



## RESIDENTIAL SERVICE AGREEMENT

Thompson's Pool Service LLC ("Company") is an Arizona limited liability Company providing professional pool service and maintenance.

This Residential Service Agreement ("Agreement") establishes the terms under which the Company provides pool service. This Agreement is governed by the laws of the State of Arizona and applies to pools located within the Company's service area.

Service is provided on a **month-to-month** basis unless modified or terminated in accordance with this Agreement. Authorization for service may occur through execution of this Agreement, electronic acceptance, or written request for service.

This Agreement incorporates by reference the Thompson's Pool Service

Terms of Service and Privacy Policy available at:

<https://thompsonspoolservice.com/terms-of-service>  
<https://thompsonspoolservice.com/privacy-policies-1>

These policies supplement the terms of this Agreement and apply to all services provided by the Company.

## SECTION 2 | AUTHORIZATION, ACCESS & SAFETY CONDITIONS

**2.1 AUTHORIZATION TO ENTER PROPERTY** — Client authorizes Thompson’s Pool Service LLC (“Company”) to enter the property, pool area, equipment areas, and associated service locations for the purpose of performing scheduled pool service, inspections, chemical treatment, cleaning, brushing, equipment checks, and related maintenance during normal service hours or scheduled service windows.

**2.2 ACCESS REQUIREMENTS** — Client is responsible for providing safe and unobstructed access to the pool, equipment areas, gates, and surrounding service locations on each scheduled service day.

This includes unlocking gates, restraining pets, removing obstructions, providing necessary access codes or keys, and ensuring equipment areas remain accessible and safe for service personnel. Any unsecured animal or unsafe condition may be treated as a safety risk at the Company’s sole discretion.

**2.3 MISSED ACCESS & SERVICE COMPLETION** — If the Company cannot access the pool or equipment areas due to locked gates, unsecured animals, blocked equipment, denied access, or unsafe conditions beyond the Company’s control, the scheduled service visit will be considered completed and billed as scheduled.

The Company is not required to wait for access or return later the same day due to access restrictions. Repeated access issues may result in suspension or termination of service.

**2.4 SERVICE ROUTING & SCHEDULING** — Pool service is performed according to recurring service routes established by the Company. Service days may change due to route optimization, weather, holidays, technician availability, or operational needs. Service is considered fulfilled when one service visit occurs within the applicable service cycle.

Client acknowledges that pool service involves inherent risks including chemical handling, wet surfaces, mechanical equipment, and environmental exposure. Client remains responsible for the supervision of all persons on the property. The Company is not a lifeguard or safety monitor.

The Company may document pool conditions, equipment status, and completed service work through photographs or video for service records, billing verification, quality control, and dispute resolution. Such documentation may be relied upon as evidence of service conditions and completion.

Service may be skipped or suspended due to unsafe or hazardous conditions, including but not limited to unsecured animals, blocked access, construction activity, electrical hazards, or biohazards. The Company does not guarantee compliance with safety or building regulations and is not responsible for incidental cosmetic effects caused by normal chemical use.

## SECTION 3 | SERVICE SCOPE, PLANS & PERFORMANCE LIMITATIONS

**3.1 SERVICE SCOPE & PLAN-DEFINED COVERAGE** — Pool service is provided according to the Client’s selected service plan and any approved add-on services under this Agreement. Services, chemicals, labor, or maintenance items not expressly included are excluded unless separately authorized in writing.

Routine service may include skimming, brushing, vacuuming when conditions allow, emptying baskets, water testing and adjustment, and visual inspection of accessible equipment. Service reflects the observable pool conditions at the time of the visit and is deemed complete when the tasks specified in the selected service plan are performed.

**3.2 SERVICE CONDITIONS, EQUIPMENT LIMITATIONS & CHEMICAL DEMAND** — Service frequency is based on typical residential conditions, but may not be sufficient under all circumstances. Pool conditions may be affected by usage, debris, weather, contamination events, equipment performance, and other factors beyond the Company’s control.

Service assumes equipment is properly sized, functional, and reasonably maintained. Equipment deficiencies may limit circulation, filtration, sanitation, and water quality between visits.

**3.3 EXCLUDED SERVICES** — The following services are not included in routine service unless separately authorized in writing: tile cleaning, calcium removal, acid washing, surface restoration, bead blasting, pressure washing, cosmetic resurfacing, specialty chemical treatments, 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.

**3.4 COSMETIC VS SANITARY CONDITIONS** — Client acknowledges that cosmetic appearance and sanitary condition are distinct. A pool may be chemically balanced, safe, and sanitary yet exhibit cosmetic defects, including staining, discoloration, plaster variations, waterline buildup, or debris accumulation. The Company does not guarantee cosmetic perfection.

**3.5 INSPECTION LIMITATIONS & PRE-EXISTING CONDITIONS** — 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 other conditions not visible during routine service activities.

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

**3.6 WATER LOSS & 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. Client remains responsible for all water, sewer, and utility costs associated with pool operation, refilling, evaporation, backwashing, and maintenance.

**3.7 SERVICE PLAN AUTHORIZATION & BILLING CYCLE** — By initialing below, Client confirms selection of a service plan under this Agreement. The selected plan governs pricing, service frequency, scope of services, chemical coverage, and included maintenance.

Service plans operate on a monthly billing cycle. 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.

## SECTION 4 | AUXILIARY WATER FEATURE IDENTIFICATION

Client must disclose whether the property contains any separate bodies of water requiring independent circulation, filtration, or chemical treatment beyond the primary swimming pool. Auxiliary water bodies are standalone vessels operating independently from the primary pool system and require separate service authorization unless otherwise agreed in writing. The client is responsible for accurate disclosure. Undisclosed auxiliary water bodies may result in additional charges, service limitations, or suspension of service. Client must indicate whether any of the following are present:

- A standalone spa or hot tub not sharing circulation with the primary pool.
- A separate small pool or plunge pool (“spool”).
- A standalone fountain or decorative basin; or
- No auxiliary water bodies.

The Company reserves the right to verify the pool and equipment configuration to determine whether separate water bodies exist.

**4.1 CLARIFICATION OF INTEGRATED POOL FEATURES** — Features that share circulation and filtration with the primary pool system, including attached or spillover spas, sheer descents, scuppers, bubblers, deck jets, waterfalls, laminars, decorative returns, and raised wall spillovers, are not considered separate auxiliary water bodies and are serviced under the selected pool service plan unless otherwise authorized in writing.

## SECTION 5 | BILLING, PAYMENT TERMS & ENFORCEMENT

**5.1 INITIAL PAYMENT REQUIRED BEFORE SERVICE** — The first month of service must be paid in full and successfully processed before the first scheduled service visit.

**5.2 MANDATORY CARD ON FILE & AUTOMATIC PAYMENT AUTHORIZATION** — A valid credit or debit card must be maintained on file at all times. By executing this Agreement, Client authorizes the Company to automatically charge the card on file for recurring monthly service fees on or about the fifteenth (15th) day of each billing month. This authorization applies only to recurring service fees. Repairs, equipment replacements, and other non-routine services require separate approval unless otherwise authorized. Failure to maintain a valid payment method may result in immediate suspension of service.

**5.3 PAYMENT DUE DATE** — Monthly service invoices are due on or before the fifteenth (15th) day of each billing month. Accounts not successfully processed by 11:59 PM on the due date are considered unpaid.

**5.4 DECLINED PAYMENTS & SERVICE SUSPENSION** — If payment fails to process, service will be suspended, late fees will accrue, and the Company assumes no responsibility for pool conditions during the period of non-payment. Service may resume only after the account is brought current and remains subject to scheduling availability.

**5.5 LATE FEES** — Payments not processed within twenty-four (24) hours after the due date incur a late fee of Five Dollars (\$5.00) per day beginning on the second calendar day after the due date until paid in full.

**5.6 NO PRORATION, CREDITS, OR REFUNDS** — Service fees are not prorated for partial months or missed visits due to non-payment, access restrictions, unsafe conditions, weather, equipment failure, or other conditions beyond the Company's control. Payments are non-refundable once service has commenced, except where required by law.

**5.7 ROUTINE SERVICE AUTHORIZATION (OPTIONAL)** — Client may authorize minor service-level work and supplemental chemicals during routine visits up to the amount indicated below without separate approval: \$\_\_\_\_\_ per billing cycle. This authorization excludes major repairs, equipment replacement, plumbing modifications, and extended labor, resets each billing cycle, and requires a written modification to change. If no amount is selected, approval will be obtained before non-included work is performed.

## SECTION 6 | REPAIRS, WARRANTIES & LIABILITY

**6.1 REPAIRS WITHIN LICENSED SCOPE** — Thompson's Pool Service LLC ("Company") 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. The Company is not responsible for service limitations or damages resulting from pre-existing conditions, equipment deficiencies, improper installation, deferred repairs, or normal wear and tear.

**6.2 DECLINED REPAIR LIMITATION** — If the Company recommends repairs, equipment replacement, system corrections, or operational adjustments and the Client declines or delays such work, the Company shall not be responsible for resulting equipment failure, water quality deterioration, algae growth, increased chemical demand, or service limitations caused by the declined recommendation. Service effectiveness may be limited where recommended repairs are declined.

**6.3 DEPOSITS & PAYMENT TERMS FOR REPAIRS** — Deposits for repair work do not limit responsibility for additional costs arising from concealed conditions, pre-existing deficiencies, code compliance requirements, or system configuration issues discovered during repair.

**6.4 EMERGENCY REPAIRS** — In emergencies posing risk to equipment, water quality, safety, or property, the Company may perform corrective actions without prior estimate approval when immediate action is necessary to prevent further damage or deterioration.

**6.5 WARRANTIES & MANUFACTURER COVERAGE** — The Company does not manufacture equipment and provides no warranty beyond that offered by the manufacturer. Labor warranties, if provided, are limited and do not cover pre-existing conditions, misuse, improper operation, unauthorized modifications, environmental exposure, chemical imbalance, electrical issues, or normal wear and tear.

**6.6 OWNERSHIP OF MATERIALS & ENFORCEMENT RIGHTS** — All parts, equipment, and materials provided and installed by the Company remain the property of the Company until paid in full. Client 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, lien rights, UCC filings, or judicial recovery. Client remains responsible for all enforcement-related costs.

**6.7 LIMITATION OF LIABILITY, RISK ALLOCATION & INDEMNIFICATION** — To the fullest extent permitted by Arizona law, the Company shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising from or related to services performed under this Agreement. The Company's total cumulative liability for all claims shall not exceed the greater of (a) the total amount paid by the Client for services during the thirty (30) days preceding the event giving rise to the claim, or (b) Five Hundred Dollars (\$500.00).

Client acknowledges that pool ownership, operation, and service involve inherent risks including chemical exposure, water level fluctuations, slip hazards, equipment operation, suction forces, electrical systems, and environmental conditions. The Company does not guarantee specific water clarity, chemical readings, algae prevention, debris-free conditions, or cosmetic results where factors exist beyond the Company's control.

Client agrees to indemnify and hold harmless the Company and its owners, employees, and contractors from claims arising from pool use, property conditions, or the acts or omissions of occupants, guests, vendors, landscapers, or other third parties.

**6.8 CLIENT PROPERTY & DUTY TO MITIGATE** — Client is responsible for securing personal property and pool accessories before service. The Company is not responsible for loss or damage to items left in the pool or equipment area. Client agrees to take reasonable steps to mitigate damages upon discovery of an issue and promptly notify the Company.

## **SECTION 7 | TERMINATION, SUSPENSION & GENERAL TERMS**

**7.1 TERM OF AGREEMENT** — This Agreement operates on a month-to-month basis and remains in effect unless modified or terminated under this Section.

**7.2 TERMINATION BY CLIENT** — Client may terminate service by providing written notice. Termination becomes effective at the end of the current billing cycle. Written notice may be provided by email, text message, or other documented electronic communication. No prorated refunds or credits will be issued.

**7.3 SUSPENSION OR TERMINATION BY COMPANY** — Thompson's Pool Service LLC ("Company") 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, abuse or harassment of Company personnel, non-cooperation, or other circumstances beyond the Company's reasonable control. Service may also be suspended if pool or water conditions present chemical, structural, environmental, or biohazard risks until corrective measures are authorized.

**7.4 EFFECT OF TERMINATION OR SUSPENSION** — Upon termination or suspension, the Company has no obligation to continue service and assumes no responsibility for pool conditions thereafter. All outstanding balances become immediately due and payable.

The Company is not responsible for deterioration, contamination, algae growth, equipment damage, or other conditions occurring after service ends and has no obligation to locate, recommend, coordinate, or transition services to any replacement provider.

**7.5 NO ORAL MODIFICATIONS** — No oral statements, representations, or promises made by technicians, employees, or agents shall modify, expand, or override the terms of this Agreement. All modifications must be in writing and authorized by Thompson's Pool Service LLC.

**7.6 FORCE MAJEURE, WEATHER & SCHEDULING ADJUSTMENTS** — The Company shall not be liable for service delays, schedule changes, or interruptions caused by weather events, environmental conditions, governmental restrictions, supply disruptions, labor shortages, emergencies, or other circumstances beyond the Company's reasonable control.

Service schedules may be adjusted for safety, operational efficiency, holiday observance, extreme heat protocols, route changes, or emergency conditions. Such adjustments do not constitute a breach of this Agreement and do not entitle Client to credits, refunds, or proration.

**7.7 SURVIVAL OF TERMS** — All provisions which by their nature should survive termination or suspension shall survive, including payment obligations, limitation of liability, assumption of risk, indemnification, ownership and security interests, warranty disclaimers, and enforcement rights.

**7.8 ENTIRE AGREEMENT & SEVERABILITY** — This Agreement constitutes the entire agreement regarding pool service and supersedes all prior discussions or representations.

**7.9 ELECTRONIC RECORDS & SIGNATURES** — Client consents to the use of electronic records, electronic signatures, and electronic document delivery. Electronic signatures, initials, and acceptances have the same legal force and effect as handwritten signatures.

**7.10 ATTORNEYS' FEES & COSTS** — In any dispute arising from this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and associated legal costs.

# EXECUTION PAGE | RESIDENTIAL SERVICE AGREEMENT

By signing below, the undersigned acknowledges that they have read, understand, and agree to all terms and conditions of this Residential Service Agreement (“Agreement”). Client further represents that they are the legal property owner or are otherwise authorized to bind the property owner or responsible party to this Agreement.

Client acknowledges receipt and review of all sections of this Agreement before execution.

## SERVICE PLAN SELECTION & CONFIRMATION

(Select ONE service plan only)

Each service plan includes a defined scope of services, chemical coverage, and maintenance inclusions as outlined in this Agreement. Services, chemicals, labor, and materials not expressly included in the selected plan are excluded unless separately authorized in writing.

Pool size classification (Play vs. Dive) is based on water volume, depth configuration, and overall service demand.

A Play Pool generally refers to pools without a diving well and typically has a lower gallon capacity.

A Dive Pool generally refers to pools with deep-end configurations or higher water volume requiring increased chemical demand and service time. Thompson’s Pool Service LLC reserves the right to verify pool configuration and adjust classification if necessary.

**Client must select ONE (1) service plan:**

### STANDARD SERVICE

- Play Pool (\$130)
- Dive Pool (\$150)

### COMPLETE SERVICE

- Play Pool (\$190)
- Dive Pool (\$210)

### PLUS SERVICE

- Play Pool (\$150)
- Dive Pool (\$170)

### VIP SERVICE

- Play Pool (\$220)
- Dive Pool (\$240)

### AUXILIARY WATER BODY ADD-ONS (IF APPLICABLE)

- Standalone Spa | Jacuzzi | Spool (Independent from main pool circulation) – \$130
- VIP Standalone Spa | Jacuzzi | Spool (Includes quarterly drain and refill service) – \$150
- Standalone Fountain or Decorative Basin Service\*

\*Standalone Fountain or Decorative Basin — Service and pricing determined after inspection and written authorization. Additional services may require separate authorization in accordance with Company policies.

**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 Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Client Signature: \_\_\_\_\_

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

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