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POOL SERVICE AGREEMENT

This Agreement is made this day between J'S POOLS & SPAS (hereinafter "JPS") and _____, (hereinafter "Customer") for services to be provided at _____ (Street Address), _____ (City), TX, _____ (Zip), _____ (Cell#) _____ (Home#).

The Parties agree that **Customer** has contracted with **JPS** to perform pool and/or spa maintenance at the address specified above. The Parties agree that this is a monthly Service Contract and **Customer** agrees to pay **JPS** 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 and **Customer** shall be required to pay the pool service fee for **one month** as liquidated damages.

1. **Service Frequency and Fees:** JPS will provide pool service once a week at the Customer's address stated above. **Customer** agrees to pay a monthly pool service fee of \$ _____ plus tax in advance each month for the service. The designated date of service each week is _____. **Customer** may request pool service twice a week for an additional \$ _____ a month plus tax.

The Parties agree that circumstances can arise that affect or prevent JPS from performing pool and/or spa maintenance such as the weather, an illness, or a holiday. In such event, JPS may elect to postpone pool and spa service for one week, not to exceed 5 weeks each year. However, in no event shall pool and spa service be provided during the weeks of Thanksgiving and Christmas.

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 JPS 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 JPS 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.

Vacation/Holidays: JPS will be closed and service will not be provided as follows: 1) One week during the summer (Customer will be notified of the week in advance), 2) Thanksgiving week, and 3) Christmas week. These dates are already accounted for in calculating the monthly service fee. Therefore, no credit is due. In the event of an emergency, JPS 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.

2. **Services:** JPS shall provide the following services each week:
- Pool vacuumed as needed
 - Pool surface skimmed as needed
 - Filter backwashed as needed
 - Leak baskets cleaned
 - Pump baskets cleaned
 - Pool equipment operation inspected
 - Pool walls, floor, and tile to be brushed as needed
 - Water tested and balanced each week

Customer is responsible for water levels during the week. Recommended water level is MID-TILE. All chemicals used during weekly service are included in the monthly service fee. Filter cleaning is NOT included as a monthly service and will only be cleaned every 4 months, unless extra service is required. Filters **MUST** be properly maintained in order for JPS to perform proper maintenance service. All standard service is billed at a rate of 1/2 hour, and any additional labor charges will be billed at a rate of \$18 per each additional 15 mins. I.E. Storm Cleanup, Excessive Debris, and any other situations out of the normal scope of work for your swimming pool.

3. **Repairs:** Repairs are not included in the monthly service fee. Repairs under \$50 will be performed immediately and charged separately to the Customer. Repairs greater than \$50 shall require Customer authorization in advance of the repair.
4. **Pricing:** Customer agrees to pay JPS 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 paragraph 2 above. Additionally, Customer shall incur an additional charge of \$85.00 every 4 months for filter cleaning.**
5. **Payment:** JPS accepts 3 forms of payments (circle one) 1) Credit Card, 2) Check, or 3) via invoice. Each monthly payment must be received by JPS, in full, before the **FIRST** scheduled service for that month. For example, the monthly payment for October service must be received by JPS before Customer's first scheduled service for October.

If payment is not received or the card on file does not cover payment of the monthly service fee, and any additional charges that may become due and payable, Customer shall be in default. In the event of default, services will be postponed and Customer will assessed late fee penalty of \$25. If **Customer** fails to cure the default, the Parties agree that JPS shall suffer liquidated damages as a result of the Customer's default in the amount of \$25 per week or one (1) additional month's service fee, whichever is less. Customer agrees that the liquidated damages are in **addition** to the monthly service fee that remains due and payable and are intended to compensate JPS for damages suffered as a result of the inability of JPS to anticipate Customer's default and immediately fill the void created by the default with a new customer.

Credit Cards may be left on file and automatically deducted each month. There is a **5%** convenience charge on all payments over \$275 made via Credit Card.

6. **Card On File:** Name on card: _____ Billing Address: _____
 _____ (Street) _____ (City), TX _____ (Zip) Type of
 card: _____ Card Number: _____ Exp Date: _____ 3 Digit Security
 Code: _____ ALL credit card information will be kept on file and held for use by JPS only. By providing this information and your signature below, **Customer** is authorizing **JPS** to charge the Card on File for all services provided to Customer by JPS pursuant to this Pool Service Agreement.
7. **Disclaimer:** JPS shall not be responsible for any damage to property due to acts of nature, fire, vandalism, misuse, or abuse. Customer should be aware of normal deterioration of equipment that occurs over time due to exposure to chemicals, sunlight, and, in some cases, other corrosive materials (i.e. salt). The **CUSTOMER** is responsible for maintaining correct water level at all times. Also, **JPS** is not responsible for any damages or deterioration caused by failure of a Customer to perform other services recommended by **JPS**, or by failure of Customer to properly maintain pool and equipment between visits.
8. **Termination:** The Parties agree that this Agreement is a monthly service agreement that continues from month to month until terminated. The Agreement may be terminated by either Party. However, the Parties further agree that Customer shall give JPS thirty (30) days advance written notice of Customer's termination of this Pool Service Agreement. Such written notice may be delivered in person, by email, or at the offices of JPS.
9. **Mediation:** The Parties agree that any future disputes between them arising under this Agreement shall be submitted to a half day mediation before a former or retired Harris County District Judge or an agreed upon mediator. The mediation shall take place in either Harris County or Fort Bend County, Texas. This Agreement shall be construed and is governed under the laws of the State of Texas.

Customer Signature: _____ **Printed Name:** _____

Date: _____ **E-Mail:** _____