MAINTENANCE AGREEMENT

This Pool Maintenance contract (the “contract” or “agreement”) is made as of \_\_\_\_\_\_ (the “effective date”) by and between \_\_\_\_ \_\_\_\_ of \_\_\_\_\_\_\_\_, and 4074 Pools and Spas LLC. Of 17103 E. Ohio Pl. #307 Aurora, CO. 80017.

4074 Pools and Spas LLC desires to provide Pool and or spa maintenance services to \_\_\_\_ \_\_\_\_and \_\_\_\_ \_\_\_ desires to obtain such services and is authorized to obtain services as the homeowner or authorized representative of the homeowner from 4074 Pools and Spas LLC.

THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

The terms of this agreement are valid during the following time period: \_\_\_1/1/2025 – 12/31/2025\_\_\_. This does **NOT** mean you are required to receive service every week or every month between these dates!! This merely specifies that receiving service at ANY TIME between the dates listed will fall under this contract’s accepted purview, prices and agreed upon terms.

The purpose of this agreement is for 4074 Pools and Spas LLC. to perform pool and/or spa maintenance as described below, to above CUSTOMER for a fee, to be paid as described below.

**1. Frequency of Service**: The frequency of service to be provided by 4074 Pools and Spas LLC:

 Every Other Week (Only available with signed approval from Adam Gore of 4074 Pools and Spas LLC. for customers who regularly clean and balance their body of water between visits. 4074 Pools and Spas recommends a minimum maintenance interval of 1x/week regardless of usage, to be able to keep chemicals balanced, inspect equipment for problems/leaks/equipment failures, as well as cleaned as needed. Letting pools run unattended for longer periods without attention is NOT recommended)

 x\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Adam S. Gore - Owner)

 Weekly (Day tbd by 4074 Pools and Spas) [$/visit x 14 visits = $ contract total \ 12 months = $/month]

 Twice a Week (tue/thur) [$/visit x 28 visits = $ contract total \ 12 months = $/month]

 Three times a week (mon/wed/fri) [$/visit x 42 visits = $ contract total \ 12 months = $/month]

 Four times a week (mon/wed/fri/sat) [$/visit x 56 visits = $ contract total \ 12 months = $/month]

 Five times a week (mon-fri) [$/visit x 70 visits = $ contract total \ 12 months = $/month]

 Every Day (mon-sun) [$/visit x 98 visits = $ contract total \ 12 months = $/month]

1. CUSTOMER is entitled to change said frequency by notifying 4074 Pools and Spas LLC, 2 weeks in advance of changing said frequency. Rates are subject to change.
2. All services require CUSTOMER to maintain proper water levels in pool/spa. If water levels are not adequate, 4074 Pools and Spas LLC will add water while we are there, provided there is a reasonable means of adding it, but if level is too low to perform services, 4074 Pools and Spas LLC will **not** provide services and CUSTOMER **will be charged** for the visit. If services are able to be rendered, and water is added, but additional water is still required, it will be notated in your SKIMMER email you receive after each visit. Customer is responsible for raising the water level in all bodies of water (Looking for an easy auto fill that is easy to setup, isn’t permanent, and simply attaches to your garden hose and sits at the ledge of your pool/spa to maintain your water level between visits? Check out the “Rola-chem M-3000-1 Pool Sentry” available for sale on Amazon. It is an inexpensive and effective way for your body of water maintain the correct level at all times!)
3. All Rates include up to 1 hour of standard services to be performed. Additional hours spent maintaining pool/spa beyond the standard hours may result in additional charges billed at the regular service rate/hour (e.g., Fall season leaves, heavy pollen, party cleanup, etc.)

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 Homeowner/Representative Signature Date

**2. Missed Service Calls**: In the event of inclement weather (heavy rain, hail, thunder/lightning within 12 miles, freezing temperatures, etc.) on your service day, the pool/spa will NOT be cleaned, however equipment and chemical checks will be done, and any chemicals needed, will be added if weather permits. In some cases, the tech may be able to reach out ahead of time and offer the option to skip the visit for the week, avoiding any charges. In this case, it is HIGHLY recommended that the customer performs basic maintenance tasks in this case (i.e., empty skimmer basket(s), skim surface, backwash sand filters, refill chlorinator, etc.) If service or partial services are rendered, service will **not** be rescheduled, and you will be charged full price for a maintenance visit. (In the event that you believe that a service call was missed for reasons other than those stated previously or in the below 2 sections, please contact 4074 Pools and Spas LLC. **within 24 hours**, and the missed call will be made up.)

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 Homeowner/Representative Signature Date

**3. Services to be performed each visit (as needed)**:

1) Clean Tiles

2) Brush Walls

3) Skim Water Surface

4) Vacuum The Floor

5) Backwash Filter

6) Empty Pump Basket

7) Empty Skimmer Baskets

8) Test water chemistry (chlorine, PH, Alkalinity, Calcium, Cyanuric Acid and salt and phosphates where appropriate)

9) Balance water (Add Chemicals)

10) Add Water (Technician will add water, if necessary, and reasonable means to fill are available while they are on site)

Additional services visits may be needed and billed extra above the normal service fees (e.g., extra visits before/after heavy pool use (i.e., Pool party,) storms debris removal, heavy pollen, recovery (severe algae or pollen problems), small animal removal, and debris removal caused by an outside source). All services are performed and billed on an as needed basis.

**4. Work Needed/Recommended:**

Urgent (Needed for system to function safely and be used, or work is past its regularly recommended service interval):

a)

Should Do (Is highly recommended for optimal functionality or work is AT its regularly recommended service interval):

a)

Can Do (Things that are NOT urgently required for safety or normal operation but may optimize, enhance, exceed or stay ahead of potential issues):

a)

**5. Customer Responsibilities:**

1. The Customer is aware and acknowledges that 4074 Pools and Spas uses software called “Skimmer,” during the completion of our duties to provide a record of our visit and as a direct communication interface between 4074 Pools and Spas LLC and the Customer. While our techs are on site, they will fill out a Skimmer report through an app on their phones, which will be emailed to the customer automatically at the completion of every visit. This report will detail what occurred during the visit. If it is a maintenance visit, the customer will get a report of what the chemical readings were as well as any dosages of chemicals we added as week as services performed during the visit. Lastly it will include 1 or more photos of the body(ies) of water serviced before we leave (for maintenance calls ONLY.) The customer understands that this photo is added at the end of the maintenance stop and the app is NOT CAPABLE of uploading a photo from a gallery, or after the tech has left the property and the tech may not finish the stop in the app (by design), without adding a photo first to confirm what the water looked like at the completion of service before we leave. Additionally, **any communication from 4074 Pools and Spas LLC. to the customer will appear in the messages section at the bottom. This is where the customer will be made aware of any problems or issues, needs, or comments regarding the work performed or needing to be performed. Customer agrees to provide a valid email address for the reports to be sent to, as well as to ensure the skimmer emails are not flagged as spam or junk mail and read the weekly reports to make sure you check for any messages from 4074 Pools and Spas LLC.** **4074 Pools and Spas LLC is NOT responsible for a customer failing to read the report, update email address, authorize purchases/services, respond to requests, etc.**

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 Homeowner/Representative Signature Date

1. These service options require the CUSTOMER to maintain the pool/spa during the periods of time between visits. Failure to perform standard tasks (Sec. 3) may result in unbalanced chemistry and increased cost to CUSTOMER. CUSTOMER is not bound by the frequency of service for the length of the agreement.

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 Homeowner/Representative Signature Date

2. Remove any standing water and debris from pool cover **PRIOR TO OUR ARRIVAL** or service will not completed and customer will be charged full price for a maintenance visit.

3. Customer must provide a clear and reasonable means of access for tech(s) and equipment to get to access pool/spa, on the day of service. This includes, but is not limited to: Leaving gate(s), pump rooms, pool covers, chemical storage unlocked/available, clearing pathways, putting up dogs or other animals that are protective/aggressive/not responsive to voice commands, snow/ice removal / treatment when snow/ice present, excessive feces in the work area, etc. If CUSTOMER fails to do this, tech will reach out to the phone number on file to resolve the situation while they are on site. If there is no answer, they will leave a message, and allow 10 minutes from the time of the call for a remedy. If no response is given in the time frame or if the situation cannot be remedied in a timely manner the technician will leave and the CUSTOEMR will be charged for a regular maintenance visit or for 1 hour service charge. **Whichever is greater.**

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 Homeowner/Representative Signature Date

 4. Customer is responsible for keeping pump equipment areas maintained. Grass, weeds, leaves, debris, old/unused parts/chemicals, deck furniture, pool toys, etc. all pose potential harm to equipment, and unfavorable work environments for our techs and shorten equipment life. Air flow and circulation are PARAMOUNT for pumps, heaters, heat pumps, motors, electronic equipment, etc. Being able to access and reach equipment drain plugs, etc. is absolutely necessary. Please keep any and all debris in an area away from equipment. Additional or unnecessary clutter also causes a tripping hazard for our technicians which can result in unintentional damage, which we are not responsible for or personal harm. Landscaping should also be trimmed back appropriately around any equipment producing heat, ESPECIALLY above/around heaters, and leaves/pine needles & straw build up around pumps, 4074 Pools and Spas LLC are NOT responsible for moving or relocating your belongings to acquire appropriate access. Failure to do so will result in an item(s) not being able to be completed during your visit or in the worst cases a missed visit, which CUSTOMER WILL BE CHARGED for.

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 Homeowner/Representative Signature Date

 5. Customer should be aware of normal deterioration of equipment that occurs over time due to exposure, chemicals, salt and sunlight, normal wear and tear, etc. Due to these factors, 4074 Pools and Spas LLC recommend other periodic services (e.g., Annual tune- up of equipment, filter cleanings, sand changes, acid washing salt generators, etc.) above normal maintenance. If the CUSTOMER does not agree to recommended maintenance of equipment as necessary, The CUSTOMER assumes all risks and damages associated with the possibility of equipment failure. The CUSTOMER is responsible for maintaining equipment by authorizing recommended service to equipment. 4074 Pools and Spas LLC. is not responsible for any damages or deterioration or other costs caused by a product or material failure or failure of CUSTOMER to perform other services recommended by 4074 Pools and Spas or by failure of CUSTOMER to properly maintain pool and equipment between visits. If you have any complaints or concerns regarding frequency or completeness of service, you must call 4074 Pools and Spas within 24 hours after the service occurred or was scheduled to have occurred.

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 Homeowner/Representative Signature Date

 6. Customer must remove, PRIOR to your regular maintenance day(s), any and all toys, dive sticks, dive rings, torpedoes, goggles, snorkels, pool toys, floats, rafts, other inflatables, etc. from the pool/spa before service to avoid the risk of damage or loss.

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 Homeowner/Representative Signature Date

 7. Customer must provide a trash receptacle for 4074 Pools and Spas LLC to throw away trash related to pool care. It can be in the pump area. It could be a household trash can that is located outside and is accessible to 4074 Pools and Spas LLC during visits. If trash can is located indoors such as in a garage, 4074 Pools and Spas LLC needs to be granted access to that location. Customer agrees to keep trash receptacles emptied regularly.

Trash Bin will be located: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 Homeowner/Representative Signature Date

**6. Compliance with Laws:** 4074 Pools and Spas LLC. shall provide the services in a workmanlike manner, and in compliance with all applicable federal, state, and local laws and regulations including but not limited to all relevant provisions of the Fair Labor Standards Act, the Americans with Disabilities Act, The Federal Family and Medical Leave Act as well as The Virginia Grahm Baker Act. All work is performed or any conflict to arise shall be resolved in accordance with the following applicable codes:

Electrical: NFPA 70 2023 National Electrical Code

Plumbing: 2021 National Standard Plumbing Code

Ducting/Mechanical: 2021 Uniform Mechanical Code

Natural Gas: NFPA 54 2021 National Fuel Gas Code

Liquid Propane: NFPA 58 2020 Liquified Petroleum Gas Code

Pool Building/Pool Service/Pool Maintenance: 2021 Uniform Swimming Pool, Spa and Hot Tub Code, 2021 ISPSC International Swimming Pool and Spa Code, and National Swimming Pool Foundation Pool & Spa Operator Handbook

**7. Chemicals**: Chemicals are added each service visit from CUSTOMER'S inventory of bulk chemicals. Customer will purchase bulk quantities (see list below) of chemicals from 4074 Pools and Spas LLC. which will be kept at the CUSTOMER’S pool area in a dark, dry (and preferably cool) location. 4074 Pools and Spas LLC. will manage chemical inventory, adding what is needed to the body(ies) of water on each visit. As chemical quantities get low, the customer will be notified through Skimmer Report of the current quantity and request permission to bring more on the next visit. If CUSTOMER does NOT have auto approval for chemicals selected, and fails to approve the request, the CUSTOMER will be responsible for any results and added expenses incurred as a result of NOT having said chemical(s) when it was needed. **Once approval is given for a purchase, the sale is FINAL!!** **Chemical sales will NOT be accepted as returns!**

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 Homeowner/Representative Signature Date

List of standard chemicals recommended to be kept at each body of water (quantities may vary based on how MANY bodies of water as well as the size of the body(ies) to determine if more than 1 set should be maintained. There are some slight variances for specific sanitizer systems (i.e. chlorine pucks, liquid chlorine, bromine, salt, peroxide, etc.) but the regular chemicals to expect to keep on site are (pricing subject to change.) 4074 Pools and Spas will make every effort to use any existing chemicals that are still deemed to be safe to use already on site first. 4074 Pools and Spas LLC will deliver any chemicals required within the next scheduled maintenance week of it being available for pickup. There is no additional charge for having these chemicals delivered as needed. Chemicals must be stored in a cool, dry, dark place. DO NOT STORE NEAR GARDENING FERTILIZERS, FLAMMIBLE SUBSTANCES, FUEL SOURCES OR OPEN FLAMES! This pricing was last updated 1/1/2025:

50# Bucket 3” Chlorine Pucks (Slow-release sanitizer) -$397.98

25# 73% Granular Calcium Hypochlorite (Shock) -$255.10

50# Sodium Bicarb (Alkalinity Up) -$57.00

50# Soda Ash (Ph Up) -$50.14

4x1 gallon cs of Muriatic Acid (Ph and Alkalinity down) -$72.48

50# Calcium Chloride Flake (Calcium Hardness Up) -$47.00

Qt. Pro Team Power Enzymes (Live enzyme added to eat biologicals such as dead skin cells, sweat, lotion, detergents, perfume/cologne, sunblock, etc. It also reduces sanitizer usage, by removing all the aforementioned contaminants) -$14.42

Qt. Pro Team Phosaway Extreme Phosphate Remover (This product removes phosphates from the water, which function as “food or algae.” Maintaining the phosphate level UNDER 200ppb is essential to keeping swimmers safe, and keeping the sanitizer use down while maintaining crystal clear water. -$50.44

Qt. Pro Team Microfloc Clarifier (This product aids in remove fine debris in suspension from the pool water. It also helps remove the clouding that is sometimes caused with the use of Phosphate removers.) -$44.46

Qt. Pro Team Tile and Vinyl Cleaner (This product is used in cleaning the waterline tiles of pools and spas as well as vinyl liners and the waterline of fiberglass pool shells. -$21.58

**Total -$1,027.18 + tax**

\_\_\_\_ acknowledges that 4074 pools and spas LLC. does not purchase or use under any circumstance, any chemicals, parts, or materials from 3rd party retailers such as Amazon, Intheswim.com, Leslie’s, Doheny’s, Walmart, Home Depot, or others of the like. Our parts and chemicals are purchased through the largest licensed distributor in the world (PoolCorp). This ensures both quality and accountability for the products we provide. It also allows the manufacturer to track a product shipped through licensed distributors, and installers enables extended warranty terms with manufacturers on equipment, where “e-commerce” models that can be purchased through these 3rd party vendors receive shorter and more limited warranty terms. Additionally, it ensures the freshness of chemical products, as well as the purity of the product. These retailers frequently list these products at costs cheaper (up to half or MORE!) than what we purchase our products for as retailers, before any markup is even added. How do they do that? They purchase leftover chemicals from licensed distributors that are a season (or more) older and sell it under a house or generic label at a cheaper price. They carry less potent formulations with more filler, etc. There are all kinds of ways for them to cut cost, but it is like comparing apples to oranges in terms of quality, which is another reason 4074 Pools and Spas NEVER does this. This is all in an effort to protect both the client from expensive problems, as well as 4074 Pools and Spas LLC. from potential liability. Our insurance does not allow us to make sacrifices, because of the amount of liability it opens both of us up to in the event of a part failure or chemical reaction as well as them. So you can always be assured that you are getting the best quality, fresh chemicals and new manufacturer direct parts.

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 Homeowner/Representative Signature Date

**8. Automatic Approvals:**

Automatically approve **Chemical orders** under $\_\_\_\_\_\_\_\_. (Recommended $500) These will be purchased, delivered, and billed without prior notification. Chemical orders above the amount listed here will require authorization from CUSTOMER.

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 Homeowner/Representative Signature Date

Automatically approve **Parts/Repairs** under $\_\_\_\_\_\_\_\_. These will be performed and billed without prior notification. Repairs above the amount listed here will require authorization from CUSTOMER.

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 Homeowner/Representative Signature Date

**9. Opening and Closing**: Opening and closings are additional services offered beyond regular maintenance and are additional charges above the normal maintenance fees described in section 9 of this contract. Depending on the condition of the pool at opening, additional service visits may be needed and there will be additional charges above those billed for opening stated below. Standard prices for these services are listed below. CUSTOMER must schedule an appointment for opening and closing.

Requested Pool Opening Date (optional) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Requested Pool Closing Date (optional)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**10. Pricing**: The CUSTOMER agrees to pay 4074 Pools and Spas LLC. $\_\_\_\_ per visit based on pool L\_\_’\_\_ x W\_\_’\_\_ x avg D\_\_’\_\_ x7.5 = \_\_\_\_ Gallons and Spa L\_\_’\_\_ x W\_\_’\_\_ x Avg D\_\_’\_\_ x 7.5 = \_\_\_\_ Gallons. Standard labor rate for service calls/repairs are: a trip fee of $75 and a min. hourly charge of $150.00 per man hour. Draining and refilling is $100.00 per hour or portion thereof. All standard Openings and Closings are charged at $225 base price (Based on $75 trip fee and 1 hour of labor @ $150) plus any additional time (@ $150/hr.) plus any parts/chemicals required. Any underwater scuba work (patching concrete, replacing main drain covers, some pool light work, etc.) will be charged at $300/hr. Leak detection will be charged at $800.00 FLAT RATE **paid up front** with repairs being priced IN ADDITION per job. All prices are subject to change without written notice.

 Residential Pay As You Go – Invoice for the labor, chemical, parts, etc. will be sent for payment as visits are completed.

 Residential Monthly Payment Plan – One monthly invoice sent out at the end of each month for all services rendered during that month, as well as any parts or chemicals delivered.

 Commercial Monthly Payment Plan – \_\_\_\_ estimated total visits between \_\_\_5/7/2024\_\_\_ and \_\_\_9/2/2024\_\_\_ over 1 year period. Each visit charged at a rate of \_\_\_$\_\_\_ per visit for a yearly contract total of \_\_\_$\_\_\_. Broken down over 12 months, in 12 payments, making the MONTHLY payment \_\_\_$/mo.\_\_\_. There are no finance or interest charges associated with the payment plan. This is a plan provides a smaller consistent monthly payment to budget for, rather than paying nothing for 8 months (Oct-May) of the year but paying a much higher rate for 4 months (Jun-Sept) of the year. There are NO finance or interest charges for this payment method.

**11. Payment**: (Please initial one option)

**Accepted Forms of Payment:**

\_\_\_\_\_\_\_\_\_Cash

\_\_\_\_\_\_\_\_\_Money Order (made payable to Adam Gore)

\_\_\_\_\_\_\_\_\_Business Check (made payable to 4074 Pools and Spas; NO PERSONAL CHECKS ACCEPTED)

\_\_\_\_\_\_\_\_\_PayPal direct payment (sent to SC4074Pools@yahoo.com)

\_\_\_\_\_\_\_\_\_Major credit cards (Master, Visa, Discover, Amex)

**Billed**. **Payment for service rendered is due upon receipt and no later than 7 days from the initial date of invoice.** After 7 days, there will be a late fee applied to the invoice. The late fee schedule is based on how many times within the current contract period payment has been late during the given season.

|  |  |
| --- | --- |
| # of late payments | Late Fee |
| 0-2 | $35 |
| 3-5 | $50 |
| 6+ | $75 |

If a check is returned, there is a $50 returned check fee applied to the remaining invoice balance, which is due immediately. 4074 Pools and Spas LLC reserves the right to stop providing any and all services at any time once the customer has any invoice at least 7 days past due.

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 Homeowner/Representative Signature Date

**12. Late Payments/Fees:** Any payment is considered late if not paid by the above aforementioned statements (Sec. 8&9). Any amount outstanding for 30 or more days will bear interest at the rate of 8% percent per annum, or the maximum percentage allowed under applicable laws, calculated on the amount owed from the date on which it became due and payable until paid. A late fee will apply in accordance with 4074 Pools and Spas LLC. policy and procedures. After 30 days from the due date of the invoice, Lien proceedings against the property will be initiated. The homeowner will receive a certified letter of intent to lien, and if payment is not received within 10 days of that letter being sent a lien will be filed. All additional costs associated with the collection of past due invoices shall also be the responsibility of the customer up to and including but not limited to: Filing costs, Court Fees, Attorney’s Fees, Hiring debt collection agencies, etc. As a final resort, 4074 Pools and Spas LLC., reserves the right to employ a debt collection agency in an effort to collect a debt, which may result in the debt being reported to credit reporting agencies and impact your credit rating.

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 Homeowner/Representative Signature Date

**13. Insurance:** Before work begins under this contract, 4074 Pools and Spas LLC. Shall furnish certificate of Insurance (upon request) to \_\_\_\_\_\_substantiating that 4074 Pools and Spas LLC. Has placed in force valid insurance covering its full liability under the laws of the State of Colorado and shall furnish and maintain general liability insurance, for property damage incurred in rendering the services.

**14. Disclaimer**: 4074 Pools and Spas will not be responsible for any damage to property due to acts of nature, fire, vandalism, neglect, misuse, or abuse. 4074 Pools and Spas LLC. is not responsible for the performance of any chemicals it does not sell. All **Service Work** performed will be subject to the terms of the “service work contract” even if not specifically filled out and signed for a given job. \_\_\_\_\_\_ acknowledges they have received a blank copy of the service work contract from 4074 Pools and Spas LLC with this maintenance contract and are aware of and agree to the terms of service.

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 Homeowner/Representative Signature Date

**15. Termination**: This agreement may be terminated thirty (30) days after either party receives written notice of intent to terminate from each other. This agreement may be terminated immediately if all balances are paid in full regardless of any CUSTOMER dispute. For COMMERCIAL 12-month payment plans, the FULL balance to date must be paid in full, (not just that month’s payment). For Customers paying as they go, the contract may be terminated as soon as any open balances are paid in full.

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 Homeowner/Representative Signature Date

**16. Jurisdiction Venue**: Resolution of all disputes arising pursuant to this Agreement shall be in either the Magistrate or Superior Courts Colorado, as appropriate. The parties submit to the jurisdiction of said Courts and agree that venue is proper in such Courts. If 4074 Pools and Spas is required to bring suit against CUSTOMER or take any other measures including hiring an attorney, to collect any sums due under this agreement, CUSTOMER will be responsible for all expenses incurred by 4074 Pools and Spas, including court costs and attorney's fees.

**17. Confidentiality** 4074 Pools and Spas LLC. and its employees, agents or representatives will not at any time, or in any manner, either directly or indirectly, use for the personal benefit of 4074 Pools and Spas LLC., disclose, divulge, or communicate in any matter, any information that is proprietary to the CUSTOMER.

**18. Waiver of Contractual Right** The failure of either party to enforce any provision of this contract shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this contract.

**19. Entire Agreement** This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other contract or agreement whether oral or written concerning the subject matter of this agreement. Any amendments must be in writing and signed by each party. This agreement supersedes any prior written or oral agreements between the parties.

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 Homeowner/Representative Signature Date

**20. Severability** If any provision of this agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds any provision would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**21. Amendment** This agreement may be modified or amended in writing if the writing is signed by each party.

Owner:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Homeowner

Contractor:

4074 Pools and Spas

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Adam Gore

 Owner 4074 Pools and Spas LLC