



CA License# C53-898452

SWIMMING POOL/SPA SERVICE ESTIMATE AND AGREEMENT

{Name of HOA, Apartment, Etc.}
{Name of Management Co.}
{Management Co. Street Address}
{City, State, Zip}

Amazing Pools & Spas, Inc. (hereinafter called The Company) agrees to service the swimming pool/spa for the customer listed above, who agrees to pay for the service outlined below and in accordance with the terms hereinafter set forth in this agreement. A qualified Company pool technician will perform the following services, as necessary, each visit:

- Clean all skimmer and pump baskets associated with the pool/spa
- Water chemistry analysis, based on the Langelier Saturation Index
- Skim water surface to remove floating matter
- Brush pool/spa walls, and water line tile
- Vacuuming bottom of pool
- Backwashing
- Treat water with the necessary chemicals to meet the health department, and the National Swimming Pool Foundation's standards. All chemicals needed to treat the pool/spa water under normal conditions are provided with the service.

AMAZING POOLS & SPAS, INC. IS NOT RESPONSIBLE FOR MAINTAINING THE PROPER WATER LEVEL, EXCESS DEBRIS IN POOL/SPA DUE TO ACTS OF NATURE, GARDENING AND VANDALISM, CLEANING AND/OR REMOVAL OF OIL, SCUM, AND CALCIUM STAINING ON TILE OR ANY STAINING ON POOL PLASTER. Since plaster is composed of natural materials, a certain amount of shading, staining, and color variation is to be expected. Different forms of staining do occur in all pools and with proper chemistry can be held to a minimum. WE ARE ALSO NOT RESPONSIBLE FOR LOST ANIMALS.

The charge for the foregoing service will go as follows:

}\${COST} per month for {#} visits per week during spring/summer months (April – September)

}\${COST} per month for {#} visits per week during fall/winter months (October – March)

Payments shall be made payable to Amazing Pools & Spas, Inc. This contract shall renew on the anniversary date of this contract every year with a 3% cost of living increase unless otherwise stipulated by the Board of Directors. **THIS AGREEMENT MAY BE CANCELLED ANYTIME BY EITHER PARTY BY WRITTEN NOTICE 30 DAYS PRIOR TO THE DATE SERVICE IS TO BE DISCONTINUED.**

OTHER TERMS TO NOTE:

Holidays and Vacations: The Company observes 6 major holidays. There will be chemical service only on Memorial Day, Independence Day, Labor Day. There will be no service on New Year's Day, and the weeks of Thanksgiving and Christmas. Your pool will be prepared chemically to make it through these absences. These holidays are full invoice price.

Service Dates: The days of service are subject to change without prior notice. The service days will most likely change with each seasonal transition, as the number of visits for the majority of our service accounts increase/decrease as agreed. We will be sure to space the visits out with as many days in between each visit as possible to allow for more consistency in service.

Bad Weather: Unfortunately, the weather is not always sunny. On the days when it is raining, excessively windy or otherwise hazardous the chemicals in your pool will be balanced and your baskets will be emptied. There will be no vacuuming or netting until the following visit (weather permitting).

Access to pool is blocked or obstructed: If the service technician arrives on the service date and cannot get to your pool due to circumstances beyond his control, there will be no discount for the missed service since he showed up to clean the pool. If the company is given at least 72 hours prior notice that access to the pool will be obstructed we will work with you to re-schedule to a different day of the week or not show up at all, in which case your monthly invoice will reflect that visit with no charge. You must speak to somebody personally. If your technician shows up and can't get to your pool and you require the pool to be cleaned the same week there will be a service charge for the return trip.

Invoicing: Invoices are given on the 1st of every month by mail, fax, or email. Payment is due within 30 days. If payments are not received by the invoice due date a \$5.00 late fee will be assessed to the next months invoice.

Bounced Checks (NSF Fee): There is a \$25.00 charge for bounced checks (Non-Sufficient Funds).

Filter Cleaning: All DE and cartridge filters related to the pool(s), spa(s), and water features need to be cleaned approximately 3 times a year. The cost is \${COST} for each cleaning. Any repairs or replacements of parts are an additional charge. There may be more frequent filter cleanings due to bather load, amount of debris, or other conditions beyond the company's control. Replacing sand in sand filters will have varying charge.

Water Level: If automatic water fill equipment is installed on any existing pool/spa, we will take responsibility for monitoring said equipment to make sure it is functioning properly and the water level is kept at the appropriate level. If there is no equipment, we will not be responsible for maintaining the water level in the pool/spa. If the equipment needs repair or replacement and we are not given the approval to fix the problem, we will not take responsibility for maintaining the water level.

Emergency Responses: Our regular business hours are Monday through Friday, 8am – 5pm. If you have an after hours emergency and need an immediate response, a service call charge will be applied. If it is after hours Monday through Thursday, a fee of \$75 will be charged to your account. If it is after hours on Friday, Saturday, or on Sunday, a fee of \$125 will be charged to your account. If it is during any of the above listed holidays or vacation time periods, a fee of \$195 will be charged to your account.

Repairs/Installations: Parts such as baskets, life rings, and other equipment required by the health department will be replaced as needed. Any other repairs are an extra charge outside of the agreed service rate and will only be made with prior approval from the management company.

Accepted: (Owner, Lessee or Manager)

Print Name

Signature

Date _____

Starting Date: _____