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POOL SERVICE AGREEMENT

This agreement is made on this date: _____ by and between Alison Pools, LLC and _____ ("Customer")

for the pool located at _____ (Street) _____ (City), GA _____ (Zip). Billing Address, if different from above location:

_____ (Street) _____ (City), _____ (State) _____ (Zip).

The length of this agreement is for the following time period: _____ thru _____.

The purpose of this agreement is for ALISON POOLS, LLC to perform either pool and/or spa maintenance as described below, to above CUSTOMER for a fee, to be paid as described below.

1. Frequency of Service: The frequency of service to be provided by ALISON POOLS:

Please check option: Weekly Twice A Week Every Other Week¹ Winter Service³ Monthly/Hourly¹

1. These service options require the CUSTOMER to maintain the pool/spa on the off weeks. Failure to perform standard tasks (Sec. 3) may result in unbalanced chemistry and increased cost to CUSTOMER. 2. CUSTOMER is not bound to the frequency of service for the length of the agreement. CUSTOMER is entitled to change said frequency by notifying ALISON POOLS 2 weeks in advance of changing said frequency. Rates are subject to change. 3. Winter Services are quoted on a case by case basis and will follow terms and conditions set forth under Every Other Week. 4. All services require CUSTOMER to maintain proper water levels in pool/spa. If water levels are not adequate, ALISON POOLS will reschedule and CUSTOMER will be charged for the visit. 5. All Rates include 1.25 hours of standard services to be performed. Additional hours spent to maintain pool/spa beyond the standard hours may result in additional charges billed at the service rate/hour (e.g. Fall Season leaves).

Please identify a Preferred Day of Week: MON TUE WED THU FRI SAT Please number in order of preference (1 = first choice) No Preference

* Please note ALISON POOLS will make every effort to accommodate CUSTOMER'S Preferred Day of the Week. However, ALISON POOLS reserves the right to perform its services on another day, if necessary. The service technician is not required to communicate the right to perform these services on another day.

2. Missed Service Calls: In the event your service falls on a holiday, service will be rescheduled. In the event of rain on your service day, the pool/spa will be cleaned to the extent weather permits and chemicals will be added. If service or partial services are rendered, service will not be rescheduled. (In the event that you believe that a service call was missed for reasons other than those stated previously, please contact ALISON POOLS within 24 hours, and the call will be made up.)

3. Services to be performed:

- | | | | | |
|------------------------|---------------------------|--------------------------|-------------------|-----------------------|
| 1) Clean Tile | 2) Brush Tile | 3) Brush Walls | 4) Leaf Rake | 5) Leaf Vacuum |
| 6) Vacuum Pool/Spa | 7) Backwash Filter | 8) Light Heater | 9) Clean Deck | 10) Empty Pump Basket |
| 11) Empty Cleaner Bags | 12) Empty Skimmer Baskets | 13) Test water chemistry | 14) Balance water | |

With the exception of chemicals, all materials necessary for the above services are furnished by ALISON POOLS. Additional services visits may be needed and billed extra above the normal service fees (e.g., storms, severe algae problems, small animal removal, and debris removal caused by another company). All services are performed as needed. Clean Deck includes up to 5 feet of pool type decking (e.g. concrete, paverstone, other stone). Alison Pools will clean deck by using a leaf blower and/or water hose (if available). Additional cleaning or areas of deck must quote.

4. Chemicals: Chemicals are added each service visit either from CUSTOMER'S or ALISON POOLS' inventory. Please select an option:

- "Customer Only" - CUSTOMER will supply and maintain chemical inventory. Use CUSTOMER inventory only.
- "Customer's Inventory" - Use CUSTOMER inventory and supplement from ALISON POOLS inventory when needed.
- "BULK PURCHASE" - CUSTOMER will purchase bulk chemicals from ALISON POOLS and ALISON POOLS will manage chemical inventory. Customer billed accordingly.
- 'Out of the Truck' - ALISON POOLS will supply chemicals from ALISON POOLS inventory and bill customer accordingly.

5. Repairs: Repairs under \$ _____ will be performed without prior notification. Repairs above the amount listed here will require written authorization from CUSTOMER.

6. Opening and Closing: Opening and closing are additional services offered and are additional charges above the normal maintenance fee. Depending on the condition of the pool at opening, additional service visits may be needed and will be additional charges above those billed for opening stated below. Standard prices for these services are listed below. CUSTOMER must call to schedule an appointment for opening and closing.

7. Pricing: The CUSTOMER agrees to pay ALISON POOLS, LLC the standard amount specified below for the frequency of service indicated above and any additional service performed by ALISON POOLS, LLC. Weekly service: \$60.00. Twice a week service: \$60.00 per visit. Every other week service: \$75.00 per visit. Monthly service: \$80.00 per man hour or portion thereof. (This is for a normal size residential pool. Over 40,000 gallons must quote.) In addition to the weekly fees stated, if ALISON POOLS services a portable spa in conjunction with a pool cleaning, a \$25.00 charge will be added. Repair charges will be priced per job with a min. hourly charge of \$80.00 per man hour. Leak locate will be \$175.00 per man hour with repair of priced per job. Spa draining and cleaning is \$80.00 per hour or portion thereof. (Note portable spas do not need to be drained every month). All standard Openings and Closings are billed at \$225 plus chemicals. Customer is responsible for raising the water level in the pool and removing standing water and debris from pool cover or incur additional labor charges. To remove or replace an existing pool cover is billed at the \$80.00 hourly rate. Follow up service visits to an opening are \$80.00 per man hour, or portion thereof, plus chemicals. For visits made if CUSTOMER does not provide access to pool equipment, CUSTOMER will be charged for visit either at their normal service charge per visit or for one hour of work, whichever is greater. All prices are subject to change without written notice.

8. Payment: (Please initial one option)

- Billed.** Payment for service rendered is due upon the due date of the CUSTOMER invoice. CUSTOMERS have ten (10) business days to submit payment in full.
- Pre-Pay.** Payment for services for the month preceding is due the 1st of each month the services are to be delivered. Customer participating in AutoPay and pre-paying with a tender other than a credit/debit card must submit their pre-payments, regardless of an ALISON POOLS invoice, where the pre-payment is received by ALISON POOLS by the 10th day of the month preceding the month in which the services are to be delivered.

9. Late Payments/Fees: Any payment is consider late if not paid by the above forementioned statements (Sec. 8). Any amount outstanding for 30 or more days will bear interest at the rate of 1 1/2 percent per month calculated on the amount owed from the date on which it became due and payable until paid. Late fee will apply in accordance to Alison Pools policy and procedures.

10. Disclaimer: ALISON POOLS, LLC will not be responsible for any damage to property due to acts of nature, fire, vandalism, misuse or abuse. ALISON POOLS is not responsible for the performance of any chemicals it does not sell. CUSTOMER should be aware of normal deterioration of equipment that occurs over time due to exposure to chemicals and sunlight. Due to these factors, ALISON POOLS recommends other annual services (e.g., Annual tune- up of equipment, filter cleaning) above normal maintenance. The CUSTOMER is responsible for maintaining the correct water level and keeping trees and plants trimmed away from the pool/spa and equipment and maintaining equipment by authorizing annual service to equipment. ALISON POOLS is not responsible for any damages or deterioration caused by failure of CUSTOMER to perform other services recommended by ALISON POOLS or by failure of CUSTOMER to properly maintain pool and equipment between visits. If you have any complaints or concerns regarding frequency or completeness of service, you must call ALISON POOLS within 24 hours after the service occurred or was scheduled to have occurred.

11. Termination: This agreement 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 regardless of any CUSTOMER dispute as described in Section 12.

12. Jurisdiction Venue: Resolution of all disputes arising pursuant to this Agreement shall be in either the Magistrate or Superior Courts of Cobb County, Georgia, as appropriate. The parties submit to the jurisdiction of said Courts and agree that venue is proper in such Courts. If ALISON POOLS, LLC is required to bring suit against CUSTOMER or take any other measures including hiring an attorney, to collect any sums due under this agreement, CUSTOMER will be responsible for all expenses incurred by ALISON POOLS, including court costs and attorney's fees.

Full Name: _____ Email: _____ Signature: _____

Main # _____ Work # _____ Cell # _____ Fax # _____ Other # _____