

Pools By Steven Service Agreement

This Agreement is made this day between Cannavan's Clear Pools AKA "Pools By Steven" (hereinafter "CCP") and

_____,
(hereinafter "Customer") for services to be provided at

(Contact # ____ - ____ - ____). The Parties agree that Customer has contracted with CCP to perform pool and/or spa maintenance at the address specified above. The Parties agree that this is a monthly Service Contract and the Customer agrees to pay CCP monthly in advance of the services to be provided that month.

1. **Service Frequency and Fees:** The customer agrees to pay a monthly pool service fee of \$_____ each month for the service. For the following frequency rate of service (ex: daily, weekly, biweekly, ect. These dates may change via mutual verbal agreement.

- _____

- a. Each service stop can take from _____ minutes to a maximum of _____ hours depending on the agreed upon services provided.
 - b. Customers may request extended and additional service stops or request 'emergency service' for an additional \$_____ per visit which covers _____ of any labor; after that, it is an additional \$50/hr.
 - c. Individual repair visits are billed at \$55 hr plus parts and materials.
 - d. The Parties agree that circumstances can arise that affect or prevent CCP from performing pool and/or spa maintenance such as the weather, an illness, or a holiday. In such an event, CCP may elect to postpone pool and spa service until the next visit, not to exceed 5 visits each year. However, in no event shall pool and spa service be provided during the weeks of Thanksgiving and Christmas. In the event of inclement weather on the scheduled date of service pool(s) will be cleaned to the extent weather permits and only chemicals will be added.
 - e. The customer must ensure CCP has access to the service area on the scheduled service days, including gate entry codes, lock combinations, security guard verification, etc. If CCP is unable to access the service area for any reason, services will not be performed that day and the Customer shall not be entitled to a credit.
 - f. 'Subscription Maintenance Services' are paid in advance. For example: You pay for May at the beginning of May.

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2. **Payment:** Steven does not carry cash and prefers electronic trackable payment records. An invoice for next month's service will be emailed to you one week before it is due. Unless the invoice provided says otherwise, the payment is due on the 1st of the month and CCP accepts online payments easily. If payment is not received within 10 days of the due date, the Customer shall be in default. In the event of default, all services may or may not be postponed. The customer will assess a late fee penalty of \$25 per week if services have not been halted until they are current.
 - a. **In instances where the customer's cost is over \$3500 a 50% deposit may be required. Payment of each Repair Labor Invoice is due at the end of a repair being done.**
3. **Vacation/Holidays/Illness:** These dates are already accounted for in calculating the monthly service fee. Therefore, no credit is due. In the event of long-term illness CCP will provide a qualified technician to provide the services stated in this agreement. In the event of an equipment or service emergency, CCP will make every effort to return your calls and answer emails as quickly as possible. As stated above, emergency services are provided at a separate agreed-upon rate quoted on a case-by-case basis. CCP will be closed and service will not be provided as follows:
 - a. One week during the year. Usually Summer or Fall. (Customer will be notified of the week in advance)
 - b. Thanksgiving week
 - c. Christmas week.
4. **Services:** CCP shall provide the following services twice per week for two pools:
 - a. Pool vacuumed as needed/as time allows
 - b. Pool surface skimmed as needed
 - c. Filter backwashed as needed
 - d. Leak baskets cleaned
 - e. Pump baskets cleaned • Pool automatic controller operations inspected
 - f. Pool walls, floor, and tile to be brushed as needed
 - g. Water tested and balanced.
 - h. Filter cleaning is NOT included as a monthly service and will only be cleaned every 6 months (or as needed) unless extra service is required. Filters MUST be properly maintained for CCP to perform proper maintenance service. The filter medium for filter cleaning is to be provided by the Customer.
5. **Repairs:** Labor for repairs and equipment maintenance is not included in the monthly service fee.



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Unless a list of pre authorized repairs is provided all repairs will be discussed and approved before work has begun. CCP does not provide construction types of services. Just maintenance and above-ground mechanical diagnosis, repair and installation.

6. **Pool Supplies and Storage:** Customer agrees to supply and store all chemicals, parts, and tools onsite needed for the proper functioning and maintenance of both pools and their equipment.
7. **Disclaimer:** CCP shall not be responsible for any damage to property due to acts of nature, fire, vandalism, misuse, or abuse. Customers should be aware of the 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, CCP is not responsible for any damages or deterioration caused by the failure of a Customer to perform other services recommended by CCP, or by the failure of the Customer to properly maintain pool and equipment between visits and before CCP was hired.
8. **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 further agree that Customer shall give CCP 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 via mail at the offices of CCP.
9. **Mediation:** The Parties agree that any future disputes between them arising under this Agreement shall be decided by a mutually agreed upon mediator. The mediation shall take place in Los Angeles County, California. This Agreement shall be construed and is governed under the laws of the State of California.

Customer Signature: _____

Printed Name: _____

Date: _____ E-Mail: _____

CCP Signature: _____

Printed Name: _____

Date: _____ E-Mail: _____