



**CAL POOLS, LLC**  
**YEARLY SERVICE AGREEMENT**  
**TERMS AND CONDITIONS**

1. Services. The services to be provided by Cal Pools, LLC (Cal Pools) included in this Annual Service Agreement (Agreement), are as follows:

1.1. Pool Opening. Includes removing and rinsing off cover, partial cleaning of pool (additional charge may apply for extremely dirty pools or poor water condition), priming and starting equipment, addition of appropriate chemicals (chemicals included in this contract), brushing of walls, and hosing off deck area. (Pool opening may require 2<sup>nd</sup> visit 2 to 3 days later.)

1.2. Weekly Maintenance. Weekly maintenance starts the week after pool opening, and continues on a weekly basis for the remainder of the season. Cal Pools shall determine the weekday of weekly maintenance, and such weekday may vary as determined by Cal Pools. The Owner is responsible for maintaining proper pool water level, in addition to ensuring Cal Pools unfettered access to the pool area, including but not limited to, the removal of all solar blankets. On a weekly basis, Cal Pools will balance the water chemistry, clean pool, and provide general maintenance on filter as required.

1.3. Pool Closing. Cal Pools will pre-schedule the pool closing. Requests by Owner to schedule a closing or services after November 1st will result in additional weekly maintenance charges of \$75.00 per visit. Cal Pools shall provide the following pool closing services: the addition of antifreeze to skimmer areas, the addition of appropriate closing chemicals, the installment of all required plugs, blowing or draining the lines as required, cleaning the filter, and pool cover installation.

1.4. Winter Check-Up Service. This Agreement includes two (2) winter check-up services (to occur in the months of January and March). Cal Pools shall provide the following winter check-up services: draining of pool water level as required, the addition of appropriate chemicals, and checking general pool condition.

2. Replacements. Cal Pools will replace all miscellaneous small parts (skimmer baskets, etc.), on an as-needed basis as determined by Cal Pools, during the season. Cal Pools will automatically charge the cost of these replacements to the Owner's credit card account on file. Owner shall be provided with a receipt of such charge. An invoice shall be provided to Owner for replacement expenses exceeding \$150.00.

3. Limitation of Liability. Cal Pools is not liable for damages sustained to vinyl liners and gunite pools as a result of the services provided, including but not limited to, any staining, etching, tears, chipping, or calcification, unless such damage was caused by the negligence of CAL Pools personnel during a service call, opening or closing. CAL Pools shall not be liable for any such damages if Owner, or his or her family members, guests or invitees were negligent or contributorily negligent in causing the damage at issue.

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Owner's Initials

4. Cancellation. This Agreement may be cancelled at any time, in writing by either party, with or without cause, prior to pool opening at no charge. Either party may also cancel this Agreement at any other time, with or without cause, upon thirty (30) days written notice to the other party. The following charges will apply for any cancellation that occurs after pool opening: weekly maintenance charge of \$75.00 per visit; pool closing charge of \$350.00; and winter check-up service charge of \$100.00. Charges shall be computed from the service start date to the date of cancellation of this Agreement. The yearly total of such charges (excluding items in Paragraph 2) shall not exceed the sum of the Annual Service Agreement.

5. Payment and Account Balance. If a single payment is selected, Owner may elect to pay by cash, check, or credit card. If the monthly payment option is selected, \$170.00 shall be charged to the Owner's credit card account listed below on the 18<sup>th</sup> of each month (for the following month's service), and Owner hereby agrees to all such charges being made by CAL Pools, LLC..

As a service to our clients we accept American Express ("AmEx"), Visa, MasterCard ("MC"), and Discover. Please note that declined credit cards are subject to a \$25.00 service fee for each such occurrence.

If an Owner has paid one payment of \$2,040.00 by check but an account balance remains due to charges for additional materials, parts or services and payment by check has not been received within thirty (30) days of the charge or invoice, Owner hereby authorizes Cal Pools to charge the Owner's credit card account on file for the difference. If payments received for services exceed charges for services, Cal Pools shall credit Owner's credit card account on file for the difference.

6. Attorneys' Fees. In the event that either party commences legal action to enforce any provision of this Agreement, the substantially prevailing party shall be entitled to an award of all costs and attorney's fees actually incurred, even if the matter did not result in the filing of a complaint for monetary damages.

7. Jurisdiction and Venue. Jurisdiction and venue for all matters raised or controversies arising from this Agreement shall be exclusively in the Maryland District Court or Maryland Circuit Court for Queen Anne's County.

8. Time is of the essence in the performance of all obligations under this Agreement.

9. This Agreement shall constitute the entire Agreement between the parties hereto, and no variance or modification thereof shall be valid and enforceable except by another agreement, in writing, executed and approved in the same manner as this Agreement.

10. In the event of a conflict between this Agreement and any Addenda or Exhibits attached hereto, the terms of this Agreement shall govern.

11. In the event that any part or provision of this Agreement shall be adjudged unlawful or unenforceable under Maryland law, the remainder of this Agreement shall nonetheless survive and remain in full force and effect.

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Owner's Initials