



MONTHLY POOL SERVICE AGREEMENT

Firehouse Pools provides the highest quality pool/spa service available, custom tailored to suit each pool/spa owner's needs. To fulfill our commitment, we will count on your cooperative communication with you regarding your pool/spa needs.

Effective Date: _____

Client(s) Name(s): _____

Address: _____

Phone: _____ Email: _____

Service(s) Selected: _____ Pool Maintenance _____ Spa Maintenance _____ Vacuum

Monthly Service Fee: _____

- 1) **Authority to Enter Agreement.** Firehouse Pools and Client (together the "Parties") are entering this agreement for Firehouse Pools to perform pool and/or spa maintenance at the address listed above. Client represents that Client is an owner of the property at this address, or is occupying the property per a written lease with the owner, and has the legal authority to enter into this agreement.
- 2) **Effective Date and Services Provided.** This Agreement begins on the Effective Date. The annual schedules for pool maintenance and spa maintenance accompany this agreement as Exhibits A and B. Client understands the maintenance services provided by Firehouse Pools will not begin until the Effective Date and will then be provided in accordance with the schedules. The schedule will include one visit per week except for two (2) non-consecutive weeks during the season in which Firehouse Pools will be closed. (see additional terms below)
- 3) **Monthly Service Fees.** Client agrees to pay Firehouse Pools the monthly service fee stated above for each month in which services are provided per the schedule(s) and as invoiced by Firehouse Pools.
- 4) **Form of Payment.** Client may pay by credit card, check, PayPal, or Venmo. To pay monthly by a credit card kept on file, please provide the following information:
 - a) Name on Card: _____
 - b) Billing Address: _____
 - c) City/State/Zip: _____
 - d) Expiration Date: _____
 - e) Card Number: _____
 - f) CVV Code: _____

Client(s) Initials: _____

- 5) **Additional Terms:** Client agrees that the “Additional Terms” stated below are part of this Agreement and Client confirms that Client has read, understands, and agrees to all of the terms of this Agreement.

Client(s): _____
 Date _____ Signature _____

 Signature _____

Firehouse Pools: _____
 Date _____ Tom Campbell, Owner

ADDITIONAL TERMS

- 6) **Invoices.** Client agrees to pay all invoiced monthly service fees and all additional costs as described above.
- 7) **Acts of God and Other Matters.** Firehouse Pools will endeavor to provide maintenance services on scheduled dates. However, in the event of inclement weather, illness or labor supply, or holidays, Firehouse Pools reserves the right to postpone scheduled maintenance dates.
- 8) **Inclement Weather.** In the event of inclement weather on a scheduled service date, the pool/spa will be cleaned to the extent weather permits, and only chemicals will be added.
- 9) **Access.** Client must ensure that Firehouse Pools has access to the service area on the scheduled day, including gate entry codes, lock combinations, security guard verification, and relocation of pets away from the pool/spa area. If Firehouse Pools arrives for service on a scheduled service date but is unable to access the service area for any reason, services will not be performed, but the Client must still pay the maintenance fee charge.
- 10) **Water Levels.** Client is responsible for the water level in the pool/spa. Recommended water level is MID-SKIMMER.
- 11) **Filter Cleaning.** Filter cleaning is NOT included as a monthly service, and will be provided every other month, unless extra service is required. Filters MUST be properly maintained for Firehouse Pools to perform proper maintenance service. Client agrees to pay an additional monthly fee of \$75 for maintenance services performed when the filter has not been properly maintained.
- 12) **Salt Cell Filters.** Salt cell cleaning is NOT included as a monthly service and will be provided every other month, unless extra service is required. Salt cell filters MUST be properly maintained for Firehouse Pools to perform proper maintenance services. Client agrees to pay an additional monthly fee of \$45 for maintenance services performed when the salt cell filter has not been properly maintained.
- 13) **Weeks Closed.** Firehouse Pools will be closed, and service will not be provided, for two (2) non-consecutive weeks during the year. Client will be notified of these weeks in advance. During these two weeks, Firehouse Pools’ ability to respond to an emergency pool/spa issue will be limited. Emergency services will be provided at separate rates as quoted on a case-by-case basis.
- 14) **Repairs.** Repairs are not included in the monthly service fee. Client preauthorizes Firehouse Pools to perform any needed repairs that can be performed for less than \$150, which will then be invoiced separately. Repairs greater than \$150 shall require prior Client authorization. All standard repair services are billed for a minimum of 30 minutes for \$50, with any additional labor charges billed in 15 minute increments of \$25 each. (Repairs, storm cleanup, removal of excessive debris, and any other work outside the scope of regular maintenance will be billed at these rates and separately from the monthly maintenance fee.
- 15) **Chemicals.** Chemicals are not included in the monthly maintenance fee. Firehouse Pools will add chemicals as needed to maintain water clarity. Firehouse Pools will use Client’s chemicals first as available and thereafter will supply additionally required chemicals, which will be added to Client’s invoice. A mineral pack will be provided to Client during the first month of service and added to Client’s first invoice.
- 16) **Disclaimer.** Firehouse Pools shall not be liable for any damage to Clients’ property due to acts of nature, fire, vandalism, or Client’s misuse or abuse of Client’s equipment. Client acknowledges that normal deterioration of equipment occurs over time due to exposure to chemicals, sunlight, freezing weather, and in some cases other corrosive materials (e.g, salt). Client is responsible for maintaining correct water levels at all times. Firehouse Pools is not responsible for any damages or deterioration caused by failure of Client to perform other services

recommended by Firehouse Pools, or by failure of Client to properly maintain pool/spa and equipment between visits.

- 17) **Termination.** The Parties agree that this is a month-to-month agreement that will remain in effect until terminated by either party. To terminate the agreement, the terminating party must provide the other party with advance, written notice (delivered by email, in person, or by mail) prior to the date of termination.
- 18) **Miscellaneous.** Indiana law will apply to this agreement. This agreement contains the entire agreement between the Parties regarding the services to be provided by Firehouse Pools and payment terms required of Client. In the event Firehouse Pools is required to initiate legal action to collect an unpaid balance, Client shall be responsible for paying the attorney fees incurred by Firehouse Pools. Client agrees that the state courts of Hancock County, Indiana, shall have exclusive jurisdiction of any legal action arising out of this agreement, and shall be the sole place of venue of any legal action.

Client(s) Initials: _____