



YEAR ROUND SERVICE CONTRACT

Telephone: 215-364-7665 Fax: 215-942-7849
1061 Second Street Pike, Richboro, PA 18954-1005
1753 Bridgetown Pike, Feasterville, PA 19053-4219

Visit us on the web at www.AquaPoolPA.com
E-mail: AquaService@AquaPoolPA.com

Fill in name and address in the box below.

MARCH 2017

Aqua Pool Service Company (herein after called "Company") of Feasterville, PA. agrees to service the swimming pool for above owner who agrees to pay for the service outlined below and in accordance with the terms hereinafter set forth in this contract.

This contract will run from the date of acceptance by the company for 12 months. Aqua Pool Service/Cloud Enterprises, Inc. will supply chemicals on a weekly basis or as the company deems necessary. The company reserves the right not to use chemicals not purchased from or supplied by them on the swimming pool covered by this contract. The Company shall retain the right to cancel this contract for non-adherence to these terms.

The Company shall:

- Put pool and filtration equipment in service for Spring operation.
- Test pool water for chlorine and alkaline residuals each visit and treat pool as necessary.
- Skim water surface to remove floating surface matter each visit.
- Vacuum pool weekly while open.
- Remove and clean pump strainer as needed.
- Leave a written service report each visit.

- Visit pool monthly during closed season and pump cover when possible.
- Maintain filter room or mechanical pit in a clean condition.
- Winterize pool and chemically treat for winter.
- Emergency service when required.
- Supply chemicals to balance pH, Alkalinity, and Shock treat pool weekly.

Pool service includes one vacuum call per week and one service call (if required) per week during time pool is in operational condition. Also included is one call per month during the time the pool is shut down for the season, covers or pool level will be pumped as required during this time whenever possible. The charge for the above services shall be as follows: A total of \$3720.00 shall be paid at a rate of \$310.00 a month for a period of 12 months, plus applicable sales tax. **The contract shall begin at acceptance by the company and extend for a period of 12 consecutive months. Any account ten(10) days past due shall be subject to cancellation of service contract and re-billed for service provided to date at a la carte price. (See #11 on reverse side for rebilling procedures.)

*Pricing is for swimming pools up to 20'x40' with one filtration system and standard cover removal. Please contact our office for pricing on larger pools. *We assume no responsibility for the tearing of any cover due to winter damage or normal removal procedures. *The initial vacuuming will not be performed the same day as the pool opening.

Pool Opening Procedure (Check one)

- Please open our pool on a date selected by the company to have in operation by May 29th 2017
- Please open our pool on or about _____

No pools will be opened before April 24th unless other arrangements are made with the company.
No vacuum service will be provided after October 6th
All pools to be closed by October 6th.
Does not include electronics or automatic valves

Your acceptance of this proposal by signature below, and return of the original copy to our office with the required remittance will constitute a contract entered into in accordance with the terms and conditions stated above and on the reverse side of this contract. We must have a signed contract on file and any previous balances paid in full prior to starting any work.

AMX/VISA/MC/DISCOVER CARD #. _____ EXP DATE: _____ SEC. CODE _____

Card Holder's Signature: _____

ACCEPTED OWNERS OR LESSEES

- Full Pre-Payment \$3520.00(Save \$200.00) *Plus applicable tax
- Please auto charge the credit card above monthly(See #13 on reverse side)

By: _____
Home Phone #: _____
Cell Phone #: _____
E-mail Address: _____

****Fuel Surcharge may apply, per visit.**

By signing you have read and agreed to the terms of this contract.

Executed at Feasterville, PA. 19053-4219
All Quotations subject to cancellation unless accepted from 10 days from date submitted.
CAPS (See reverse side)

PAPERLESS

Check this box if you would like to receive invoices and correspondence via your provided E-mail address.

1. In the event of a hurricane or severe storm, the pool will be cleaned as quickly as possible.
2. "Company" agrees to carry in full force and effect Public Liability and Property Damage Insurance and Owners and Contractors Public Liability and Property Damage insurance in addition to the Worker's Compensation Insurance required by law.
3. "Company" shall not be held responsible for any damage to the pool, its decks or other related parts due to hydrostatic pressure(water pressure) should it occur during the emptying of the pool for cleaning, painting or repairing or while the pool is left empty or filling.
4. This agreement becomes valid upon "Company" receipt of the original copy properly signed by the Owner(or Lessee), accompanied with the required remittance and accepted by "Company"
5. Should payment on this account be in default and should it be necessary for " Company" to obtain legal representation and or institute suit for collection, then Owners or Lessees agree to pay in addition to the amount due and owing, interest thereon; and, any and all reasonable attorney's fees and costs of suit.
6. "Company" shall not be held responsible for any damage to lawns, shrubbery or landscaping due to discharging of water and its contents when emptying the pool for cleaning, painting, repairing, or the backwashing or cleaning of the filtering system. Current law states "water should be pumped over a grassy area to allow absorption. In no event shall pool waters be directly discharged to the waters of the Commonwealth"
7. "Company" shall not be held responsible for any damage to lawns, shrubbery, or landscaping due to the cleaning of the cover or from chemical residuals on the cover.
8. Any service related complaints or billing error must be filed in our office in writing, within ten(10) days of billing date or such complaints will be deemed waived and the total invoice amount is due in full.
9. The price set forth in this agreement contemplates the use of the Owner's pool cleaning equipment.
10. The "Company" will cover the cost of all labor to repair pumps, filters, heaters, air blowers, chemical feeders, cleaners, and controls for the period of the contract. The customer shall be responsible for the cost of parts required to keep the pool in working order. Pool systems under contract for maintenance service must be made operational first before contract goes into effect. If during the life of this contract any pool equipment needs total replacement, the customer will be notified as to the cost of replacement.
11. Payments via check will only be accepted for full pre-payment. All balances will be charged to credit card on file.
12. The Owner or Lessee shall be responsible for the maintaining of a satisfactory chlorine level in the pool between weekly vacuum visits and "Company" assumes no liability for an unsatisfactory chlorine level.
13. If contract is cancelled or in default before it's anniversary date, all work performed and all chemicals supplied will be recalculated at a la carte prices. The amount paid to date will then be subtracted from this amount and the owner/lessee will be billed for any additional amount calculated.

GUARANTEE

Should any defects arise in the filter system, pool recirculation lines, heater, pump unit or sanitizing system due to Company's improper winterizing or usage of defective materials, then such defects shall be repaired at no cost to owner. This guarantee applies only if company performs winterization prior to any "Hard Freeze" which results in damage to previously noted pool components; further any such damage will be noted on invoice covering winterization. Guarantee shall not include pool's shell, decks, tile, coping or spa-type return jets.

WE RECOMMEND

BOTTOM DRAINS: Be safe and save a life.

All bottom drains should meet the Baker Act, same as the new commercial pool laws. Call Aqua Pool for more information or to schedule an inspection.

POOL FILLING

Open your fill spout or garden hose connection only half or three-quarters of the way. It will take a few hours longer to fill your pool, but it will tend to not pull as much rust, etc., through the water main that is being overdrawn on in the spring. Start the water into your pool with a garden hose. Turn on your fill spout when the water is high enough in the pool to allow the water coming from the fill spout to hit the water in the pool. If you don't do this, you will get a stain on the pool floor where the incoming fill spout water hits. Never shut the incoming water all the way off since this will leave a ring in the pool.

OIL-FIRED HEATERS

Have your oil heater inspected annually by the Oil Company furnishing the fuel for cleaning and proper burner adjustment. Your unit will operate safe and trouble free if you do.

ELECTRICAL

Have your pool's complete electrical system checked annually for proper grounding, bonding and fusing by a qualified technician. Electrical codes and regulations in regard to swimming pools have changed drastically in the past few years and we recommend that pool electrical systems be checked and updated if necessary for your safety. We strongly suggest this for those of you with older pools.

PAYMENT SCHEDULE

\$310.00 a month for 12 months,
due on the 1st of each month.
(yearly charge total \$3720.00)
Plus applicable sales tax.

**Fuel Surcharge may apply, per visit.