

This agreement is entered into between Pool Service Professionals, LLC and <u>(Name)</u> on <u>August</u> <u>1, 2023</u> and is effective until changed or discontinued. Any changes to this agreement may be provided in writing, and will be available electronically.

By starting and/or continuing our services, you acknowledge that you understand and agree to the terms and conditions outlined in this document. This document outlines the regular services we provide as well as extra services we offer at an additional cost. The terms and conditions, policies, and services outlined in this document are subject to change at our discretion. We will do our best to communicate any changes that will impact the services we provide you.

SERVICES

Weekly pool service ("full service") includes:

Weekly: testing and adding chemicals (including chlorine, salt, pH, alkalinity, and stabilizer), brushing the walls, brushing tiles along the waterline, checking/emptying the skimmer basket, netting (skimming) the pool water surface, visual check of the pool pump equipment, *Green free guarantee As needed: vacuuming, emptying the pump basket

Once per month: flushing out the cartridge filter OR backwashing the DE filter.

*<u>Green free guarantee</u>: We guarantee the cleanliness of your pool as long as we provide weekly pool service as described above. If your pool develops algae or turns green due to improper care by us, we will turn it back to blue and clear at no additional cost to you. There are many circumstances beyond our control that can lead to algae growth in the pool. If circumstances beyond our control (including, but not limited to equipment failure, pool pump not running for adequate amount of time or running overnight instead of during the day, heavy rains, cleaning or pressure washing around the home, heavy use or use by animals, storms, etc.) cause debris and/or algae in your pool, we are happy to clean it up for you for an additional charge (to be determined based on the severity and nature/cause of the problem).

We offer filter cartridge replacements, salt cell cleaning, DE filter cleaning, long-term algae prevention products, calcium removal, and quad filter cleaning. These services are recommended to be performed at their regularly scheduled intervals but will be priced **in addition** to regular pool service and you will be billed upon completion of these services.

We will seek approval for any service that will incur additional costs beyond regular weekly pool service prior to performing said services.

INVOICING & PAYMENTS

You will be invoiced (billed) on the 16th of the month for regular pool service. Payments are due on the 30th of the month (payments for February are due the last day of February). The invoice date will always match the month pool service is provided for (unless otherwise explained on the invoice).

We do offer automatic payment options for most major credit cards and ACH bank transfer. You can also utilize your own bank's auto-pay feature to set up automatic payments from your bank to us. Please contact us to set up automatic payments or for more information.



We reserve the right to charge additional fees for credit card payments to cover credit card processing fees as deemed necessary (credit card companies charge us, on average, 4% of the amount paid by credit/debit card). We also reserve the right to charge for mailing paper invoices as deemed necessary.

LATE CHARGES

If your payment has not been received by 14 days after the due date, a \$10.00 late payment fee will be added to the invoice and you will be responsible for paying the late fee in addition to the original invoice amount. We reserve the right to send any account 60+ days past-due to a collections agency to collect payment and you may be responsible for paying additional fees associated with the collections process.

SERVICE TERM AND CANCELLATION POLICY

Service cancellations requested during the month will be effective on the last day of that same month. No refunds will be issued for partial months of service.

ADDITIONAL COST SERVICES

Pool Service Professionals, LLC will make every reasonable effort to maintain your pool in a safe and healthy manner. This may include advising you of **additional services** that may be necessary at additional cost as they fall outside the normal scope of work, such as the following:

Chemical surcharges if excess chemicals (beyond customary doses) are required

Phosphate or black algae treatments

Storm or other events requiring additional time or cleanings

Clean-up of broken glass, rocks, excessive debris, yard debris/lawn clippings, fecal matter, dead animals, or other potentially hazardous clean-ups

Adding water to or draining water from the pool

Additional visits due to excessive bather loads or animals entering the pool

Clean-up following deck pressure washing or other similar event that deposits significant amounts of dirt/debris into the pool

Post re-surfacing that requires start-up and maintenance procedures that are labor-intensive and use excessive chemicals

Instances when other chemical and mineral agents are required to maintain clear and balanced water conditions including coagulants, algaecides, sequestering or chelating agents, and flocculants

Additional cleaning due to equipment issues and/or equipment change-outs that may or may not result in downtime



HOLIDAYS & ALTERNATE SCHEDULES

Pool Service Professionals, LLC is a family owned and operated company and we strive to create a positive, family-centered, work environment. Our employees have families and need time off occasionally so they are ready to put forth their best efforts week after week. We recognize the following holidays throughout the year whereby the business operations will be closed: New-Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the Friday that follows, and Christmas week. During these holidays, we will make every effort to work ahead, and every attempt will be made to make sure your pool is in excellent condition and chemicals are plentiful to get through each holiday. During the Christmas week holiday, all schedules will be pushed forward one week. Additionally, you acknowledge that **no credit will be provided** for these planned skipped days of service and they have already been factored into your pool service pricing.

Occasionally, our employees get sick or have personal needs to take care of that require them to take a day off. We will make every reasonable effort to service your pool on the same day each week, but your service day (including time of day) is subject to change without notice to allow for these unexpected occasions.

ACCESS

You agree that we have the right to access the property the pool in which service occurs at during reasonable and customary times Monday-Saturday on a weekly basis without prior notice for the exclusive purpose of maintaining and servicing the pool. In the event a door or gate is locked and is preventing our access, we will make every reasonable effort to contact you to gain access. If we are unable to contact you and gain access, pool service for that week will be forfeited and no refunds or credits will be issued.

Gated communities: If you live in a gated community, it is your responsibility to notify us of any applicable gate codes or access procedures and keep that information up to date. If we are unable to access your community because of a changed gate code or entry procedure, we cannot guarantee service will occur until we receive the new code or access procedure. No refunds or credits will be issued in the event we cannot gain access to your community.

PETS & OTHER SITUATIONS

We require that all pets and animals are secured inside (or are secured in an area where they cannot reach the pool service technician) during pool service. If animals are not properly secured, the pool service technician reserves the right to refuse service. No refunds or credits will be provided. We will do our best to ensure all gates and doors are properly closed/latched before we leave, but it is your responsibility to double-check doors/gates before allowing your animals to be loose in the yard/pool enclosure area. We are not responsible for animal safety and security.

It is your responsibility to check that your child safety gates are properly secured before allowing children out to the pool area. Please do not assume all gates and pool fences are properly secured at any time. It's always a good idea to check the child safety fence every time before allowing children on the pool deck.



If you are in the pool area (deck, yard, or other clearly visible area near the pool) while pool service is taking place, please ensure that you are clothed in a manner that is generally and publicly acceptable. Our pool service technicians reserve the right to refuse service to any client who knowingly violates this request. No refunds or credits will be provided.

Our pool service technicians strive to be professional and courteous, however they cannot carry on conversations while providing pool service. They also cannot provide quotes or make any suggestions about repairs or services outside their scope of work. If you have questions or concerns about your pool service, repairs, or quotes please contact our office directly.

Our pool service technicians reserve the right to refuse service to any client who is treating them in a disrespectful or threatening manner. No refunds or credits will be provided.

PRICING

Regular pool service includes the services described on page 1 of this agreement, in the Weekly pool service ("full service") description. Many factors are used to determine the unique price for your pool including, but not limited to: pool size, average amount of dirt/debris per week, age/condition of pool surface, condition and functionality of the pool equipment (pump/filter/plumbing). The more time consuming a pool is to care for, the more expensive it is to service.

The **base price** for pool service that occurs weekly starts at \$125.00 per month. The price is based on the break-even cost of cleaning each pool and the current market average rate.

Your pool service price is TBD **\$0.00** per month. Here are the factors increasing/decreasing your price: (Price factors)

Discounts we can offer to reduce your price:

- No vacuum (client is responsible for vacuuming)
 - Price adjustment is based on pool size/average amount of debris.
 - We can recommend automatic cleaners/robotic cleaners if interested.
- Referral credits (refer a new client who signs up for regular service) = 1 FREE month!

We operate with honesty, integrity, and strive to provide the very best pool service in Central Florida. We take great pride in our work and promise to uphold our responsibilities outlined in this agreement. If you are not pleased with the service we are providing, or if you have questions or concerns about how we are caring for your pool, please contact us directly using the contact information below. We are proud to serve you and want to ensure your questions are answered.