POOL SERVICE AGREEMENT

This agreement is made this day, **04/28/2023** between **Socal Tropical Pool Service** (hereinafter "SCTP") and **John Mesa**, (hereinafter "Customer") for services to be provided at **23721 Via Segovia, Murrieta, CA, 92562,** Customers phone number, **951-212-4720** and email **jmesa@temple57.com**. Customer agrees to email, phone calls and/or SMS correspondence regarding service and pool maintenance.

The Parties agree that Customer has contracted with SCTP to perform pool and/or spa maintenance at the address specified above. The Parties agree that this is a monthly Service Agreement and Customer agrees to pay SCTP monthly in advance of the services to be provided that month. The Parties agree that in the event Customer fails to pay in advance of service being provided as required by this Agreement, the contract shall be terminated. See Payment/Terms below.

Service Frequency and Fees:

SCTP will provide pool service once a week at the Customer's address stated above. **Customer** agrees to pay monthly pool service fee in advance each month. Fee is subject to change.

The Parties agree that circumstances can arise that affect or prevent SCTP from performing pool and/or spa maintenance such as the weather, an illness, or a holiday. In such event, SCTP may elect to postpone pool and spa service for one week, not to exceed 5 weeks each year.

In the event of inclement weather on the scheduled date of service, the pool and spa will be cleaned to the extent weather permits and only chemicals will be added.

Customer must ensure SCTP has access to the service area on the scheduled service day, including: gate entry codes, lock combinations, security guard verification, and pets relocated from pool/spa area. If SCTP is unable to access the service area for any reason, services will not be performed that week and Customer shall not be entitled to a credit.

Customer agrees to pay SCTP the monthly service fee stated above as well as any additional costs that may be incurred for repairs or services that are in addition to the services specified in the "repair consent" section below. Additionally, **Customer shall incur an additional charge of $100.00 every 6 months for filter cleaning and $20.00 every 3 months for salt cell cleaning** if customer has a salt water pool. Unless otherwise specified by customer.

Payment/Terms:

Invoices are billed on the 1st of each month, for the "current month" and due by the 15th of the current month. **To avoid a $15.00 late payment fee**, all amounts must be received before the 16th of the month. Unless prior payment arrangements have been made, any unpaid invoice can result in "suspension" or "cancellation" of service. Service will resume upon receipt of payment. There could be additional charges to restore the pool/spa to a swimmable condition. There will be a **$25.00 fee for all returned checks**.

Payments may be made on the "PayThePoolman" generated invoice or the "Pool Junction" app but note there is a 4% fee associated with that, you may send a "bill pay" through your bank to our address (listed on invoice), Zelle using the email info@socaltropicalpool.com, or you may leave a check on your service day.

Vacations/Holidays:

SCTP will be closed and service will not be provided on Thanksgiving week and Christmas week. Please note that your price is based on a 4-week month (48 weeks out of 52 weeks in one year). These 4 extra visits allow for weather, sick days and vacation. These dates are already accounted for in calculating the monthly service fee. Therefore, no credit is due. In the event of an emergency, SCTP will make every effort to return your calls and answer emails. Emergency services are provided at a separate agreed upon rate quoted on a case by case basis.

Initial Visit:

All pools must be clean, clear and balanced prior to the start of monthly service. If it is not. that service will be provided at

$100.00 per hour plus the cost of chemicals.

Weekly Services:

- Pool vacuumed as needed
- Pool surface skimmed as needed
- Filter backwashed as needed
- Empty both skimmer and pump baskets
- Pool equipment operation inspected
- Pool walls, floor, and tile to be brushed as needed
- Water tested and balanced each week
- Note any problems with equipment

Expense NOT included in regular monthly rate:

- Excessive cleanup (storms, vandalism, excessive landscape debris)
- Cartridge/DE filter cleaning – (minimum two per year)
- Parts for repairs
- Labor for repairs
- Additional service calls
- **Specialty chemicals** (chlorine pucks, stain and scale treatments, oil enzymes, conditioner, phosphate removers, etc)
- **Annual** conditioner, algaecide, phosphate charge
- Excessive amounts of **chlorine (anything over 1 gallon per week)**, acid, salt, etc. (Due to bather load, dogs, leaking pools, excessive debris, waterfalls, etc)

Customer Responsibilities:

- Maintain the proper water level. Recommended **water level is MID-TILE** (To avoid serious damage to pool, spa, pond or fountain equipment)
- Running pump - Customer is responsible for ensuring that pool is running at the recommended time of 8 to 12 hours in the summer and 4 to 6 hours in the winter.
- Backwash hoses are to be supplied by the customer. (If needed)
- Keep trees and plants trimmed away from pool. (Not to hang over deck or pool)
- Provide clear access to pool and equipment, keep pump area clean.
- Remove pool covers, solar covers/rings, toys, rafts, etc. on day of service.
- Assure that all gates are operating properly. Service technician assumes no responsibility for maintaining fences or gates at customer's property.
- The customer is responsible for containing and **restraint of all pets**. SCTP will try to keep gates consistently closed, but can not be responsible if a pet gets out while doing the job. The customer also accepts responsibility for injuries inflicted by pets.

Repair Consent:

Repairs are not included in the monthly service fee. **Repairs under $40** will be performed immediately and charged separately to the Customer (Such as skimmer baskets, pump baskets, weir gates, pool sweep bags, tab floaters, O-rings, etc). **Repairs greater than $40** shall require Customer authorization in advance of the repair.

Excessive Debris:

Debris in pool due to acts of nature, vandalism or lawn maintenance which take longer than 45 minutes to clean will be charged **$100.00** per hour.

Cancellation:

Agreements can be cancelled by either party at any time

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Client Information
Signed by **John J. Mesa** on **Mon May 01 2023 09:19:52 GMT-0700 (PDT)**
IP Address: 47.144.249.101

Audit Log

30/03/2023 11:20:38, Contract created by **sctp951tracey**
31/03/2023 10:57:11, Contract updated by **sctp951tracey**
31/03/2023 12:02:00, **Contract signed online by client using 76.169.36.203**
31/03/2023 12:02:24, Signature removed by **sctp951tracey**
31/03/2023 12:32:41, Contract updated by **sctp951tracey**
31/03/2023 13:57:42, Contract updated by **sctp951tracey**
31/03/2023 14:16:20, Contract updated by **sctp951tracey**
01/05/2023 9:19:55, **Contract signed online by client using 47.144.249.101**