not responsible for pool conditions thereafter.

All outstanding balances become immediately due and payable.

The Company shall not be responsible for deterioration, contamination, algae growth, equipment damage, or other conditions occurring after service has been suspended or terminated.

### 8.5 NO OBLIGATION TO SECURE REPLACEMENT PROVIDER

Upon termination or suspension of service, the Company has no obligation to locate, recommend, or coordinate with any replacement service provider

### 8.6 GOVERNING LAW & EXCLUSIVE VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict-of-laws principles.

Any legal action, proceeding, or enforcement arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Maricopa County, Arizona, and the parties hereby irrevocably consent to personal jurisdiction and venue in such courts.

### 8.7 DISPUTE RESOLUTION

Prior to initiating formal legal proceedings, the parties agree to first attempt to resolve any dispute arising out of or relating to this Agreement through good-faith negotiation.

If the dispute cannot be resolved through negotiation, the parties agree to attempt resolution through non-binding mediation conducted in Maricopa County, Arizona, using a mutually agreed-upon mediator.

If mediation is unsuccessful, either party may pursue formal legal remedies in accordance with this Agreement.

### 8.8 WAIVER OF JURY TRIAL

To the fullest extent permitted by law, both parties knowingly, voluntarily, and intentionally waive any right to a trial by jury in any action or proceeding arising out of or related to this Agreement.

### 8.9 OPTIONAL BINDING ARBITRATION

At the Company's sole election, exercised prior to initiation of litigation, any dispute arising out of or relating to this Agreement may be resolved through binding arbitration administered by a recognized arbitration service in the State of Arizona. The arbitrator shall apply Arizona law and may award any relief available in court, including attorneys' fees and costs as provided in Section 10.6. Judgment on the arbitration award may be entered in any court of competent jurisdiction. The limitation of liability outlined in Section 7.1 applies regardless of the form of action and survives termination of this Agreement.

**Authorized Representative initials (Section 8):** \_\_\_\_\_ **Date:** \_\_\_\_\_

# SECTION 9

## OPERATIONAL LIMITATIONS, FORCE MAJEURE & RISK ALLOCATION

### 9.1 FORCE MAJEURE & UNCONTROLLABLE CONDITIONS

The Company shall not be liable for delays, service interruption, performance limitations, or pool condition changes resulting from circumstances beyond its reasonable control, including severe weather, storms, flooding, lightning, high winds, extreme heat advisories, power outages, utility interruptions, municipal water restrictions, government orders, regulatory actions, labor shortages, supply shortages, acts of God, vandalism, or third-party interference. Service schedules, routing, and performance expectations may be reasonably adjusted under such conditions without constituting a breach of this Agreement.

### 9.2 FEDERAL HOLIDAYS & WEATHER CONDITIONS

Service schedules may be adjusted due to federally recognized holidays or unsafe working conditions. If a scheduled service day falls on a federal holiday, service may be rescheduled within the same service week when reasonably possible based on route capacity and operational constraints. Federal holidays do not automatically entitle the Client to credits, refunds, or additional visits. Service may also be delayed or rescheduled due to severe weather, lightning, high winds, flooding, extreme heat advisories, or other conditions that present safety risks or prevent effective service performance. Temporary holiday- or weather-related adjustments do not constitute a service breach and do not entitle the Client to proration or credit unless otherwise required by law.

### 9.3 INSURANCE REQUIREMENTS

Client represents and warrants that the property maintains active general liability insurance applicable to pool operations and public use throughout the term of this Agreement. Client shall provide proof of such insurance coverage upon written request. Failure to maintain required insurance does not transfer risk or liability to the Company. The Company shall not be responsible for losses otherwise covered under the Client's property or liability insurance policies.

### 9.4 AUTOMATION SYSTEMS DISCLAIMER

If the property utilizes automated chemical feeders, ORP/pH controllers, timers, or remote monitoring systems, Client remains solely responsible for programming, calibration, and system operation unless separately contracted in writing. Routine observation during scheduled service visits does not constitute continuous monitoring, supervision, or warranty of automation systems. The Company shall not be responsible for controller malfunction, probe drift, software errors, automation failures, programming defects, or equipment communication failures beyond visual observation during scheduled visits.

**Authorized Representative initials (Section 9): \_\_\_\_\_ Date: \_\_\_\_\_**

## SECTION 10

### GENERAL PROVISIONS

#### 10.1 ASSIGNMENT

The Client may not assign, transfer, or delegate this Agreement without the prior written consent of the Company. The Company may assign this Agreement in connection with a merger, sale of assets, or business reorganization.

#### 10.2 NO WAIVER

Failure to enforce any provision does not waive future enforcement.

#### 10.3 SEVERABILITY

If any provision is invalid, the remaining provisions remain in effect and shall be modified to the minimum extent necessary to preserve intent.

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#### 10.4 SURVIVAL

Payment obligations, billing and collection provisions, limitation of liability, exclusion of damages, indemnification, dispute resolution, insurance requirements, and any provisions which by their nature should survive termination shall survive expiration or termination of this Agreement.

#### 10.5 AMENDMENTS

No modification is valid unless in writing, signed by both parties.

#### 10.6 ATTORNEYS' FEES & COSTS

In any action, arbitration, or proceeding arising out of or related to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, expert fees, court costs, and collection expenses.

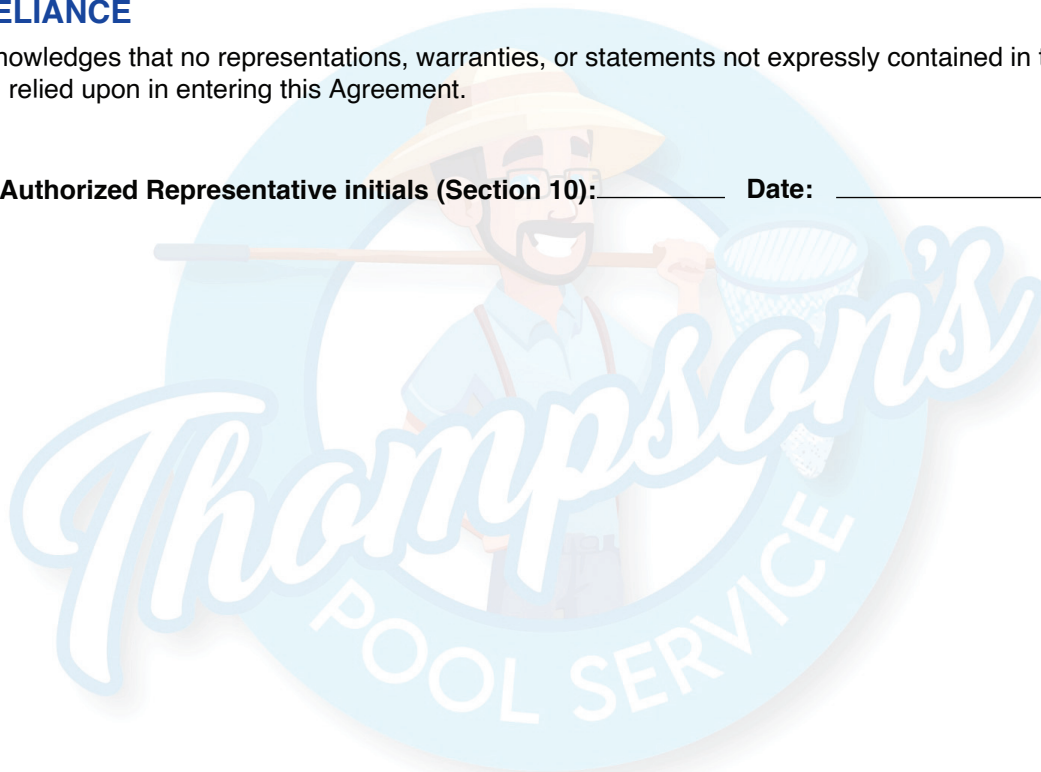
#### 10.7 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter and supersedes all prior or contemporaneous understandings, representations, or agreements, whether written or oral.

#### 10.8 NON-RELIANCE

Client acknowledges that no representations, warranties, or statements not expressly contained in this Agreement have been relied upon in entering this Agreement.

Authorized Representative initials (Section 10): \_\_\_\_\_ Date: \_\_\_\_\_



# EXECUTION PAGE

## COMMERCIAL SERVICE AGREEMENT

By signing below, the undersigned acknowledges that they have read, understand, and agree to all terms and conditions of this Agreement and represent that they have authority to bind the Client entity, where applicable.

### SERVICE PLAN SELECTION & CONFIRMATION (COMMERCIAL)

All Commercial Service Plans include full-service pool maintenance as defined in this Agreement. The ONLY difference between plans is service frequency. Client must select ONE (1) plan only.

Final pricing may be adjusted following on-site evaluation based on pool size, heating requirements, water loss, usage intensity, structural condition, and overall service scope.

- Commercial Service – 1x Per Week (Base Rate \$450/month)      Initials: \_\_\_\_\_
- Commercial Service – 2x Per Week (Base Rate \$700/month)      Initials: \_\_\_\_\_
- Commercial Service – 3x Per Week (Base Rate \$950/month)      Initials: \_\_\_\_\_

Service rates are subject to annual adjustment as outlined in this Agreement.

The final monthly service rate is determined based on pool size, gallon capacity, heating status, bather load, equipment condition, and regulatory exposure. The monthly rate reflected on the issued invoice constitutes the agreed monthly service rate for billing purposes and remains in effect unless modified in writing. Failure to dispute the initial invoice in writing within fifteen (15) calendar days constitutes acceptance of the invoiced monthly service rate.

### ELECTRONIC RECORDS & SIGNATURE CONSENT

Client consents to the use of electronic records, electronic signatures, and electronic delivery of documents in connection with this Agreement. Electronic signatures, initials, and acceptances shall have the same legal force and effect as original handwritten signatures.

Thompson's Pool Service LLC may rely on electronic records, timestamps, and audit trails as evidence of authorization, execution, and consent.

### CLIENT EXECUTION

Authorized Representative Printed Name: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Service / Property Address \_\_\_\_\_

Optional On-Site / Emergency Contact: \_\_\_\_\_