



POOL CONTRACT

Townley Pool & Spa (TPS) will agree to visit the customer's property once per week to conduct the following schedule of services:

Every Visit:

1. Conduct on site water analysis for sanitizer and pH; adjust as necessary
2. Take water sample to store for a full computerized BioGuard analysis; adjust at next visit
3. Clean out skimmer basket(s) and pump basket(s)
4. Brush walls and steps
5. Backwash system if needed (DE filters will be recharged as necessary)
6. Empty pool cleaner bag, if equipped
7. General inspection of water level, swimming pool and related areas, and pool equipment; note any needed repairs

Additional Cost Items:

1. Cleaning and clearing an algae/dirt filled pool is at an additional charge and on limited availability
2. Vacuuming is not included in this service. If vacuuming is requested, 24 hr prior notice is required and will be billed at \$85 per hour
3. Additional service related items are conducted under the normal service rates
4. All chemicals will be purchased from TPS and will include a 5% discount
5. DE filters will be completely disassembled, cleaned, and inspected twice per year
6. Cartridge filters will be cleaned every 2 months and filters replaced every 2 years.
7. Sand filter media will be changed every five years
8. Spring openings and winter closings will be discounted \$20 per service (if requested)

Chemicals:

Traditional Chlorine Pools:

1. BioGuard Optimizer will be added and maintained to provide sparkling clear and soft water
2. BioGuard Silk Tabs / Sticks will be used as the sanitizer
3. BioGuard Burn Out / Smart Shock will be the primary oxidizers. Turbo Shock / Lithium Shock may be used with owner permission
4. BioGuard Back Up / Algae All 60 will be used to control algae

Salt Water Chlorine Pools:

1. Only pool grade salt or BioGuard's Mineral Springs will be used
2. BioGuard's Optimizer will be added and maintained to provide sparkling clear and soft water
3. BioGuard's SaltScapes Scale Defender will be added to protect salt cell
4. If salt system is inoperative (low water temp / equipment failure / etc), then chemicals from the traditional Chlorine Pool program will be used

5. The salt cell will be cleaned twice per year with BioGuard's SaltScapes Cell Cleaner

All Pools:

1. BioGuard balancing chemicals will be used to maintain proper water chemistry
2. Proteam Filter Magic will be used monthly, during backwash, to keep sand filters cleaned

Chemicals that are used will be added to the next month's service charge

Access:

TPS will visit the property address on a routine schedule to the maximum extent possible. All forms of entry to the pool and equipment must be made available on service days. If severe weather, employee illness, or customer's request (24 hrs noticed required) precludes our visit, the service visit may be rescheduled. If the property cannot be accessed on a scheduled service day (i.e., locked gates, animals out, etc.) the service visit will be skipped and no refund will be given

Customer Responsibilities:

_____ It is the customer's responsibility to maintain proper water level. Failure to maintain proper water level may result in serious damage to equipment

_____ The circulation / filtration system will be required to run 24 hrs. per day

_____ The customer will need to provide and maintain, in good working order, proper service equipment (i.e., brush, pole, hose, vacuum, etc.)

_____ The customer will need to maintain a proper chlorine delivery system (i.e., salt system, chlorinator, etc.)

_____ The customer will need to have a pool cleaner (Polaris, Tiger Shark, etc.)

_____ The customer will maintain a current credit card on file with TPS. The service and related chemicals will be charged on the 28th of the month.

_____ The equipment will need to remain free of bees, wasps, snakes, dense foliage, and other pests

_____ A contact phone number needs to be kept current so that we can reach the customer during the day if issues arise. If customer cannot be reached in a timely manner, then the customer agrees to accept any decision TPS makes in regards to properly maintaining the pool and/or equipment

_____ During seasonal times of heavy defoliation, the customer will need to empty basket(s) to allow proper circulation on non-service visit days.

Liability:

TPS, its employees and/or independent contractors, agrees to provide this pool service in a responsible manner. To the fullest extent permitted by law, the customer shall indemnify and hold harmless TPS, its employees, and/or its independent contractors, and any agents from and against claims, damages, losses and

expenses, or to injury or destruction of tangible property. TPS will not be held responsible for any staining, freezing, or other natural damages to property or pool surfaces and equipment.

Acknowledge of Above Agreement:

This agreement is for _____ months or and will automatically renew 30 days prior to the end of the last month of the term. It can be terminated immediately and at any time by either party in writing. The termination fee will be the monthly service price for the number of months remaining or a flat fee (determined by TPS), whichever is less

I/We understand that it is important that I/we have an active role in helping maintain a healthy and clear pool.

I/We understand that no promises or guarantees have been made to me/us.

Respectfully,

David Townley
Townley Pool & Spa

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