

## **POOL SHARK CLEANING, LLC**

### **CONTRACT AGREEMENT**

This is an agreement that the customer is to pay the company, Pool Sharks Cleaning, LLC, \$ per month plus chemicals\*. This being paid by the customer(s) whose contact information is connected to this contract via Square. (See \*\* below)

This clause is the guarantee that you, the homeowner, are the legal homeowner of:

Address:

When signing the homeowner(s) agrees that the address and statement above is correct.

\*This customer is paying for either chemicals fixed into price or chemicals by their usage customer. They may be providing for their own chemicals customer. All chemical invoices are to be paid by customer(s)/signee connected to this contract via Square.

Chemicals Fixed-In-Price and How it Works:

Chemicals are included in a flat monthly price. Chemical excluded from this are: Salt and specialty chemicals.

EXAMPLE:

Customer pays a flat \$250 at the first of the month. \$150 of that is for services. \$100 of that is for chemicals. The dollar amount of chemicals used by the customer is recorded monthly.

If services are ended, we review your account to see the difference between what the customer paid versus the dollar amount of chemicals used. The difference is invoiced for. We do not credit the customer

Month: Jan.

Customer PAID: \$100

Chemicals used: \$50

Total leftover: \$50

## Clause 1 • Initials required

Payments are due on the 1st of each month. All invoices due must be paid for services to begin. All invoices due at the date of cancellation must be paid. Please review the following to avoid fees, cancellation or postponements.

Customers will receive their service bill 5 days before it is due.

Payment Options:

Online Payment through Pool Junction App

Auto-Billing or on due dates

Write a Check:

Mailed to PO BOX 1029 Grovetown, GA 30813

A \$25.00 fee will be billed for insufficient funds.

Cash:

Mailed to PO BOX 1029 Grovetown, GA 30813

Customer is required to have a credit card on file through their account via the PoolJunction App.

\*\*\*Customers who refuse to have a card on file may be subject to cancellation of services or a nonrefundable deposit may be invoiced for to begin services. Card on file must be uploaded within 30 days.

\*\* MORE - Having your Card on File:

The customer will be put into our Auto-Billing system.

Auto-Billing withdraw dates are the 1st and 15th for chemicals.

If customer does not wish to be in Auto-Billing:

Your invoices will be due on the 1st and 15th every month.

#### LATE PAYMENT:

After Invoices are 5 days late, PoolSharks will charge the card on file. If the card on file does not work, a late fee will be applied. We will notify the customer of this issue and will retry the card in 24-48hours. If the card still does not work, we will put the account on hold.

#### Account on Hold:

Once your account is on hold, your services are also being postponed until payment is received. A letter will be sent out via email, to the email(s) on file, for immediate action required. Once payment is received, services will continue. After 30 days of being late, the customer's account will go into termination.

#### Account Termination:

A termination letter will be emailed to the email(s) on file. Overdue Bills will go to collections. Customer will not be allowed services in the future.

\*\*\* (If your chemicals are fixed into the monthly price, you will only be charged on the 1st).

## PoolJunction APP • Initials required

Once you have accepted an estimate from us, you can expect to be billed for prepaid pool services.

You will have an account through Pool Junction App. Our team will send you a text asking to download the app and give you login credentials(token) that will need to be used within 48hrs. This app will allow you to see your bill, services done, bids, chemicals used, etc.

Download app

Add phone# & Copy TOKEN from text message to app

You're in!

If you have trouble loading your app to the token page - exit and restart app

## TERMS, CONDITIONS AND POLICIES • Initials required

Services Include:

1. Maintain proper water balance with professional pool chemicals.

(chlorine, pH, alkalinity, calcium hardness, conditioner level, and salt if applicable.)

2. Empty baskets and backwash filters as needed. Brush tile, walls and steps as needed. Vacuum and net as needed.

4. Service report after each visit detailing work done and problems noted.

(Available through App)

VACATION, HOLIDAYS and SICK DAYS:

Pool Sharks Cleaning reserves the right to skip up to four (4) weeks of service per year (Due to vacations, holidays and/or sick days).

Please note that 4 months of the year have 5 weeks that you are not being billed for.

#### Safety Issues:

The homeowner/resident is responsible to maintain code compliance with the city on issues such as fencing and gates, backwash/waste lines and all other applicable safety issues.

#### Water Level:

If water is needed, we will add water while on site and will turn it off when we leave. It is the homeowner's responsibility to maintain proper water levels. Without, damages to the customers pool may prevail. PoolSharks is not responsible for any damages that occur due to lack of water in the pool.

#### Chemicals:

All basic chemicals are stored on our vehicles.

#### Payment Terms:

Services are billed for at the beginning of the month for that current service month and must be paid by the 5th of the same month to insure uninterrupted service. Repairs are billed beforehand and are due within the date given.

#### Access to Your Pool:

Customer must provide permission and easy access to their pool at the address provided on any given day.

Locked Gates: Please provide a combination lock or copies of the gate key to provide uninterrupted service. If in the event, 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.

#### On Rainy Days:

A chemical service will be performed which includes the emptying of baskets.(No refunds will be given for this type of service.)

#### Termination:

Service may be terminated at will by either party with no advance notice. However, A notice MUST be given. All overdue or due bills will still be due.

#### Pricing:

Pool Service is billed at an annualized price. If you need service for summer months only, your billing may increase. Chemicals and parts are priced at their market value.

#### Pets:

The homeowner/resident is responsible to contain and restrain their pets. A notification will be sent to your PoolJunction App/Email/Text that we are in route to your pool. This can be a 15min-30min window before arrival.

#### Additional Cleanup Charges:

In the event the pool is unusually dirty at time service is started there will be an additional charge which will vary depending on severity of debris.

This includes but is not limited to: an event where the pool receives excessive debris, dirt/sand due to homeowner/resident, landscaping, pool damages or poor draining.

Make sure landscaping maintenance is not getting debris in the pool.

Additionally, make sure your landscape is in-order prior to Hurricane season to prevent additional charges.

#### Filtration System Maintenance:

Filters need to be kept in good operating order.

Sand filter media should be changed every 5 years.

D.E. Filters should be broken down and cleaned every 6 months

Cartridge Filters and Salt Cells should be broken down and cleaned every 3 months.



Liability:

Under the terms of this agreement, Pool Sharks Cleaning 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 occur in all pools and with proper chemistry can be held to a minimum.

You (the customer) are signing for treatment under PoolSharks subject matter expertise. You are encouraged to ask and understand services but per this contract you are along us to provide services.

POOL SHARKS CLEANING, LLC, its employees and/or independent contractors, agrees to provide swimming pool maintenance in a responsible manner. "To the fullest extent permitted by law, the Customer shall indemnify and hold harmless POOL SHARKS CLEANING, 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 omissions of the Subcontractor, the Subcontractor's Sub-subcontractors, 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 this Section.

The above prices and specifications are satisfactory and are hereby accepted. I hereby authorize you to do the work and agree to pay according to the terms outlined in this agreement. All prices are subject to change.

BIDS:

If a bid is not approved or dismissed within the valid dates, PoolSharks is subject to approve the bid and an invoice will be sent out for payment.

#### DAY OF SERVICE:

The customer will be given a day that their services will be held on weekly. This is always subject to change and is not a guarantee. Customers will always be notified via email/text/app of any changes.

#### Chemicals part 2:

#### Providing Your Own Chemicals:

Chemicals produced by the customer for PoolSharks to use at their pool site MUST provide an ample amount of said chemicals per the list given. The customer is responsible for said chemicals provided for when they run low or out.

The customer understands that if chemicals are not provided for that PoolSharks will add the necessary chemicals needed at the customers service stop and those said chemicals will be invoiced for.

Chemicals provided by the customer must be stored within a location at the pool site. If locked, customers must provide access to PoolSharks.

PoolSharks is not responsible for a log or any form of documentation of the chemicals provided for by the customer. The customer is in agreement and understands that they are fully responsible for the chemicals provided for.

Chemical List:

Granular chlorine, liq. Acid, baking soda, calcium hardness, 3" tabs, liq. chlorine , liq. Conditioner, algaecide, salt,  
\*any specialty chemicals required of the pool

Chemicals billed by Usage:

Due on the 15th of each month. We only invoice for the amount used.

Chemical prices are marked at market value.

Prices vary every month per their usage and prices are subject to change.

Pool Service Email Door Hangers:

PoolSharks emails doorhangers/logs of your service stop.

PoolSharks is not responsible to provide an email doorhanger as a form of documentation and/or guarantee of services provided. PoolSharks is not responsible for providing any form of documentation of services. The customer is signing for services that are not required to have a processed knowledge document.

CONTRACT AGREEMENT:

If you choose PoolSharks we will send you a Contract Agreement to sign via EMAIL.

(This agreement is attached through Square, please follow the steps in the email).

This agreement is to be upheld by both parties and signed by both parties to begin services.. Both parties can end services at any point.

All invoices due must be paid for services to begin. All invoices due at the date of cancellation must be paid.

Photos of Pool/Property:

The customer grants permission to PoolSharks LLC for the use of photograph or electric media images as identified below in any presentation of any and all kind whatsoever. This giving permission to reproduce, publish and share photographs. Images will be stored in a secure location and only authorized staff will have access to them. They will be kept as long as they are relevant and after that time destroyed. Customer understands that they can revoke this authorization anytime in writing to PoolSharks.

Image description(s): photos of pool, pool equipment and the surrounding area at the customers address.

## REFUND POLICY • Initials required

Find our refund policy, privacy policy and this contract template on our website. [poolsharksga.com](http://poolsharksga.com)

Pool Sharks Cleaning LLC

NO returns allowed as all sales and services are final. NO refunds applicable as ALL SALES and services are FINAL.

Cancellation: Customers who cancel services with PoolSharks in the middle of a month or before all service stops have been made are not applicable for a refund.

If you have any questions or concerns regarding your billing please contact us here: [poolsharksga@gmail.com](mailto:poolsharksga@gmail.com).

## GREEN POOLS • Initials required

Green Pools:

PoolSharks does not refund any customers for their pool turning green during any point and time during services with this company.

Pools that have poor filtration systems can take longer to get a pool clear. Sand changes or filter replacements may be needed.

We cannot vacuum a pool that we cannot see the bottom of, this could destroy equipment if large debris were to get caught.

Circulation:

If a pool has poor circulation, it can cause algae as well. One of the things we access when we are at your pool is- your pool return inlet. We correct any old, wrong-angled returns to ensure your pool is getting the right circulation.

Chemical Balances:

We check every week, as you can see via your service log, your chemical balances and correct them. Some algae takes longer than others to die off. Once the algae is dead, we vacuum the fall-out or settlement to your system to remove it; this can take multiple trips before the fall out is completely removed. You may also experience cloudiness.

Lastly:

Tab floats, checking your pool's bather load, filtration timer times and in pool vacuums are all helpful ways to keep your pool clean.

PoolSharks encourages you to please let us know if you notice even the slightest bit of algae growth. We would also like to encourage you to please stay on top of your service log notes. This is where we send any notes to let you know what may need to be done while we are away from the pool the rest of the week.

## WINTERIZATION and YEAR-ROUND SERVICES INFO • Initials required

Winterization/Closing Pools:

PoolSharks does not close any pools until the pool's water temperature is 65 degrees and lower all day, every day. This is to ensure no algae will grow after the pool is covered. **POOLSHARKS HIGHLY RECOMMENDS NOT CLOSING POOLS OR ENDING SERVICES.** Customers who do not properly close their pools will be refused future services. PoolSharks will send out a bid for customers to approve for this and it must be partially paid for two weeks before closing. This is only to ensure we have all the needed equipment in time for your closing. You will see on your bid some of the equipment needed.

YEAR ROUND SERVICES:

The benefits: chemical costs typically go down during the winter, you will not have to fight a green pool come next spring. Year-Round customers get the benefit of having flat-rate chemicals year-round. This means you will never pay over a certain amount even in the summer months when more chemicals are required.

Your pool is professionally looked after year-round. This saves you stress when you have professionals first-hand being able to notify you if you have a leak, need something replaced, etc..

If the bid is not approved or denied there will be charge for a cancellation fee at the date of services ended.

#### BIWEEKLY SERVICES:

Some customers do have the option to change your service plan when fall begins. For those who have weekly services, if accepted, you may switch to bi-weekly. This depends on your pool's needs and how dirty the pool is on a regular occasion. If you do not receive a bid for biweekly services, your pool may not be qualified for BiWeekly Services.