

CAL POOLS

Servicing

Anne Arundel, Howard, Queen Anne, Talbot
Kent, Cecil Counties and Middletown DE

877-766-5777 main / 410-827-7329 fax / dan@calpools.com email / www.calpools.com

IN-GROUND SWIMMING POOL SERVICE AGREEMENT

Owner: _____ Home Phone: _____

Street Address: _____ Work Phone: _____

City/State/Zip: _____ Service Start Date: _____

E-mail Address: _____ Service End Date: Automatic Renewal

Term: This is an Annual Service Agreement and it automatically renews at the end of each year. This Annual Service Agreement will continue to automatically renew every twelve (12) months until either Owner or Cal Pools terminates as provided in the Terms and Conditions attached hereto.

Method of Payment: Please select one of the following payment options:

() One (1) payment totaling \$2,040.00, or

() Twelve (12) equal monthly payments of \$170.00 (automatic debit/credit card deduction only)

Cardholder's Name: _____

Billing Address (if different than pool address): _____

Credit Card Number: _____ Expiration Date: _____

By signing below, I agree to the above provisions and the attached two (2) pages terms and conditions, specifically the In Ground Swimming Pool Annual Service Agreement Terms and Conditions.

Owner Signature Date

Service Provider Date

IN-GROUND SWIMMING POOL ANNUAL SERVICE AGREEMENT
TERMS AND CONDITIONS

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

1.1. **Pool Opening.** Pool Opening includes removing and rinsing off cover, 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 of deck area. (Pool opening may require 2nd visit 2 to 3 days after initial opening.)

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 One Hundred Dollars (\$100.00) 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 one (1) winter check-up service. Cal Pools shall provide the following winter check-up services: draining of pool water level as required, the addition of appropriate chemicals as needed, 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 Two Hundred Dollars (\$200.00).

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.

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. The following charges will apply for any cancellation that occurs after pool opening: weekly maintenance charge of One Hundred Dollars (\$150.00) per visit; pool opening Three Hundred Fifty Dollars (\$350.00) pool closing charge of Three Hundred Fifty Dollars (\$350.00); and winter check-up service charge of One Hundred Dollars (\$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 18th of each month (for the following month's service), and Owner hereby agrees to all such charges being made by CAL Pools.

As a convenience to our clients, we accept American Express (“AmEx”), Visa, MasterCard (“MC”), and Discover. Please note that we reserve the right to charge a Twenty-Five Dollar (\$25.00) fee for each occurrence of Owner credit card decline(s).

If an Owner has paid one payment of Two Thousand Forty Dollars (\$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. **Provision of Services.** Cal Pools reserves the right to assign provision of services to Cal Pools affiliates based on location/territory.

8. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument, binding on the parties, and the signature of any party to any counterpart shall be deemed a signature to, and be appended to, any other counterpart.

9. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

10. **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 corresponding to the pool address.

11. **Headings.** The headings of the sections of the Agreement are for convenience only and shall not control or affect the meaning or construct or limit the scope or intent of any of the provisions of this Agreement.

12. **Time is of the Essence.** Time is of the essence in the performance of all obligations under this Agreement.

13. **Entire Agreement.** 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.

14. **Conflict Among Documents.** In the event of a conflict between this Agreement and any Addenda or Exhibits attached hereto, the terms of this Agreement shall govern.

15. **Validity.** 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.