



Sparks Pool Services Agreement

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This Agreement is a legally binding contract between the Client and Sparks Pool Services for recurring pool and spa maintenance services.

1. Scope of Services

The Client must select one of the following maintenance packages. Services are non-transferable.

One-Time Clean

- Water testing & chemical balancing
- Skimming & vacuuming
- Equipment inspection
- *Filter cleaning/replacement
- Chemical adjustments included

Limited to 3 hours of labor. Excessive cleaning (e.g., green pool) will incur additional charges, quoted upfront.

**Filter Replacement parts (e.g., cartridges) are billed separately.*

Bi-Weekly Clean

- Water testing & chemical balancing
- Skimming & vacuuming
- Equipment inspection
- Chemical adjustments included
- Detailed service report
- *Filter cleaning/replacement
- Tile line cleaning

**Filter Replacement parts (e.g., cartridges) are billed separately.*

Monthly Service

- Water testing & chemical balancing
- Skimming & vacuuming
- Equipment inspection
- Chemical rebalancing
- *Filter cleaning/replacement

- Pump inspection
- Heater maintenance
- Automation system check
- Minor repair identification
- Maintenance recommendations
- Seasonal maintenance reminders

**Filter Replacement parts (e.g., cartridges) are billed separately.*

Chemical Responsibility

Standard operational chemicals, including chlorine/salt, muriatic acid (for pH balance), and soda ash (for alkalinity), are **included** in the monthly fee for recurring services. Specialty chemicals (e.g., algaecides, clarifiers, flocculants, phosphate removers) required due to unusual water conditions or owner negligence will be **billed separately**.

2. Service Schedule and Access

1. **Service Day:** A technician will be assigned a recurring service day. While we strive for consistency, the Service Provider reserves the right to adjust service days due to weather, route efficiency, or holidays without prior notice.
2. **Holidays & After Hours:** Services are not provided on major public holidays or after standard business hours (8:00 AM – 5:00 PM). If a scheduled service falls on a holiday, the Service Provider will complete the service on an alternate date that week.
3. **Client Access:** The Client **must ensure clear and safe access** to the pool, equipment, and pool service gate on the scheduled day.
 - If a technician is denied access (e.g., locked gate, aggressive pet, construction) upon arrival, a **\$45 Access Denial Fee** will be charged, and the service will be rescheduled, if possible, at the Client's expense.

3. Financial Terms and Payment

1. **Billing & Currency:** Services are billed monthly in advance on the **1st day of each month**. All payments shall be made in **U.S. Dollars (USD)**.
2. **Payment Methods:** Payment must be made via **credit card, debit card, or ACH transfer** through the Service Provider's authorized billing system. The Client agrees to keep accurate and up-to-date billing information on file for automatic processing.
3. **Payment Due Date:** Full payment for recurring monthly service is **due on the 5th day of the service month**.
4. **Late Payments:** If payment is not received by the 10th day of the service month, a **late fee of \$50.00** will be applied. The Service Provider reserves the right to suspend all services until the account balance is current.
5. **Additional Charges:** Any additional services (e.g., repairs, non-routine filter cleans, excess chemical usage) requested by the Client or required outside the scope of the

package will be **quoted and approved** by the Client prior to commencement. These charges are due within **10 days** of the invoice date.

6. **Taxes:** All stated fees and charges are exclusive of applicable federal, state, and local taxes.

4. Liability and Disclaimers

1. **Equipment Condition:** The Service Provider is responsible for the proper operation of pool equipment **during service**. **We are not responsible for the failure or damage of existing pool equipment** (e.g., pumps, heaters, filters) due to normal wear and tear, age, manufacturing defects, or pre-existing conditions.
2. **Pets and Property:** While we take reasonable precautions, the Client is responsible for securing pets and ensuring clear and safe walkways. The Service Provider is not liable for unsecured pets escaping the property.
3. **Limited Warranty:** The Service Provider warrants that services will be performed in a professional and workmanlike manner. The Service Provider's liability for any damages arising under this Agreement is strictly limited to the fees paid by the Client for the service period in question.
4. **Dispute Resolution:** Any dispute regarding an invoice or services must be communicated to the Service Provider in writing within **7 days** of receipt of the invoice or service.

5. Contract Duration and Termination

1. **Contract Duration:** This Agreement begins upon the date of signing and shall continue on a **month-to-month basis** until terminated by either party.
2. **Cancellation:** The Client may cancel this contract at any time by providing **30 days written notice via email**. The Client remains responsible for payment for all services scheduled or rendered during the 30-day notice period.
3. **Right to Suspend/Terminate:** The Service Provider reserves the right to immediately suspend or terminate service without notice for non-payment, dangerous working conditions, persistent denial of access, or if the Client's pool conditions present an unreasonable safety risk or excessive labor demand.

Acceptance

By digitally signing below, both parties indicate their approval of the selected maintenance package and agree to all terms and conditions of this month-to-month service contract with Sparks Pool Services.

Client Signature: _____ **Date:** _____

Service Provider Signature: _____ **Date:** _____