

SECTION A --- POOLSERVICE OPENING SPECIFICATIONS

IF POOL/SPA IS NOT SCHEDULED FOR A DRAIN AND CLEAN BUT OPENING CREW DETERMINES POOL/SPA NEEDS TO BE DRAINED AND CLEANED TO ENSURE ITS PROPER OPENING YOU WILL BE NOTIFIED IMMEDIATELY. **THIS SERVICE WILL BE BILLED AT POOLSERVICE COMPANY'S ESTABLISHED LABOR RATES.**

POOLSERVICE WILL NOT DE-WINTERIZE BATHHOUSES OR FRESH WATER SUPPLY TO POOL UNLESS IT IS SPECIFIED WITHIN THE "SCHEDULE OF SERVICES" ABOVE.

REMOVE & FOLD WINTER COVER, REASSEMBLE AND START FILTER SYSTEM(S). MINOR REPAIRS OTHER THAN NORMAL START UP WILL BE BILLED AT THE POOLSERVICE ESTABLISHED LABOR RATES FOR A TECHNICIAN WITH OR WITHOUT A HELPER. NECESSARY PARTS WILL BE BILLED SEPARATELY.

PERFORM INSPECTION OF POOL AND RELATED EQUIPMENT AND RECOMMEND REPAIRS VERBALLY OR IN WRITING FOR REPAIRS IN EXCESS OF \$350.00. NOTE: UPON SIGNING THIS CONTRACT PROPOSAL, POOL OWNER/AGENT AUTHORIZES POOLSERVICE COMPANY, IN ADVANCE, TO PERFORM NEEDED REPAIRS UP TO \$150.00.

TEST FIRE THE POOL HEATER, IF APPLICABLE.

PERFORM INITIAL WATER ANALYSIS OF POOL WATER.

SECTION B----- HOME POOL MAINTENANCE SPECIFICATIONS

PERFORM HOME POOL MAINTENANCE SERVICES TO INCLUDE:

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| SKIM LEAVES AND DEBRIS | BACKWASH FILTER(S)/ CLEAN CARTRIDGES |
| VACUUM/REMOVE DEBRIS | CLEAN WATERLINE TILE |
| CLEAN SKIMMER AND PUMP BASKETS | HOSE, SWEEP OR BLOW OFF POOL DECK |
| BRUSH POOL WALLS AND FLOOR | MAINTAIN FILTER AREA IN ORDERLY FASHION |

A SERVICE RECORD WILL BE LEFT AFTER EACH VISIT.

PROVIDE THE FOLLOWING CHEMICALS FOR **NORMAL** OPERATION DURING THE SPECIFIC SEASON: STABILIZER, CHLORINE OR BROMINE, PH AND TOTAL ALKALINITY BALANCERS, MAINTENANCE ALGICIDE, TILE CLEANER, DIATOMACEOUS EARTH AND FILTER CLEANER. CHEMICALS NEEDED FOR ABNORMAL CONDITIONS WILL BE BILLED SEPARATELY.

THE POOL OWNER/AGENT SHALL BE RESPONSIBLE FOR CHECKING THE POOL/SPA BETWEEN POOLSERVICE'S VISITS. THIS INCLUDES (BUT IS NOT LIMITED TO) KEEPING AUTOMATIC COVERS FREE OF WATER, EMPTYING SKIMMER BASKETS, ADDING WATER.

SECTION C----- POOLSERVICE CLOSING SPECIFICATIONS

POOLSERVICE WILL NOT WINTERIZE BATHHOUSES OR RESIDENTIAL FRESH WATER UNLESS IT IS SPECIFIED IN THE "SCHEDULE OF SERVICES" ABOVE. SERVICES PERFORMED AT CLOSING INCLUDE:

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| LOWER WATER LEVEL AS NECESSARY | MANUALLY CLEAN D.E./CARTRIDGE FILTERS |
| BLOW OUT LINES AND EQUIPMENT AS NECESSARY | BACKWASH SAND FILTER(S) |
| PUT FREEZE DEVICES IN SKIMMER(S) | REMOVE LADDERS AND GRAB RAILS AS NEEDED. |
| COVER POOL WITH OWNER'S WINTER COVER | ADD WINTERIZING CHEMICALS |

THIS CONTRACT DOES NOT INCLUDE WINTERIZATION PLUGS, FREEZE EXPANSION DEVICES, WATER BAGS, COVER ANCHORS , SCALE INHIBITOR OR OTHER APPLICABLE PARTS THAT MAY BE NECESSARY FOR PROPER WINTERIZATION. **NECESSARY PARTS WILL BE INVOICED SEPARATELY.**

WINTERIZATION WARRANTY: POOLSERVICE GUARANTEES YOUR POOL/SPA EQUIPMENT AND RELATED PLUMBING WILL NOT BE DAMAGED FROM INTERNAL FREEZING. DAMAGE CAUSED BY THE MOVEMENT OF DECKS OR FROZEN EARTH IS NOT COVERED.

POOLSERVICE COMPANY LABOR RATES

POOLSERVICE COMPANY RESERVES THE RIGHT TO CHANGE LABOR RATES WITHOUT NOTICE. ESTIMATES ARE PROVIDED FREE UPON REQUEST.

POOLSERVICE TERMS, REGULATIONS AND FINANCIAL CONDITIONS

1. Any fees or licenses required for the express purpose of discharging or draining pool water due to municipal, environmental or regulatory laws shall be the responsibility of the Pool Owner/Agent. Specific work will be rescheduled after applicable permits are secured and the Pool Owner/Agent gives specific instructions to Poolservice for the disposal of pool water. Absent such instructions, Poolservice will drain water to a location, which it believes to be appropriate. Pool Owner/Agent indemnifies and holds harmless Poolservice from any direct, indirect or consequential damage or fines resulting from disposal of pool water.
2. It is the owner's responsibility to have an Automatic pool cover pump, and to ensure that the automatic pool cover is free of water. If the cover is not free of water at service, **Poolservice may, if time permits, pump off cover at an additional fee and service pool. If Poolservice is unable to service the pool, said service visit shall be forfeited with no adjustment to the contract payment schedule.** If you do not have an automatic cover pump, Poolservice can provide one for an additional fee.
3. Pool owner/ Agent will provide fresh water, electricity and applicable permits as necessary.
4. Poolservice at its option, may reschedule any service date. Home Pool Maintenance will usually be performed on the contracted day(s) specified but may be changed without notice due to weather or other circumstances. Poolservice Company's performance is contingent upon strikes, accidents, Acts of God and delays beyond its control.
5. Poolservice will, upon request, supply a certificate of insurance to the Pool Owner/Agent. Poolservice carries workers' compensation insurance, liability insurance and property damage insurance in the amount of \$2,000,000 (Two million dollars).
6. Poolservice assumes no liability with respect to the present or future status of Pool Owner/Agent's pool and equipment conditions.
7. Poolservice assumes full responsibility for acts of negligence or omissions of all its employees on the Pool Owner/Agent's premises.
8. Poolservice is a member of the Association of Pool and Spa professionals (APSP), Better Business Bureau of the District of Columbia, and a licensed Pesticide Operator in the District of Columbia. Poolservice Company service technicians are Registered APSP Tech I and APSP Tech II.
9. **Special requests by Pool Owner/Agent for Home Pool Maintenance visits other than those specified within the context of this contract will be billed separately at Poolservice Company's established labor rates.**
10. An option to extend the contracted season is available at \$105.00 per hour on a time and materials basis (1 hr. Minimum.)To initiate this option , the home pool maintenance manager must be notified in writing at least three weeks prior to the closing date referenced in section c (above) This agreement is not binding until both parties execute it, and such time as the "due upon acceptance" fee has been paid.
11. Contracts which require payments on a scheduled basis may be canceled on a 30 day written notice by Pool Owner/Agent. If said cancellation is made within the terms of the contract, all charges from the beginning of the contract will revert to 'Time and Materials' basis at Poolservice Company's established rates. Additional invoice(s) will be rendered within 30 working days of the termination date and will be due on receipt. Poolservice Company may cancel this contract at any time upon 30 days written notice to the Pool Owner/Agent.
12. A finance charge of \$15.00 per month will be added to all amounts not paid within 30 days of the invoice date.
13. If any payment is not received within thirty working days of invoice date, all service may be suspended until overdue account is satisfied.
14. **Disputed items of service must be brought to Poolservice Company's attention within 5 days of the Disputed Service** and shall not be cause for withholding payment beyond the value of disputed items of service.

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