



CA License# C53-898452

**SWIMMING POOL/SPA SERVICE ESTIMATE AND AGREEMENT**

Customer Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, CA Zip: \_\_\_\_\_

Amazing Pools & Spas, Inc. (hereinafter called The Company) agrees to service the swimming pool and 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 and 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 and spa
- Backwashing
- Inspect equipment room and related equipment
- 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:

\$\_\_ - per month for \_\_visits per week to pool and spa during *spring/summer months* (April – September)

\$\_\_ - per month for \_\_visits per week to pool and spa 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. Seasonal pricing may be billed out on an average rate beginning in January of a future calendar year. **If you decide to terminate services with the company, a certified letter shall be sent by you stating the purpose for termination thirty (30) days from the date of the termination letter.**

## TERMS TO NOTE

**Filter Cleanings:** All DE and cartridge filters related to the pool, spa, and ponds need to be cleaned approximately 3 times a year. The cost is \$85 for each cleaning. Any repairs or replacements of parts are an additional charge. As it is critical for the filter to run in order to maintain clean water, replacement parts for the filters (elements, manifolds, and O-rings) *may* be replaced without prior approval. 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 charges.

**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. For more charges and fees applying to our service, please visit our website at [www.amazingpools.net](http://www.amazingpools.net).

**Pool/Spa Draining:** Spas and wading pools are small bodies of water. As the levels of TDS and nuisance chloramines rise, the water becomes ever more difficult to maintain properly. The level of contaminants increases, and they can inhibit the disinfectant or act as nutrients for bacteria or algae. This can result in sustained levels of bacteria and other hazards to bather's health. It can also cause excessive scale and build up in the equipment and decrease the life of the equipment. The water in the spa/pool should be replaced based on amount of bathers using the pool/spa. This replacement interval can be calculated as follows:

$$\text{Replacement Interval (Days)} = \text{Gallons} \div 3 \div \text{Users per Day}$$

A 1,000 gallon spa with an average of 1 user per day should be drained every 11 months (334 days)

A 20,000 swimming pool with an average of 10 users per day should be drained every 23 months (667 days)

Please note that calcium levels in the fill water may shorten the amount of time needed between draining. The cost to drain a swimming pool is \$250, a spa is \$125 and a wading pool is \$85. These services include the draining of the water and balancing of chemicals upon completion. The company will most likely need assistance from an on sight person who will be able to monitor the water as it is filling to prevent flooding issues. *Draining will not be performed without prior approval.* Budgeting at least one draining per body of water, per year, would be a good idea for a spa and/or wading pool. The swimming pool can be judged as time progresses.

**Heater Maintenance:** Once a year the internal component of a heater needs to be cleaned. This is to help prevent soot build up and corrosion and will help extend the life of the heater. The cost for this service is \$150 for each heater. *No heater work will be performed without prior approval.*

**Service Calls/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 below listed holidays or vacation time periods, a fee of \$195 will be charged to your account. Pools being serviced on Saturday and/or Sunday will not be charged for a weekend emergency visit if the call for service is made between 7am and 12pm. Other service calls during business hours, but before or after an agreed upon service visit, may result in an additional charge if the response results in circumstances that are beyond the company's control.

**Invoicing:** Monthly service (maintenance) invoices are generated and 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 may be assessed to the next months invoice. *Scopes of work over \$1,000 will be invoiced within a reasonable amount of time after the completion of the work. Payment for these separate commercial service invoices will have 2% deducted from the total amount if the payment check envelope is postmarked within 10 business days.*

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

**Lockboxes:** The company may place a lockbox on site and secure it to as inconspicuous a place as possible. This may include installing it against a building in the pool area (i.e. clubhouse or restroom) or to a fence near an entrance to the pool area. *We do not provide any association with a combination to the lockbox. If the board insists on accessing the lockbox and are given the code to the lock box we will not assume responsibility for the loss of any keys or the lockbox itself and a \$95 lockbox replacement fee will apply if any lock box is damaged, vandalized, or stolen.*

**Holidays and Vacations:** The Company observes 6 major holidays. There will be no service on Memorial Day, Independence Day, Labor Day, 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.

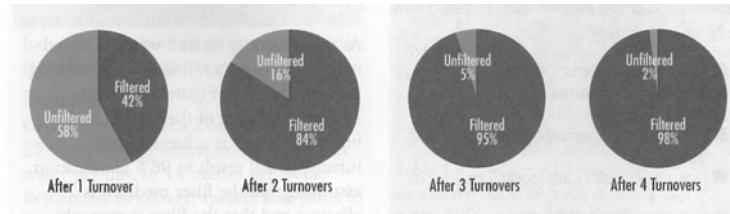
**Bad Weather:** Unfortunately, the weather is not always sunny. On the days when it is raining, excessively windy or otherwise hazardous the chemicals in your pool will be balanced and your baskets will be emptied. There will be no vacuuming or netting until the following visit (Weather permitting).

**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. 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.

**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.

**Please fill out the blank areas below:**

**Filtration times:** The health department requires that the total volume (gallons) of any swimming pool must get pushed through the filter(s) in a 6 hour period, 30 minutes for a spa, and 1 hour for a wading pool. The chart below illustrates how much water in each body of water is actually filtered after each turnover:



As the chart shows, running the swimming pool pump for 12 hours still does not filter the entire body of water (only 84%). The company believes that more filtration is better, especially during swim months. Running a pump for an additional few hours past pool closing hours can be a large difference between the pool opening the next day with clear versus cloudy water. Some pumps may need to run continuously to clear cloudy water during closed hours and algae build up depending on the amount of bathers using the pool. The health department requires all pumps to run during hours of operation and likes to see them run from 1 hour before to 1 hour after (i.e. pool/spa hours 10am-10pm = pump hours 9am-11pm). Please indicate the hours you would like the pump(s) to run each day:

Pool Start time: \_\_\_\_\_ End time: \_\_\_\_\_.

Spa Start time: \_\_\_\_\_ End time: \_\_\_\_\_.

Other Start time (if applicable): \_\_\_\_\_ End time: \_\_\_\_\_.

**Swimming Pool Heating:** Spas are required to be between 101°-104°F by the health department. Wading pools typically heat on their own due to their shallow depths. Swimming pools do not have a temperature requirement. If the swimming pool has a natural gas heater and you would like to utilize it during the year, please indicate the temperature(s) and time(s) below. If the heater control is not digital, it may take a few visits to reach an approximate desired temperature. **Please write OFF in the temperature field if desired:**

Spa Temp: \_\_\_\_\_ ° year round

Pool Temp: \_\_\_\_\_ ° during the dates of \_\_\_\_\_ (swim months)

Pool Temp: \_\_\_\_\_ ° during the dates of \_\_\_\_\_ (non swim months)

Proposal Accepted: (Owner, Lessee or Manager)

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

Date \_\_\_\_\_