



Monthly Service Agreement:

This document is an agreement between Culligan Pool Care, LLC and _____ (Customer) for monthly service to be started once the signed agreement for payment for first month's service has been received.

Property Address: _____

Phone Number: _____

Monthly Swimming Pool Maintenance Rates:

Service Type: _____

Weekly Service: _____

Monthly Service Fee: _____

If applicable, other non-attached water features included in this agreement at a rate of _____ per additional feature (e.g. fountain, etc.)

Filters will be broken down and cleaned twice a year (spring and fall) at a charge of _____ (D.E.) or _____ (Cartridge).

Payment:

The Customer agrees to make payment on a monthly basis. The Service Provider bills by the 20th of each month for the following month's service, plus non-covered chemicals/parts that were used the previous month. Payment must be made by the first day of the month being serviced to ensure service is not interrupted. Any payment is considered late if not paid by the above aforementioned statements. Any amount outstanding for 30 or more days may bear interest at the rate of 5 percent per month calculated on the amount owed from the date on which it became due and payable until paid. Delinquent accounts may be turned over to an outside agency for handling and an additional processing fee will be charged.

Payment may be made by check, credit card or cash.

Customer agrees to notify Culligan Pool Care, LLC of any concerns related to agreed upon services within 48 hours after weekly service has been performed.

Services Provided:

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

1. **One (1)** visit per week, year round.*
2. Pool walls, steps and love seats brushed and surface skimmed each visit. Please note: although we make every attempt to remove surface debris, it may not be reasonable or possible to remove all debris. Excess debris removal fee may be assessed.
3. Chemical check each visit and necessary chemical addition.
4. Pressure gauge checked each visit.
5. Sand filters backwashed monthly or as needed; D.E. filters backwashed monthly or as needed.
6. Skimmer baskets checked each visit.
7. Pump baskets checked each visit.
8. Pool cleaner vacuums inspected and repaired as necessary (additional fee may apply).
9. Salt cells checked and cleaned as needed.
10. O-rings lubricated as needed.
11. In-line baskets cleaned as needed.
12. Time clock adjustments as needed.
13. Vacuuming as needed.
14. Before and after pictures provided.

* No services will be provided for Thanksgiving and Dec 24 – Jan 2.

If the service falls on a holiday, service may be 1-2 days before or after the normal day.

Rain/Freeze Visits: In the event of rain or temperatures below 35 degrees, we will perform a chemical/equipment check only. No refunds will be provided for this type of visit.

Terms 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 or by telephone call. 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.

Cleaning System:

Your pool must have either an in-floor cleaning system or a 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 cleaner prior to the service being started. There is no requirement to purchase the cleaner from Culligan Pool Care, LLC.

Maintaining Proper Water Level:

It is the Customer's responsibility to maintain proper water level. If water is low on service day, equipment will be turned off and a service slip will be left advising the customer to add water. Failure to maintain proper water level may result in serious damage to pool equipment.

Excessive Debris:

Excessive debris from certain landscaping may cause chemical imbalances. It is the Customer's responsibility to maintain the landscaping to minimize the effect on the water

chemistry. In the event of excessive debris, an additional service charge may apply. Please note: although we do everything to keep your pool sparkling clean every day, some landscaping may make this impossible. Please discuss any concerns you may have with our service technicians.

Dogs and Other Pets:

We at Culligan Pool Care, LLC 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 the house or in their kennel/crate on your service day(s).

Bees, Wasps, Snakes and Other Pests:

We at Culligan Pool Care, LLC are concerned with the safety of both our employees, our customers and others. Some people are allergic to bee or wasp stings and snake antivenin is very expensive. Should your service technician come in contact with bees, snakes or other pests, they will report the situation to the Field Manager. The Field Manager 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.

Staying in Touch:

Customer agrees to provide Culligan Pool Care, 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 Culligan Pool Care, LLC makes in regards to maintaining Customer's swimming pool and/or other water feature.

Liability:

Culligan Pool Care, LLC, its employees and/or independent contractors, agrees to provide swimming pool maintenance in a responsible manner. "To the fullest extent permitted by the law, the Customer shall indemnify and hold harmless Culligan Pool Care, 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 omission of the Subcontractor, the Subcontractor's Sub-contractors, 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 the Section". Under the terms of this Agreement, Culligan Pool Care, LLC will not be held responsible for any staining of plaster.

Since plaster is composed of natural materials, a certain amount of shading, staining, and color variation is to be expected. Different forms of staining do occur in all pools and with proper chemistry can be held to a minimum. It is the Customer's responsibility to assure that all gates are operating properly. Service technician assumes no responsibility for maintaining fencing or gates at Customer's property.

It is the Customer's responsibility to ensure the swimming pool and any enclosures are up to city, state and/or federal code.

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 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. If we must return before the next scheduled visit, a \$25 return trip fee will be assessed.

Acknowledgment of Receipt of Monthly Pool Service Agreement:

This Acknowledgement of Receipt form must be signed and received by Culligan Pool Care, LLC 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 me/us), and understand Culligan Pool Care, LLC Monthly Pool Service Agreement setting forth the basis for monthly swimming pool and/or additional feature maintenance.

_____ I/We had all of my/our questions answered fully prior to signing this Acknowledgment 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 are aware that I/we may stop my/our monthly pool service with Culligan Pool Care, LLC at any time. I/We will be responsible for paying for the services which I/we 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 the Monthly Pool Service Agreement which describes how both parties will work together to maintain your pool on a monthly basis. Your signature indicates you have read and understand the terms and conditions.

Customer Signature: _____

Date: _____

_____ I would like to receive my statements electronically.

Email Address: _____