

Rate: \$ \_\_\_\_\_ per month  
 Day of week: \_\_\_\_\_  
 Start date: \_\_\_\_\_

### WEEKLY SERVICE AGREEMENT

|                                      |                               |
|--------------------------------------|-------------------------------|
| Name _____                           | Phone: _____                  |
| Pool Address _____                   | Phone 2: _____                |
| E-mail _____                         | Notes: (Gate code etc.) _____ |
| Mailing Address (if different) _____ |                               |

**Billing Preference:**     E-mail (Preferred)             Mail            **Payment Preference:**

- Online bill pay** Invoice will be sent to email address on file. Payment can be sent by clicking the "pay now" link within the invoice. We accept Visa, Mastercard, AMEX, Discover and Paypal.
- Mail personal check** Customer chooses to mail check to PO Box 4375 Kailua Kona, HI 96740. Make checks Payable to Salani Pool and Spa Service.

**Weekly Service Includes:**

1. Maintain proper water/chem balance (chlorine, pH, alkalinity, calcium hardness, conditioner level, and salt if applicable.)
2. Empty baskets weekly and back wash filters as needed.
3. Brush tile, walls and steps as needed. Vacuum floor as needed. Skim surface as needed.
4. Inspect pool equipment for proper operation.
5. Maintain a written record of the service visit.

Note: Salani Pool and Spa Service reserves the right to skip up to three (3) days of service per year (Due to vacations, holidays and/or sick days). Please note that 4 months of the year have 5 service weeks which are not charged extra. Skipped days will not be taken consecutively and will be communicated to customer.

Anything else will be considered extra. Any extra work, will be sent for approval, unless otherwise agreed upon.

**The following terms and conditions apply to the service:**

1. **Safety Issues:** The homeowner/customer is responsible to maintain code compliance with the county and state on issues such as fencing and gates, backwash/waste lines and all other applicable safety issues. It is the customer's responsibility to store pool chemicals in a safe place, out of the reach of children and pets.
2. **Water Level:** If water is needed, we will add while on site and turn it off when we leave. This may not always be sufficient, so we ask that customers maintain proper water levels.
3. **Chemicals:** Chemicals are included in the monthly service rate. If a large and/or unusual amount of chemicals are needed an extra charge will be applied. An itemized list of extra chemicals used will be provided and the cost will be combined on your monthly service bill.
4. **Payment Terms:** Service is billed around the 23rd of each month for that current service month and must be paid within 15 days to insure uninterrupted service. Any repairs performed will be included with the monthly service bill. Unpaid bills will result in suspension or cancellation of service.
5. **Access To Your Pool:** Locked Gates: Please provide the combination lock code or a 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.
6. **On Rainy Days:** Only a chemical service and emptying of baskets will be performed during heavy downpours and/or when lighting is nearby.
7. **Termination:** Service may be terminated at will by either party with written notice.
8. **Additional Cleanup Charges:** In the event that the pool is unusually dirty at time service is started or in the event that the pool receives excessive debris and or dirt load due to homeowner/resident, landscaping or poor draining, there will be an additional charge which will vary depending on severity of debris.
9. **Repairs:** Repairs over \$50 will be communicated and approved by customer prior to service. Any repairs over \$300 require 50% deposit before work can begin. Any repairs under \$50 will be done as a matter of routine maintenance.
10. **Filtration System Maintenance:** Need to be kept in good operating order. **Sand filter media** should be cleaned once per year. **D.E. Filters** should be broken down and cleaned every 6 months. **Cartridge Filters** should be broken down and cleaned every 6 months. Filtration maintenance is charged at a rate of \$75.00/hour and must be approved by customer prior to service.
11. **Liability:** Under the terms of this agreement, Salani Pool and Spa Service 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.
12. **Insurance:** Salani Pool and Spa Service is to carry a general liability insurance policy.

Salani Pool and Spa Service, 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 the Salani Pool and Spa Service, 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."

Salani Pool and Spa Service            **Date** \_\_\_\_\_            **Signature** \_\_\_\_\_

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. Prices are subject to change.

**Date** \_\_\_\_\_            **Customer Signature** \_\_\_\_\_