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Client Information

Client Name:
Client Address:
Client Phone Number: (H) (w) (C)
Client Email Address:
Client Contact Preference (circle one): Home Phone Work Phone Cell Phone Email
Animals on Property (circle one): YES NO
Contact Client Prior to off-schedule service visit (circle one): YES NO
Year round maintenance (circle one): YES NO
Billing Preference (circle one): paper email
Equipment Details:
Other Information:

TERMS OF SERVICE



PEAK POOL CARE, LLC of Lufkin, TX will perform the following services for: ______ (name) of ______ (address):

1. **SERVICES: PEAK POOL CARE, LLC** will perform the service name below on the pool/spa located at: _____(service address):

- □ Full Service*
- □ Chemical Service*
- □ Other*: _____

*Specified services (as described and attached) include standard services not to exceed thirty (30) minutes in duration during any service visit. If, at any time of service, **PEAK POOL CARE, LLC** determines that additional cleaning and/or chemicals are required for reasons including, but not limited to, storms, equipment malfunction/failure, algae, or other problems, **PEAK POOL CARE, LLC** reserves the right to charge an additional fee for its labor and/or chemicals. Prior to proceeding with additional services, **PEAK POOL CARE, LLC** will contact client for approval. If necessary, an additional visit may be required before pool/spa conditions can be stabilized.

2. SERVICE PERIOD / DATE / TIME: Services are ongoing, and shall be completed:

- □ Bi-Weekly
- Weekly
- □ One-time only

Services will commence on _____, 20__, and continue until service is cancelled.

PLEASE NOTE: Every reasonable effort will be made to ensure services are performed on regular service days. However, weather conditions, holidays, vehicle/equipment malfunction, and other circumstances beyond PEAK POOL CARE, LLC's control may intervene from time to time. Under those circumstances, PEAK POOL CARE, LLC reserves the right to reschedule or modify services as necessary. Whenever possible, PEAK POOL CARE, LLC will reschedule within the same week, however ongoing inclement weather conditions may cause further delays. In the event of a local or national disaster, PEAK POOL CARE, LLC may not be able to provide services for extended periods of time.

3. **PAYMENT**: Client shall pay **PEAK POOL CARE, LLC** for the services performed the sum of: \$______ per: month / quarter / year / other (circle one).

(If other, describe: _____

Payment is due immediately upon receipt of invoice and must be received by **PEAK POOL CARE, LLC** no later than the 15th day of the service month to be considered timely. Client will also be billed for stabilizer twice per year in May and November at the rate of Thirty-Five Dollars (\$35).

4. **CANCELLATION:** Services may be cancelled by either party by providing the other party with thirty (30) days advance notice in writing. Any prepaid funds extending beyond the cancellation date will be refunded to the Client within fifteen (15) days after cancellation.

5. HOLIDAYS:

Annual Holidays observed by **PEAK POOL CARE, LLC** include:

- New Year's Day
- Good Friday
- Memorial Day
- July 4th
- Labor Day

- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Eve
- Christmas Day

Initials:_____

PEAK POOL CARE, LLC • PO BOX 2509 • Lufkin, TX 75902 Phone: (214) - 738 - 9957 • Email: <u>info@peakpoolcare.com</u> Website: <u>www.peakpoolcare.com</u>

6. CLIENT'S RESPONSIBILITIES:

- a. Client will ensure **PEAK POOL CARE, LLC** has access to the pool/spa area on service days, including, where applicable, gate entry codes, pool keys, lock combinations, security guard notification, etc. If technician cannot access the pool at the time of service visit, technician will attempt to contact Client to reschedule. If technician is not able to reach Client, services may be skipped without credit to Client.
- b. Client will relocate or restrain unfriendly pets from service area during service visit. If an unfriendly pet is not restrained at the time of service visit, technician will attempt to contact Client to reschedule. If technician is not able to reach Client, services may be skipped without credit to Client.
- c. If Client does not notify **PEAK POOL CARE, LLC** in advance of scheduled visits that service is not required due to pool repairs or refinishing, services may be skipped without credit to Client.
- d. Client will run filters for 8-10 hours per day during summer months (May 1 to September 30), and for 6-8 hours during other months (preferably in non-daylight hours).
- e. Client is responsible for maintaining the proper water level for efficient pool operation. **PEAK POOL CARE, LLC** may add or reduce water levels during service visits. If excessive time is required to bring the water to the proper level, **PEAK POOL CARE, LLC** will notify Client.
- f. Client will rectify/repair any equipment malfunction or leak as soon as possible after being alerted of its existence. Client may request such repairs be performed by PEAK POOL CARE, LLC. Alternatively, Client may perform its own repairs, or hire an outside contractor of its own choosing. However, if necessary repairs are not made within two (2) weeks after notification by PEAK POOL CARE, LLC, PEAK POOL CARE, LLC reserves the right to charge additional fees for its labor or chemicals required to stabilize pool conditions, and to continue to charge additional fees until the equipment malfunction or leak has been rectified/repaired.

7. GENERAL PROVISIONS:

- a. All work shall be completed in a workmanship like manner by individuals employed by **PEAK POOL CARE, LLC.**
- b. **PEAK POOL CARE, LLC** warrants that it is adequately insured for injury to its employees and other incurring loss or injury as a result of the acts of **PEAK POOL CARE, LLC** or its employees.
- c. Invoices are issued on the first day of every month for which service is being performed and are due upon receipt. Payments are considered late if not received by the fifteenth (15th) day of that month and a late fee of \$5 or 5% of unpaid balance, whichever is greater, will be applied to the outstanding balance every month until the balance is paid in full.
- d. A fee of \$35 will be applied for any returned checks. A fee of \$20 per transaction will be applied to any credit card charge backs, whether intentional or accidental. Service may be suspended until payment is resolved. In the event of multiple returned checks or charge backs, alternate methods of payment may be required.
- e. In the event Client fails to pay for services in a timely manner, **PEAK POOL CARE, LLC** reserves the right to cease all services (including any planned repairs), without notice, pending payment or resolution of dispute.
- f. **PEAK POOL CARE, LLC** may, from time to time, accommodate Client by purchasing and installing parts and products for the Client's pool/spa. **PEAK POOL CARE, LLC** will bill Client for any such parts and products. Until such time as such invoices are paid in full, such parts/products remain the property of **PEAK POOL CARE, LLC**.
- g. **PEAK POOL CARE, LLC** may, from time to time, accommodate Client by scheduling service calls for repairs or other services with third-party vendors. Prior to such service calls occurring, **PEAK POOL CARE, LLC** may require a deposit or payment in full for any such third-party vendors, and reserves the right to schedule such visits until the deposit or payment is made in full.
- h. **PEAK POOL CARE, LLC** shall not be liable for any delay in completing services due to circumstances beyond its control.
- i. **PEAK POOL CARE, LLC** is an independent contractor and not an employee of Client.

Initials:_____

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FULL SERVICE INCLUDES:

- Monitor and adjust the chemical balance of the pool.
- Empty and clean pump basket and skimmer basket(s) as needed.
- Backwash filter/clean filter cartridge as needed (no less that once a month)*
- Brush pool walls and steps, and scrub tiles as needed.
- Skim pool surface to remove debris.
- Thoroughly clean or vacuum the pool floor as needed.
- Check equipment to ensure it is functioning correctly.

PRICING BEGINS AT \$150 (chemicals included)

CHEMICAL SERVICE INCLUDES:

- Monitor and adjust the chemical balance of the pool.
- Empty and clean pump basket and skimmer basket(s) as needed.
- Backwash filter/clean filter cartridge as needed (no less that once a month)*
- Check equipment to ensure it is functioning correctly.

PRICING BEGINS AT \$90 (chemicals included)

*Cleaning of filter cartridge only applies to pools with a single cartridge filter.

Initials:_____

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