



At Precision Pools, we are committed to designing and building poolscapes and outdoor living areas that reflect the customer's lifestyle and unique personality. Since 1990, we have created the standard for how pools should be designed and constructed in East Texas. This includes incorporating a service and maintenance department with a fleet of vehicles that will hold the same high standard as our pool builds.

Our mission statement is simple:

"To be the Light for all the people who come in contact with our company by providing the finest products, the best service, and an attitude of honesty, integrity, optimism, and appreciation for their interest and business."

We have created this business with the help of our core employees and have maintained high standards for over 30 years.

## **MONTHLY MAINTENANCE PROGRAM AGREEMENT**

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- II. Services Included in Monthly Plans
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### TERMS AND CONDITIONS

- It is important that your pool be clean, algae free and operating properly. Please read this agreement to avoid any misunderstandings. This agreement provides Terms and Conditions for Weekly or Bi-Weekly Pool Service, Repairs, and One-time services completed between Precision Pools Inc. (hereinafter "PPI"/"we") and the Pool Owner/Resident/Manager ("customer"). We appreciate the opportunity for your business and look forward to a lasting relationship.
- Customer agrees to provide PPI with adequate contact information (land line, cell phone number, work phone number, e-mail address) where the customer can best be reached during the day. If customer cannot be reached in a timely manner, customer agrees to accept any decision PPI makes regarding maintaining the customer's swimming pool and/or other water features.
- For all customers, this Agreement must be understood, and they will be billed for the first month's payment before PPI begins service. Payment of the first invoice represents the customer's acknowledgement of this agreement. We bill on the 15<sup>th</sup> of the month for next month's weekly maintenance plan. **i.e. bill July 15<sup>th</sup> for August service and invoice is due August 1<sup>st</sup>.**
- Swimming pool maintenance is a taxable real property service whether done on residential or nonresidential (commercial) property. Swimming pool maintenance includes testing, acid washing, adding and balancing chemicals, cleaning and changing filters, and vacuuming. PPI will collect tax on all cleaning services provided to customers. Service invoices are not a taxable item.
- Maintenance agreements may be terminated thirty (30) days after either party receives written notice of intent to terminate from each other. This agreement may be terminated immediately if all balances are paid in full.
- Invoices will be Emailed unless USPS mail is requested.
- All Invoices for maintenance are due on the first of the month.
- A Paid in Full Invoice and payment receipt will be sent after each payment unless otherwise requested.
- Declined credit cards or returned checks will result in discontinuation of service until payment issues are resolved. Returned checks or declined credit cards will be assessed as a \$50 Non-Sufficient Funds (NSF) fee.
- Fees for repairs, parts, and other one-time services will be due upon completion.
- The customer is responsible for complying with any codes required by the city, state, or Homeowners' Association; these codes may include fencing and gates, backwash/waste lines and all other applicable safety or environmental issues.
- If your account has an unpaid balance on the last day of the month, service may be suspended until payment arrangements have been made.
- Any invoice disputes must be initiated within 10 days of invoice date or charge will be deemed valid.



- Unless specifically requested, Customer agrees to a pre-authorized limit of \$100 for parts, repairs and/or additional chemicals. You grant PPI permission to repair/replace any small parts, baskets, hoses, etc., not to exceed the \$100 limit. Items requiring more service time and parts will be communicated and repaired/declined on a case per case basis.

#### **Services included in Monthly Plans**

- The following are some of the services performed on customer's pool and pool equipment: net, vacuum, brush pool walls, steps and seats/benches, test and adjust water chemistry for Calcium Hardness, Chlorine, pH, Alkalinity, Conditioner, Salinity & Phosphates, check pressure gauge, check skimmer baskets, pump baskets, pool cleaner bag and wall screen, inspect equipment operation, inspect for any visual issues or leaks (heater operation is not always checked unless requested), keep record of pool condition & chemistry, check and notate water level, close gates and/or lock them when service is complete, and adjust time clocks as needed.
- If your maintenance technician notices a problem with the pool, he will leave you a note, record the issue, and contact our office. In the event a problem arises, please call our office as soon as possible to authorize a repair service call by one of our trained equipment repair specialists.
- We will make every effort to service your pool on the same day or days each week. If for some reason your service technician is not able to service your pool, service may be provided by another service technician. The timing of these situations does not always allow us to notify you ahead of time.

#### **Filtration System Maintenance:**

- Cartridge filter cleanings (4 cleanings per year) are separate charges and will be performed by PPI unless specifically requested otherwise. Customer should replace filter cartridges every 3 – 5 years. Customer will be notified when cartridges need replacement. This is a separate, chargeable service repair item if cartridges purchased or installed through PPI.
- If the pool customer has a second set of cartridge filters, PPI will remove your dirty cartridges and replace them with the second set of clean cartridges for an additional charge. PPI will tag your filters, bring them back to the shop to clean, and return them on the next scheduled maintenance day.
- Sand Filter – backwash when needed - customer should replace sand every 3-5 years – customer will be notified when sand needs replacement. This is a separate, chargeable repair item if sand purchased and installed through PPI.

#### **Salt Chlorinators:**

- Chlorine (salt) generators require four cleanings or more per year. The cost for the salt generator inspection/cleaning is a separate chargeable item. We understand and appreciate the benefits of saltwater chlorination; however, salt is still a corrosive mineral, and PPI cannot and will not accept any responsibility for any damage, staining, corrosion, or deterioration of any of the pool equipment or



surfaces that may result from the use of salt in the pool. If the chlorine level is too low to keep the pool properly sanitized your service technician will add another form of chlorine to your pool for sanitization purposes. Salt generating systems will shut down when the water temperature dips to 54 degrees or below. In that case, supplemental sanitation will be necessary.

### **Services not included in Monthly Plans**

**Initial Startup Visit:** It is important that your pool be clean, algae free and chemically balanced when we begin your service plan. For pools that need to be cleaned before we start service, we provide the initial startup visit(s) for additional charges based on the amount of cleaning required. The regular monthly cleaning contract begins the week after the initial startup visit(s).

- Any extra labor above and beyond normal weekly service times.
- Cleaning and/or removing of scum, oil, or mineral deposits from tile, rock, coping, or pool finish.
- Maintaining pool and spa water level. It is the customer's responsibility to maintain the water level. PPI cannot be responsible for equipment damage or other issues arising from improper water level in the pool.
- Excess debris in pool due to acts of nature, vandalism, or lawn maintenance. If you have yard service, there will be an additional charge for a return trip to remove leaves or yard debris that are carelessly blown into the pool.
- Pre-party or Extra cleanups provided with a 7-day notice.
- Uncover and Cover: Uncovering and covering are additional services offered and are additional charges above the normal maintenance fee. Depending on the condition of the pool at uncover, additional service visits may be needed and will bear additional charges.



### **GENERAL AGREEMENT CONDITIONS**

**Pool Service:** We will make every effort to service your pool on the same day or days each week.

**Gates:** Technicians will not jump gates or fences to service pool if gates are locked

**Referral Policy:** While on any active service plan, you can receive a bill credit with referral of a new customer. The new customer must stay active through 3 full billing cycles before you become eligible.

**Pricing:** Pricing is subject to change due to market conditions, fuel costs, etc. Notice will be given at least 30 days in advance for any pricing changes if necessary. All pricing on maintenance and service provided on your pool will be based on competitive local rates and the amount of time spent by our technicians. We believe our pricing is as competitive for the value received as any company in the area and stand behind our work after it is completed.

**Liabilities: PPI, its employees and/or independent contractors, agree to provide swimming pool maintenance responsibly.** "To the fullest extent permitted by law, the Customer shall indemnify and hold harmless PPI, its Owner, employees and/or independent contractors, and agents from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of PPI'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 PPI, 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."



## CUSTOMER POOL AREA RESPONSIBILITIES

**Heavy foliage:** During certain times of the year, due to leaf fall, it is advisable for the homeowner to empty the skimmers and traps daily between our visits. This will help to ensure that the equipment is not damaged due to lack of water flow. Customer agrees to keep plants, trees and equipment area trimmed. Debris which drops into your pool or that covers your equipment area results in increased chemical use and could burden the pool equipment.

**Water Level:** It is the customer's responsibility to maintain the water level. We cannot be responsible for any equipment damage or other issues that arise as the result of low water level in the pool.

**Bees, wasps, snakes, and other pests:** We at PPI 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 encounter bees, snakes, or other pests, they will report the situation to our office. Our Tech/Office 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 you require more time to correct the situation.

**Pressure, suction, and robotic cleaners:** PPI will make sure your pool cleaner is working properly. If the service technician determines your cleaner is not working, and cannot repair on-site, he will bring your cleaner to the shop for evaluation and you will be called, prior to repair of cleaner, and advised on what needs to be repaired and the cost if it is over \$100.

**Freezing Weather/Pool runtimes:** In the event of freezing weather, water circulation must be maintained continuously through the equipment to prevent freeze damage. It is also critically important during freezing weather to do whatever it takes to maintain the proper water level. We do require you to run your pool at least 10-12 hours per day from spring through to the end of fall. We suggest no less than 8 hours of daily runtime during the winter.

**Gates:** If a gate must be locked, we prefer coded locks for access. If you have a key lock, then we require that the gate be unlocked during your service day, that we be provided with the location of a hidden key, or that we be provided with two copies of the key. If the gate is locked on your normal service day and we cannot access your pool, you are still liable for the visit. You are not liable if we attempt to service your pool on a day other than your normal service day without prior notification and gate is locked.

**Pets:** We require that pets be restrained on your service day. If we cannot access your pool due to aggressive pets, you are still liable for the visit. We will always do our best to keep the gate closed, but we cannot be responsible if a pet gets out while we are doing our job. In addition, the customer accepts responsibility for any injuries inflicted by pets on our technicians.

## TERMS AND CONDITIONS FOR SERVICE REPAIR CALLS



- Due to the nature of swimming pool/spa repair and service work, PPI is not responsible for tangential component failures or otherwise unrelated problems that may occur after repair service calls. We will use diligence in troubleshooting and repair procedures, however simply touching some older components may exacerbate problematic conditions.
- Upon completion of a service repair, PPI is not responsible for maintenance or clean-up of the swimming pool unless this service has been requested and the customer agrees to payment for the service, or the pool is under a maintenance agreement with PPI.
- PPI is not responsible for damage to the swimming pool/spa structure, coping or related items; or any of the equipment if caused by slippage under and around the swimming pool/spa, buried debris, surface water runoff, fire, flood, storm, earthquake, acts of God, or the negligent maintenance of the swimming pool/spa by the Customer.
- PPI is not responsible for damage to winter covers during storage.
- PPI warrants that all material used in completing the repair or work contracted herein will be of good quality and the work will be performed in a competent and workmanlike manner. If any defects occur, PPI will repair any improper workmanship (up to 90 days) and replace/repair defective materials, within/up to guidelines of manufacturer warranty coverage, without cost to the customer, provided the customer has notified PPI of such defects within 24 hours of discovery of issue; and further provided that the Customer has paid PPI, in full, the price of the work and has complied in full with the terms and conditions of this agreement.
- A 50% Down payment may be required for jobs of \$1,000 or more.
- Labor is billed at \$125.00 per hour, \$65/half hour for non-maintenance customers. Monthly maintenance customers are billed at \$65 per hour. You will be sent a quote stating the cost of the repair(s); if the customer approves the repairs, understand that during the work, there may be an unforeseen repair that has to be made to restore the proper working condition of your equipment.
- All Quotes are on a case-by-case basis.
- If a customer has unknown issues, the simplest solution is to simply turn off breakers to pool equipment and notify our office. PPI places maintenance pools that are not running at the top of our repair list.