

Litchfield Park Pool Service LLC
4900 North Litchfield Road, Suite A • Litchfield Park, AZ 85340-5061
Phone (623) 935-5121 Fax (623) 935-5169
www.litchfieldparkpool.com

Monthly Swimming Pool Maintenance Agreement

This document is an agreement between:

LITCHFIELD PARK POOL SERVICE, LLC (the "Service Provider") and

_____ (the "Customer").

For monthly swimming pool maintenance to start within the week once the signed acknowledgement (last page) has been received by Litchfield Park Pool Service LLC.

The swimming pool to be serviced must be service ready at the time service is started. The chemicals should be within normal ranges, equipment in good repair, no leaks, and the pool should be clear and algae free so that your service technician can start service in a timely fashion. The pool must have either an in-floor cleaning system or an automatic pool cleaner.

At the first visit, upon arrival, if the service technician finds that the pool is not service ready, no services will be performed, and you will be contacted to determine how to proceed.

Monthly Swimming Pool Maintenance Rates

Swimming pool maintenance only will be provided at the following rates:

- Once per week – 48 visits

\$91.00 monthly, chemicals are in addition to this amount

- Twice per week – 96 visits

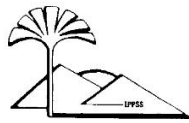
\$111.00 monthly, chemicals are in addition to this amount

If checked, other **Detached** water features included in this agreement are at a rate of \$15.00 per additional water feature.

- Spa Fountain Jacuzzi Other

Chemicals and Parts – On Site or Off the Truck

Chemicals and parts are in addition to the cost of your monthly swimming pool maintenance. Your serviceman will be glad to use the chemicals you provide in lieu of those on his truck. If he arrives and there are no chemicals available, he will use chemicals from his truck, and you will be charged for them. You have the option of paying for the chemicals used or contacting the store to let us know that we can pull back our chemicals from your supply and your account will be credited accordingly.



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Some months you will receive service five times in that month. When this occurs, you will NOT be charged any additional fee. Litchfield Park Pool Service LLC will not provide service during the week of Christmas. Service is pro-rated for the start month when service is started and for the last month when service is stopped.

Term of Agreement

The term of this agreement is not specified. The Service Provider or the Customer may terminate the monthly swimming pool maintenance agreement in writing, by telephone call or by e-mail. You can notify your service technician that service is to be stopped along with one of the preferred methods.

The Service Provider is under no obligation to continue monthly swimming pool maintenance on accounts which are more than 30 days past due and chooses to do so only at the Service Providers discretion.

Rentals

In owner and/or renter situations the person responsible for payment is the person whose name is on the account including their spouse. Service and chemicals are billed on one invoice. Any sharing of the cost will need to be handled between the owner and renter.

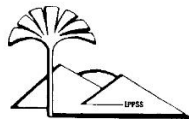
Payment

The Customer agrees to make payment on a monthly basis. The Service Provider bills on the 20th of each month for that month's service, plus chemicals used that were not billed in the prior month and chemicals used up to the 19th of the month being billed.

The Service Provider prefers to bill via e-mail. If billing is to be done via post mail, an additional charge of \$5.00 per month is added to the service rate to cover postage, paperwork, time involved, return envelopes and mailing envelopes.

Payment will be processed automatically with a credit card on file with the card being charged on the 20th of the month or within a few days after billing for the balance on the account. If you would like to opt out of the automatic payment option, please sign the "opt out" section of this maintenance agreement. Payment can be made online at our website, litchfieldparkpool.com, or by check made payable to Litchfield Park Pool Service or LPPS. Please do not give payment to your service technician.

When service is stopped, the account balance is due upon receipt with a request for credit card information for the account balance. If payment is not paid at the time of the service stop it must be received within 10 working days. After 10 days, there will be an additional fee of \$25.00 charged for having to continue to pursue payment of your account.



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Delinquent Accounts

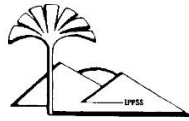
If payment is not forthcoming the delinquent account, at our discretion, may be turned over to an outside agency for collection.

Services Provided

Customer agrees to notify LITCHFIELD PARK POOL SERVICE, LLC of any concerns related to agreed upon services within 48 hours after weekly service has been performed.

The Customer hereby agrees to engage the Service Provider to provide the Customer with services consisting of monthly swimming pool maintenance.

1. One or two visits per week, year-round.
2. Pool walls, steps, and any love seats brushed each visit.
3. Chemical check each visit and necessary chemical addition.
4. Pressure gauge checked each visit.
5. Sand filters backwashed weekly; DE filters backwashed monthly.
6. Skimmer baskets checked each visit.
7. Pump baskets checked each visit.
8. Pool cleaner vacuums kept in good repair, parts charge only.
9. Salt cells checked and cleaned as needed.
10. O-rings lubricated as needed.
11. All parts and chemicals added to pool water or pool equipment are added to monthly bill.
12. In-line baskets cleaned as needed.
13. Time clock adjustments made as needed.
14. Pre-party cleanups provided with 48-hour notice.
15. Water level maintained for vacation and out-of-state customers.
16. Bi-annual complete water analysis provided.
17. Gates closed and/or locked when service is complete.



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Repairs for Swimming Pools on Service

Repairs under \$50.00 are a matter of routine maintenance will be done and billed to your account. Items subject to “wear and tear” are a matter of routine maintenance and are not limited to weirs, baskets, O-rings, and parts for cleaners, such as shoes, wings, pads, etc. Cartridge or DE filters should be cleaned a minimum of two times per year. Litchfield Park Pool Service LLC will clean your filter and the \$85.00 charge will be billed to your account. If you would like to opt out of filter maintenance, please sign the "opt out" section of this maintenance agreement.

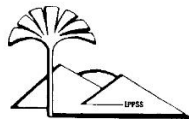
Access to Your Pool

It is imperative that we have access to your swimming pool in order to provide the swimming pool maintenance that has been agreed to. We will make every effort to service your pool on the same day or days each week. If for some reason, such as illness, automobile accident, truck has broken down or family emergency, your service technician is not able to service your pool, service will be provided by another service technician. The timing of these situations does not always allow for us to let you know ahead of time.

If you currently have any locked gates, it is preferred that a combination lock be used. If a key lock is used the Service Provider will need to be provided with two working keys for each lock. If you add a lock after this agreement has been executed, please provide the Service Provider with the combination or two working keys prior to your next service day. If we arrive on our regular scheduled day and we are not able to access the pool, there will be no credit for this missed visit. Service technicians will not jump gates or fences. A door hanger will be left at the front door to let you know that we were no able to service the pool and you will see your service technician the following scheduled service day. A \$25.00 trip charge will be added to your account if we are asked to return to the pool the same week, we were not able to gain entry to your pool because of a locked gate.

Bees, Wasps, Snakes and other Pests

We at Litchfield Park Pool Service are concerned with the safety of both our employees, our customers and others. Some people are allergic to bee or wasp stings and snake anti-venom is very expensive. Should your service technician come in contact with bees, snakes or other pests, they will report the situation to the store. Our counter help will contact you, making you aware of the situation and asking that it be corrected prior to your service technician’s next visit. Please contact us prior to your service technician’s next visit to let us know if he can continue to come or if more time is needed to correct the situation.



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Cleaning System and Cleaner

Your pool must have either a working in-floor cleaning system or an automatic pool cleaner. If you do not have an in-floor cleaning system and wish to start monthly pool service, you will be asked to purchase a pool cleaner prior to service being started. There is no requirement to purchase the cleaner from Litchfield Park Pool Service, LLC.

Litchfield Park Pool Service will make sure your pool cleaner is working properly. If the service technician determines your cleaner is not working, he will place a loaner in your pool and bring your cleaner to the store. Your cleaner will be evaluated, and you will be called, prior to repair of the cleaner, and advised as to what needs to be repaired and the cost.

Dogs and Other Pets

We at Litchfield Park Pool feel that our pets are a part of our family and know that our customers feel the same about their pets. It is the Customer's responsibility to see that their pets are properly arranged for ahead of time. If you do not have a separate fenced off area of the yard for your dogs, please see that they are either in house or in their kennel/crate on your service day(s).

Running Your Pool Equipment

The "Rule of Thumb" is to run your pool pump/filter 1 hour for every 10° of high temperature.

Safety Covers

Your service technician will not remove or replace covers which are intended for safety. If you have a safety cover it will be your responsibility to remove and replace the safety cover.

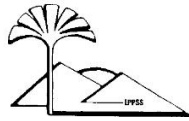
Salt Pools and Low and High Temperatures

Salt chlorinators, at times, like during the high temperatures during the summer, will not be able to keep up with the demand for chlorine. The desired chlorine level during times of high temperatures is 5. Your water is tested each week. If the chlorine level is too low to keep the pool properly sanitized your service technician will add another form of chlorine will be added to your pool for sanitization purposes.

All salt generating systems will shut down when the water temperature dips to 60° or below. Supplemental sanitation may be necessary.

Staining of the Pool's Finish

Different forms of staining to the pool's finish will happen and can be held to a minimum with proper pool chemistry. Swimming pool finishes sometimes will contribute to pool staining. A certain amount staining, shading and/or color variation is normal. Litchfield Park Pool Service, LLC will not be held responsible under the terms of this agreement.



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Staying in Touch

Customer agrees to provide LITCHFIELD PARK POOL SERVICE, LLC with adequate contact information (land line phone number, cell phone number, work phone number, e-mail address) where he/she can best be reached during the day. If Customer cannot be reached in a timely manner, Customer agrees to accept any decision LITCHFIELD PARK POOL SERVICE, LLC makes in regard to maintaining Customers swimming pool and/or other water features.

Vegetation

Keep your palm trees and other plants trimmed. Debris which drops into your pool results in increased chemical use and burdens the pool equipment.

Water Level

Low water level can result in damage to your swimming pool equipment. It is your responsibility to maintain the proper water level. If the service technician arrives and the water level is too low a door hanger will be left advising you to add water.

Liability

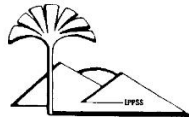
LITCHFIELD PARK POOL SERVICE, LLC, its employees and/or independent contractors, agrees to provide swimming pool maintenance in a responsible manner. "To the fullest extent permitted by law, the Customer shall indemnify and hold harmless the LITCHFIELD PARK POOL SERVICE, LLC, its Owner, employees and/or independent contractors, and agents of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Subcontractor's Work under this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section."

NOTE: We have a full staff of competent repair mechanics capable of repairing all spas, heaters, filters, pumps, salt generators, plumbing, electrical components, automatic controls, pool lights, time clocks, and more.

NOTE: We try to maintain a chlorine level above 3 ppm and a PH level of 7.2-7.4.

NOTE: The pool does not need to be drained to repair or replace a pool light.

OUR GOAL IS TO LEAVE YOUR BACKYARD WITH A CLEAN AND HEALTHY SWIMMING POOL, READY TO USE.



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**ACKNOWLEDGEMENT OF RECEIPT OF LITCHFIELD PARK POOL SERVICE'S
 MONTHLY POOL SERVICE AGREEMENT**

This acknowledgement of receipt form must be signed and received by LPPS before your first date of service will begin. A check mark is required by each of the following before monthly service can be started.

I/we hereby acknowledge that I/we have received and have read (or have had read to I/we), and understand Litchfield Park Pool Services Monthly Pool Service Agreement setting forth the basis for monthly swimming pool and/or additional feature maintenance.

I/we have had all of my questions answered fully prior to signing this acknowledgement of receipt.

I/we understand that it is important that I/we have an active role in helping to maintain a healthy and clean swimming pool.

I/we understand that no promises or guarantees have been made to me/us.

I/we do hereby seek and consent to start monthly pool maintenance with LPPS.

I/we are aware that I/we may stop my monthly pool service with LPPS at any time. I/we will be responsible for paying for the services, chemicals and parts which I have already received and that unpaid accounts will be referred to an outside collection agency for handling.

By signing this form, you acknowledge that you have received and read a copy of Litchfield Park Pool Service's Monthly Pool Service Agreement which explains how both parties will work together to maintain your pool on a monthly basis. Your signature indicates that you have read this entire agreement and understand and agree to its terms and conditions.

'OPT OUT' The customer does NOT want Litchfield Park Pool Service, LLC to provide regularly scheduled filter cleans to be included in their monthly bill.

“Opt Out” Signature

'OPT OUT' The customer does NOT want Litchfield Park Pool Service, LLC to use the card on file automatically each month to pay their monthly account balance.

“Opt Out” Signature

Customer Signature	Date	Best Phone #
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Location of Pool – Address

Customer E-Mail Address	<i>Below for Company Use Only</i>
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LITCHFIELD PARK POOL SERVICE, LLC	Date
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Maintenance will be 1x or 2x? _____ Detached Features: _____