

 125 Lexington Circle

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**POOL SERVICE AGREEMENT**

This Agreement is made this day between KDS POOL SERVICES(hereinafter “KDS”) and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,(hereinafter “Customer”) for services to be provided at

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Street Address), \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (City), TX,

\_\_\_\_\_\_\_\_(Zip),\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Cell#)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Home#).

The Parties agree that Customer has contracted with KDS 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 KDS 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: KDS 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 KDS from performing pool and/or spa maintenance such as the weather, an illness, or a holiday. In such event, KDS 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 KDS 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 KDS 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:** KDS will be closed and service will not be provided as follows: 1) Thanksgiving week, and 2) 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, KDS 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.

1. **Services:** KDS shall provide the following services each week:

• Pool vacuumed as needed

• Pool surface skimmed as needed

• Filter backwashed as needed

• Leaf 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 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 KDS to perform proper maintenance service.

1. **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.
2. **Pricing:** Customer agrees to pay KDS 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 $0.00 every 4 months for filter cleaning.
3. Payment: KDS accepts Credit Card, Cash, Check, or Bank Transfer. Each monthly payment must be received by KDS, in full, before the FIRST scheduled service for that month. For example, the monthly payment for October service must be received by KDS before Customer’s first scheduled service for October.

If 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 a late fee penalty of $25. If Customer fails to cure the default, the Parties agree that KDS 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 KDS for damages suffered as a result of the inability of KDS to anticipate Customer’s default and immediately fill the void created by the default with a new customer.

Credit or Debit charges over $250 will be subject to a 3% fee.

1. **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 KDS only. By providing this information and your signature below, Customer is authorizing KDS to charge the Card on File for all services provided to Customer by KDS pursuant to this Pool Service Agreement.
2. **Disclaimer:** KDS 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, KDS is not responsible for any damages or deterioration caused by failure of a Customer to perform other services recommended by KDS, or by failure of Customer to properly maintain pool and equipment between visits.
3. **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 KDS 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 KDS.

Customer Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-Mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_