

 Office@maximuspools.com		<b>Pool Service Agreement</b>	
		4631 W Hwy 190 Belton, Texas 76513 254-780-0321	
		<b>Date:</b> 2/23/21	
<b>Name:</b> Robert & Gayla Ray		<b>Email:</b> gaylafossum@gmail.com	
<b>Address:</b> 1515 Royal Street		<b>City:</b> Salado	
		<b>Phone:</b>	
		<b>Zip:</b> 76571	

**Welcome and thank you for choosing Maximus Pools as your pool care company!** This service agreement outlines our commitment to provide the most professional care for your pool or spa. If you will take a few moments to read this agreement carefully, it will help to avoid any future misunderstandings.

### 1. Service Pricing

**Weekly Service**    **Monthly Rate** \$ 225.00 (plus applicable taxes)

Chemicals Included: Chlorine, Stabilizer, Acid, Salt for Salt Systems  
There will be an additional charge for algicide and/or scalex.

### 2. Services Included:

On each service, our maintenance tech will do the following:

• Vacuum or leafmaster the pool	• Empty the traps and skimmers
• Brush the walls and steps	• Empty the poolsweep bag
• Clean the poolsweep lint screen	• Test and adjust the water chemistry
• Backwash and recharge filter as needed	• Note any problems with the equipment

3. **Service Schedule:** Your pool will be done by the same technician on the same day each week, unless your regular technician is unavailable. We will notify you if the pool will be done on a different day for any reason.
4. **Initial Startup Visit :** It is important that your pool be clean, algae free and chemically balanced when we begin your monthly service. On pools that need cleaned before we start service we provide the initial startup visit at a charge of \$120.00 per hour plus chemicals. The regular monthly cleaning contract begins on the week after the initial startup visit.
5. **Equipment Problems:** If your maintenance technician notices a problem with the pool, he will leave you a note and contact our office. In the event a problem arises, please call our office as soon as possible to authorize a repair service call by one of our trained equipment repair specialists.
6. **Pets:** It is the customer's responsibility to contain and restrain all pets. We will do our best to keep the gate closed at all times, but we cannot be responsible if a pet gets out while we are doing our job. In addition, the customer accepts responsibility for any injuries inflicted by pets on our technicians.
7. **Access:** The customer must provide ready access to the maintenance tech on the day of service, either by providing a key or insuring the pool and equipment area are unlocked on the day of service. If the tech is locked out, there will be a \$50.00 trip charge to return and clean the pool. No refunds will be given for lockouts.
8. **Holidays:** We observe four holidays per year: Independence Day, Thanksgiving, Christmas and New Year's Day. If your normal visit falls on one of these days, the pool will not be cleaned, but on an alternate day we will provide a chemical and equipment check. The charges will remain the same.
9. **Water Level:** It is the customer's responsibility to maintain the water level. We cannot be responsible for any equipment damages or other issues that arise as the result of low water level in the pool.
10. **Inclement Weather:** In the event of rain or freezing weather, we will perform a chemical and equipment check only on the pool, leaving out those items that require the use of a pole. No refunds will be given for such visits.
11. **Salt Chlorinators:** We understand and appreciate the benefits of salt water chlorination, however, salt is still a corrosive mineral and Maximus Pools cannot and does not accept any responsibility for any damage, staining, corrosion or deterioration of any of the pool equipment or surfaces, that may result from the use of salt in the pool.

- 13. Service Problems:** If you are not completely satisfied with our service, please contact us immediately. We do not offer refunds or credits for problems that are brought to our attention at a later date, but we will make every effort to come out and correct any problems immediately when you bring such issues to our attention.
- 14. Heavy Leaf Fall:** During certain times of the year, due to leaf fall, it may be advisable for the homeowner to empty the skimmers and traps in between our visits. This will help to insure that the equipment is not damaged due to lack of water flow.
- 15. Extra Cleaning:** In the event the pool requires extra cleaning due to vandalism, poor drainage or other human factors, there will be an additional charge of \$120.00 per hour plus chemicals for this additional work. Filter cleaning is NOT included as a monthly service. Cartridge filter cleaning is priced at \$250.00 and needs to be done at least once a year. For sand or DE filters,
- 16. Freezing Weather:** In the event of freezing weather, water circulation must be maintained continuously through the equipment to prevent freeze damage. It is also critically important during freezing weather to do whatever it takes to maintain the proper water level. Maximus Pools is NOT responsible for damages due to improper water circulation.
- 17. Payment:** A valid, current credit card number is required for payment of all monthly charges. Visa, Amex, MasterCard and Discover are accepted. Maximus Pools will bill your service to your card. In the event your credit card is declined, your service may be interrupted.
- 18. Special Events:** If you are having a special event at your pool, please let us know so we can schedule our service accordingly. We can schedule extra cleaning visits as needed at an additional charge.
- 19. Other Services**
  - Equipment Repairs** – we have a full staff of trained repair professionals who are available to diagnose and repair your pool equipment problems. We charge a basic service fee to diagnose the problem and provide an estimate, but this fee is applied to the cost of the repair if you decide to have us do the work.
  - Complete Pool Remodeling** – when it comes time to upgrade the tile, plaster or coping on your pool, we are happy to provide our expert assistance and our quality service in this area. Please call for an estimate.
- 20.** Maximus Pools is **NOT** responsible for any natural wear and/or tear on pool or equipment.

**Contract Start Date:** 3/1/21 **Contract End Date:** 2/28/22

**Other Notes** Special Rate for New Customer. Month of March \$50.00 discount. (\$175.00) April 1, 2021- February 28, 2022 is \$225.00 per month until contract expires.

The customer agrees to the terms and conditions contained in this Pool Service Agreement and authorizes Maximus Pools to bill all service charges to their credit card. In the event the card is no longer usable, the customer agrees to provide a replacement card number at their earliest convenience.

Cardholder Name \_\_\_\_\_ Card Number \_\_\_\_\_ Expires \_\_\_\_\_  
 Card Billing Address \_\_\_\_\_

It is understood that this is an ongoing agreement to clean your pool and/or spa on a weekly basis. If at any time you wish to cancel service, written and/or email notification to Maximus Pools is required to the address at the bottom of this form. Restarting the service may incur a one time cleaning fee to bring the pool back up to Maximus standards.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Customer Phone Numbers \_\_\_\_\_ Email \_\_\_\_\_

