



RESIDENTIAL SERVICE AGREEMENT

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

This Residential Service Agreement ("Agreement") establishes the terms under which the Company provides ongoing pool service. Service is provided on a month-to-month basis unless modified or terminated in accordance with this Agreement.

Authorization for service may be established through execution of a service authorization document, electronic acceptance, or any written request for service.

This Agreement incorporates by reference the Company's Terms of Service and Privacy Policy, which are available at:

thompsonspoolservice.com/terms-of-service
thompsonspoolservice.com/privacy-policies-1

These incorporated documents form part of this Agreement and apply to all services performed by the Company.

Continued use of services constitutes acceptance of this Agreement and all incorporated documents.

SECTION 1 | AUTHORIZATION, ACCESS & SAFETY

1.1 AUTHORIZATION TO ENTER PROPERTY — Client authorizes Thompson’s Pool Service LLC (“Company”) to enter the property, pool area, and equipment areas as necessary to perform scheduled service, inspections, chemical treatment, cleaning, and maintenance.

1.2 ACCESS REQUIREMENTS — Client is responsible for providing safe, clear, and unobstructed access to all service areas on each scheduled service day. This includes:

- Unlocking gates
- Securing or restraining animals
- Removing obstructions
- Providing access codes, keys, or entry instructions
- Maintaining safe working conditions around equipment

Failure to provide proper access may impact service.

1.3 MISSED ACCESS & BILLABLE SERVICE — If access to the pool or equipment area is not available due to locked gates, animals, blocked access, or unsafe conditions beyond the Company’s control:

The scheduled service visit will be considered completed and billable

The Company is not required to wait or return later the same day

Repeated access issues may result in service suspension or termination.

1.4 SERVICE SCHEDULING & ROUTING — Service is performed according to established service routes. Scheduled service days may change due to:

- Route optimization
- Weather conditions
- Holidays
- Technician availability
- Operational needs

Service is considered fulfilled when one visit is completed within the applicable service cycle.

1.5 SAFETY CONDITIONS & SERVICE REFUSAL — The Company may skip or suspend service if conditions are unsafe or hazardous, including but not limited to unsecured animals, blocked access, construction activity, electrical hazards, or biohazards.

Service will resume once safe conditions are restored. The Company does not guarantee compliance with safety or building regulations.

1.6 ACKNOWLEDGMENT OF RISK — 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.

1.7 PHOTO & VIDEO DOCUMENTATION — 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.

SECTION 2 | SERVICE SCOPE & LIMITATIONS

2.1 SERVICE SCOPE & COVERAGE — Pool service is provided in accordance with the Company's defined service plans and any approved add-on services.

Services, chemicals, labor, and maintenance items not expressly included in the Company's defined service plans are excluded unless separately authorized.

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 condition of the pool at the time of service and is considered complete when the defined service tasks have been performed.

2.2 SERVICE CONDITIONS & ENVIRONMENTAL FACTORS — Service frequency and effectiveness are based on typical residential conditions but may not be sufficient under all circumstances.

Pool conditions may be affected by factors outside the Company's control, including but not limited to weather, debris, usage, contamination events, landscaping, and bather load.

Additional service visits, treatments, or chemicals may be required to maintain water quality under these conditions.

2.3 EQUIPMENT DEPENDENCY & SYSTEM LIMITATIONS — Proper pool function depends on equipment that is correctly sized, operational, and reasonably maintained.

The Company is not responsible for reduced service effectiveness caused by equipment failure, improper system design, inadequate circulation, filtration issues, or other mechanical deficiencies.

2.4 EXCLUDED SERVICES — Routine service does not include tile cleaning, scale or calcium removal, acid washing, surface restoration, pressure washing, blasting, cosmetic resurfacing, specialty chemical treatments, or services requiring third-party contractors unless separately authorized.

Routine brushing is a maintenance practice and does not prevent or eliminate staining, scale formation, or waterline buildup.

2.5 COSMETIC VS. SANITARY CONDITIONS — Client acknowledges that water chemistry and sanitation are separate from cosmetic appearance.

A pool may be chemically balanced, safe, and sanitary while still exhibiting cosmetic conditions such as staining, discoloration, plaster variations, scale buildup, or debris accumulation.

The Company does not guarantee cosmetic results or visual perfection.

2.6 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 or diagnosing hidden leaks, underground failures, internal corrosion, structural defects, or other conditions not visible during routine service.

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

2.7 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 is responsible for all water, sewer, and utility costs associated with pool operation, maintenance, and refilling.

SECTION 3 | AUXILIARY WATER FEATURE IDENTIFICATION

3.1 DISCLOSURE REQUIREMENT — Client is responsible for disclosing whether the property contains any additional bodies of water requiring independent circulation, filtration, or chemical treatment beyond the primary pool.

Auxiliary water features are standalone vessels that operate independently of the primary pool system and require separate service authorization unless otherwise agreed in writing.

Failure to disclose additional water features may result in additional charges, limited service, or suspension of service.

3.2 SEPARATE SERVICE REQUIREMENT — Auxiliary water features, including standalone spas, hot tubs, spas, fountains, or decorative basins, are not included in standard pool service unless specifically authorized.

3.3 INTEGRATED FEATURES CLARIFICATION — Features that share circulation and filtration with the primary pool system — including attached spas, spillovers, waterfalls, deck jets, bubblers, scuppers, laminars, and similar features — are considered part of the main pool and are serviced under the Company's standard pool service.

3.4 VERIFICATION OF SYSTEM CONFIGURATION — The Company reserves the right to inspect and verify pool and equipment configuration to determine whether additional bodies of water require separate service.

SECTION 4 | BILLING, PAYMENT TERMS & ENFORCEMENT

4.1 INITIAL PAYMENT REQUIREMENT — The first month of service must be paid in full and successfully processed before the first scheduled service visit.

4.2 CARD ON FILE & AUTOMATIC PAYMENT AUTHORIZATION — Client must maintain a valid credit or debit card on file at all times.

By engaging service, 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 to recurring service charges only. Repairs, equipment replacements, and other non-routine services require separate approval unless otherwise authorized.

Failure to maintain a valid payment method may result in suspension of service.

4.3 PAYMENT TERMS — Monthly service fees are due on or before the fifteenth (15th) day of each billing month. Accounts not successfully processed by the due date are considered unpaid.

4.4 DECLINED PAYMENTS & SERVICE SUSPENSION — If a payment is declined or fails to process, service may be immediately suspended. The Company assumes no responsibility for pool conditions during periods of non-payment.

Service may resume only after the account is brought current and remains subject to scheduling availability.

4.5 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.

4.6 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.

SECTION 5 | REPAIRS, WARRANTIES & LIABILITY

5.1 REPAIRS WITHIN LICENSED SCOPE — The Company may perform repairs, replacements, and equipment installations within the scope of its Arizona contractor license.

Work outside the Company's 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, improper installation, deferred repairs, or normal wear and tear.

5.2 DECLINED REPAIR RESPONSIBILITY — If the Company recommends repairs, equipment replacement, or system corrections and such work is declined or delayed, the Company is not responsible for resulting equipment failure, water quality deterioration, algae growth, increased chemical demand, or reduced service effectiveness.

5.3 DEPOSITS & ADDITIONAL REPAIR COSTS — Repair deposits do not limit responsibility for additional costs arising from concealed conditions, pre-existing deficiencies, code requirements, or system issues discovered during repair.

5.4 EMERGENCY REPAIRS — In situations where immediate action is necessary to prevent further damage to equipment, water quality, or property, the Company may take reasonable corrective action without prior approval.

5.5 WARRANTY DISCLAIMER — The Company does not manufacture equipment and provides no warranty beyond that offered by the manufacturer.

Any labor warranty, if provided, is limited and does not cover pre-existing conditions, misuse, improper operation, unauthorized modifications, environmental factors, chemical imbalance, electrical issues, or normal wear and tear.

5.6 OWNERSHIP OF MATERIALS & PAYMENT REQUIREMENT — All parts, equipment, and materials installed by the Company remain the property of the Company until paid in full.

5.7 LIMITATION OF LIABILITY — To the fullest extent permitted by law, the Company is not liable for indirect, incidental, or consequential damages arising from services performed.

Total liability for any claim shall not exceed the amount paid by the Client for services within the thirty (30) days preceding the event giving rise to the claim, or Five Hundred Dollars (\$500), whichever is greater.

5.8 ASSUMPTION OF RISK — Client acknowledges that pool ownership and service involve inherent risks, including chemical exposure, water conditions, slip hazards, and equipment operation.

The Company does not guarantee specific water clarity, chemical readings, algae prevention, or cosmetic results where factors exist outside of its control.

SECTION 6 | TERMINATION & SERVICE STATUS

6.1 MONTH-TO-MONTH SERVICE — Service is provided on a month-to-month basis and continues until terminated by either party.

6.2 CLIENT TERMINATION — Client may terminate service by providing notice to the Company. Termination becomes effective at the end of the current billing cycle.

No prorated refunds or credits will be issued for partial service periods.

6.3 COMPANY SUSPENSION OR TERMINATION — The Company may suspend or terminate service at any time, with or without notice, for any reason deemed necessary in its sole discretion.

Reasons for suspension or termination may include, but are not limited to:

- Non-payment
- Restricted or denied access
- Hazardous conditions
- Repeated access issues
- Declined or delayed repairs affecting service performance
- Interference with service or non-cooperation

Service may also be suspended if pool or water conditions present safety, environmental, or operational risks.

6.4 EFFECT OF TERMINATION OR SUSPENSION — Upon suspension or termination of service:

- The Company has no obligation to continue service
- The Company assumes no responsibility for pool conditions thereafter
- All outstanding balances become immediately due

6.5 SERVICE INTERRUPTIONS & SCHEDULING ADJUSTMENTS — Service may be delayed, rescheduled, or adjusted due to weather conditions, operational needs, holidays, or other factors outside the Company's control.

Such adjustments do not constitute a breach of service and do not entitle Client to refunds, credits, or proration.