



Service Agreement

Prepared For:

[Member First and Last Name]

[Company]

[Address]

[phone]

[email]

Prepared By:

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Pro Pools and Spas LLC, DBA Pro Pools

Boulder County, CO

(720) 305-3500

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propoolsandspas.com

This Service Agreement ("Agreement") is entered into between Pro Pools and Spas LLC, hereinafter referred to as "Pro Pools," and [Member Name], hereinafter referred to as "member," effective as of [Date].

1. Member Contact	Name	Phone	Texts okay?	Email	Receive service report
Primary					
Alternate					

Texts are used for customer communication, not for mass marketing purposes.

2. Member Property Access and Drain/Fill

Address	Access	Pets?	Type	Drain to Location	Fill Source
			Pool Spa		
			Pool Spa		

3. Scope of Services

Routine service plans include:

- Water Testing
 - pH, Free Chlorine, Alkalinity, Calcium Hardness, Cyanuric Acid (if applicable), Salt (if applicable), Temperature, Saturation Index (calculated)
- Advanced Testing as necessary (if related issues arise)
 - Total Chlorine, Combined Chlorine (calculated), ORP, Total Dissolved Solids, Phosphates
- Cleaning as necessary (depending on usage)
 - Water line wiped with a sponge, hot tub cover wiped with a rag, debris skimmed from surface, debris vacuumed from bottom, all skimmers emptied, spa filters swapped, pool filters backwashed or swapped, pump strainers cleaned out
- Inspection
 - Generally check to make sure programs and equipment is functional, note and notify any problems noticed. If authorized by member, may carry out troubleshooting and repairs for an additional charge immediately.
- Water Balancing as necessary (depending on test results)
 - Chemicals are added to bring the tested levels into acceptable ranges. Acceptable ranges vary based on the body of water, chemicals used, and manufacturer guidelines. Certain readings may be higher or lower within a range to maintain a proper overall balance. The below table has been compiled using the Model Aquatic Health Code (4th Edition), Colorado Code 5 CCR 1003-5, and manufacturer guidelines. A balanced body of water will generally fall within these ranges:

Testing Parameter	Minimum	Maximum
pH	7.0	8.0
Free Chlorine <i>ppm</i>	.25	10
Combined Chlorine <i>ppm</i>	0	1
Bromine (if applicable) <i>ppm</i>	1.5	10
Total Alkalinity <i>ppm</i>	70	180
Calcium Hardness <i>ppm</i>	150	600
Temperature <i>fahrenheit</i>	77	104

ORP <i>mv</i>	250	900
Hydrogen Peroxide (if applicable)	20	100
Copper (if applicable, ion generator) <i>ppm</i>	.25	1.3
Silver (if applicable, ion generator) <i>ppb</i>	15	100
Ozone (if applicable, ozonators) <i>ppm</i>	N/A	.1
Cyanuric Acid (if applicable, outdoor pools) <i>ppm</i>	20	100
Phosphates <i>ppb</i>	0	1000
Total Dissolved Solids <i>ppm</i>	250	5000
Saturation Index	-.5	.5
Salt (if applicable*) <i>ppm</i>	1500	2000
*Salt systems lower recommended Calcium Hardness (25-75), Alkalinity (40-120), and Phosphate (0-300) Levels		

Additional Services Available

For an additional charge, the following services may be provided:

- Additional routine service visit - *If scheduling allows, a request from the member to have an additional routine service visit can be added, including all of the services listed above.*
- Drain and fill - *Partial (>3" of the water level) or full (>50% of the volume) drains and fills to replace the water. Member and Pro Pools must have an established drain to plan and fill source prior to carrying out any drains/fills.*
- Winterization - *Drain, empty, clean, and blowout the body of water. Some pools depending on water table and shell finish will not be fully drained to winterize. A provided safety cover can be installed over the winterized pool.*
- Summer startup - *Drain, clean, refill, and balance the body of water. Depending on the shell finish, a pressure washer may or may not be used. Safety covers will be taken off and rolled up.*
- Filter cleaning - *Remove filter, soak in cleanser, rinse, and return to service.*
- Filter media change - *Diatomaceous earth or synthetic types of filter media is replaced with new product.*
- Chemical sales - *Chemicals for sale for member use and storage.*
- Part sales - *Parts for sale for member use, storage, or installation by Pro Pools.*
- Troubleshooting/Consultation - *Site visit to help identify source of issues. Does not guarantee resolution.*
- Repair - *Repairs or modifications available.*

4. Member Responsibilities

- Maintain proper water level.
- Provide safe and unobstructed access to the pool and spa area during scheduled service visits.
- Notify Pro Pools of any issues or concerns regarding the pool or spa promptly.
- Ensure pets or children are supervised and kept away from the pool area during service visits for safety reasons.

5. 2024 Fee Schedule

5.1 Definitions

Pool – Body of water greater than 3000 gallons in volume. Only one pool at one property.

Spa – Body of water less than or equal to 3000 gallons of water. Only one spa at one property.

Multi – Multiple bodies of water at one property, regardless of which ones are actively worked on, to include a pool and spa, or multiple pools, or multiple spas, and to include commercial properties.

5.2 Base Rates

- Spa = \$100 per hour + cost of materials/chemicals
- Pool = \$150 per hour + cost of materials/chemicals
- Multi = \$200 per hour + cost of materials/chemicals

Rate usage is calculated at the start of every hour of service.

The base rate applies to all services requested and completed in the absence of a routine service payment plan.

5.3 Routine Service Plans (price per visit)		Routine Service Frequency											
		Monthly			Every Other Week			Weekly			2x Per Week		
Payment Frequency	Property Type	Spa	Pool	Multi	Spa	Pool	Multi	Spa	Pool	Multi	Spa	Pool	Multi
	After Service	\$90	\$135	\$180	\$80	\$120	\$160	\$70	\$105	\$140	\$60	\$90	\$120
	Prepay Monthly	\$85	\$128	\$170	\$75	\$113	\$150	\$65	\$98	\$130	\$55	\$83	\$110
	Prepay Annually	\$80	\$120	\$160	\$70	\$105	\$105	\$60	\$90	\$120	\$50	\$75	\$100

5.4 Drain and Fill	Member			Pro Member		
	Spa	Pool	Multi	Spa	Pool	Multi
Partial	\$50	\$150	\$200	\$25	\$75	\$100
Full	\$90	\$540	\$720	\$45	\$270	\$360

5.5 Winterize/Startup	Member			Pro Member		
	Spa	Pool	Multi	Spa	Pool	Multi
Drain/Empty/Clean/Blowout	\$180	\$810	\$1080	\$162	\$729	\$972
Clean/Refill/Balance	\$180	\$810	\$1080	\$162	\$729	\$972

5.6 Chemicals and Parts Prices

Chemical and part prices vary based on distributor pricing, the specific product, and is a large list. For specific questions contact Pro Pools.

5.7 Other Services

Filter cleaning, filter media change, troubleshooting/consultation, and repair services are all billed at the hourly base rate (based on property type and membership status) plus the cost of chemicals and materials. An estimate can be provided upon request prior to fulfilling a service.

5.8 Pro Membership

Enrolling in any automatic prepayment routine service plan qualifies for the member as a Pro Member. The benefits of this include:

- Lower rates compared to paying after service
- Hourly base rate is replaced by routine price per visit as a new hourly rate (this does not include urgent services)
- 50% off drain and fill services
- 10% off chemicals, parts, and all other services
- Spa only properties chemical costs are included in routine service

5.9 Payment Type and Service Charge

Pro Pools accepts various forms of payment. Some methods carry service fees that are paid to QuickBooks Online for processing the transactions. Below are the accepted methods and the associated service charges:

Online:

- 0% Cash, Check
- 1% ACH from Bank Account
- 2.99% Credit Card (Visa, Mastercard, American Express, Discover), Apple Pay, PayPal, Venmo

In-Person:

- 0% Cash, Check
- 3.5% Credit Card (Visa, Mastercard, American Express, Discover) manually keyed in
- *Coming Soon* 2.5% Credit Card (Visa, Mastercard, American Express, Discover), Apple Pay, Google Pay, Samsung Pay

Mail:

Pro Pools and Spas LLC
1164 W Enclave Cir
Louisville, CO 80027

Note invoice # in check comments

This address is for mailing purposes only, this is not a store front.

There is no penalty fee for returned checks or unsuccessful charges, however, late payment fees will be applied based on the original invoicing date. It is the member's responsibility to pay the technician in-person while they are already at the property if that is the preferred payment method, otherwise payment online or by mail is expected. Checks must be made out to either "**Pro Pools and Spas LLC**" or "**Pro Pools**". Mail must be received prior to 30 days from invoice to avoid a late fee.

5.10 Taxes

Chemicals and parts will be taxed in accordance with Louisville, CO, at a rate of 8.96%, unless tax exempt. A copy of the tax exemption certificate must be provided prior to service, otherwise the member will still be responsible for the charged taxes.

5.11 Pre-Authorization for Repairs or Additional Service

The member authorizes the service provider to make repairs or use products determined by the service technician to be necessary for optimal operation of the pool/spa when the cost of such does not exceed \$_____ (pre-tax). Should recommended repairs or product usage exceed this amount, Pro Pools will contact the member prior to carrying out the service. The repair or product will be provided at the next regular service visit. This does not include services above and beyond normal conditions.

5.12 Urgent Service

\$25 surcharge for a call to be answered outside of regular business hours

\$300 per hour + cost of materials/chemicals if service performed within 24 hours of call or outside of regular business hours

To receive urgent service, the member may text "URGENT" followed by the issue they want addressed to (720) 305-3500. If a message does not start with the word "URGENT", the message will be handled within normal business hours. Calls and voicemails will not be answered outside of normal business hours unless preceded by an "URGENT" text.

It is not guaranteed that any after-hours call will be answered or urgent service is available.

5.13 Services Above and Beyond Normal Conditions

Routine service plans provide the listed services, under the assumption of regular use of the property by the member. Failure to follow member responsibilities and the water being significantly out of balance, dirty, or containing excessive material, such as yard trimmings, may result in additional charges at the member's hourly rate, immediately beginning at a 1 additional hour charge

5.14 Late Payment

All payments are due within 30 days of when the invoice is sent. Failure to pay within these 30 days will result in a late fee of \$25. Failure to pay within 60 days will result in an additional \$25 late fee. More than 1 delinquent invoice will result in service stoppage.

5.15 Term and Termination / Cancellation Policy

This Agreement shall remain in effect until terminated by either party. Either party may terminate this Agreement with written notice to the other party.

Cancelling an account that has been prepaid for routine service will result in a pro-rated refund based on the number of services already completed, billed at the base rate for that property type.

For example, if a member with a Spa property prepays for 1 month of weekly service for \$325 (5 visits at \$65 each), then cancels after 2 visits, the 2 completed visits would be charged at the base rate of \$100 each and the remaining \$125 would be refunded to the member.

Processing fees, chemicals, and installed parts are non-refundable.

5.16 Your Pricing Summary

The below worksheet provides an estimate as to what regular charges the member may based on elections:

\$____ paid today

(routine service plan rate x pro-rated visits paid based on frequency x processing fee)

\$____ paid after service | 1st of each month | 1st of each year

(routine service plan rate x visits paid based on frequency x processing fee)

Is a member | Is a Pro Member

\$____ per hour + cost of materials/chemicals for repairs or extra service calls

(base rate for property type or routine service plan rate if a Pro Member)

Chemical usage charged on the next invoice | Chemicals included in routine service

(member with any property or Pro Member with spa only property)

Regular priced chemicals/parts/other services | 10% discount on chemicals/parts/other services

(member or Pro Member)

\$____ in necessary charges may be charged automatically on the next invoice

(amount specified by member)

6. 2024 Routine Service Calendar Projection

The dates indicated in the service calendar are subject to change based on factors including, but not limited to: weather, staff availability, route changes, property access, member requests. The calendar is only to illustrate an initial projection and estimate weeks of no service, actual service dates may vary.

6.1 Chosen Routine Service Frequency

As Requested | Monthly | Every Other Week | Weekly | 2x Per Week

6.2 Preferred Days and Times of Service (not guaranteed)

Mondays | Tuesdays | Wednesdays | Thursdays | Fridays between ____ am | pm and ____ am | pm

Legend

Estimated service

Outside of regular business hours

No service available

Regular business hours: Monday – Friday 9:00 am – 7:00 pm

January

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

7. Liability

Pro Pools shall not be liable for any damages or injuries resulting from the use of the pool or spa, except in cases of gross negligence or willful misconduct.

8. Disclaimer

Pro Pools shall not be responsible for any damage to property due to acts of nature, fire, vandalism, misuse, or abuse. Member should be aware of normal deterioration of equipment that occurs over time due to exposure to chemicals, sunlight, and, in some cases, other corrosive materials (i.e. salt). Pro Pools is not responsible for any damages or deterioration caused by failure of the member to perform other services recommended by Pro Pools, or by failure of the member to properly maintain pool and equipment between visits.

9. Governing Law

This Contract shall be governed by the laws of the State of Colorado.

10. Force Majeure

Neither party shall be liable for any delays or failures in performance due to causes beyond its reasonable control, including acts of God, war, terrorism, strikes, or natural disasters.

11. Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

12. Entire Agreement

This Agreement constitutes the entire understanding between the parties concerning the subject matter herein and supersedes all prior agreements, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

[Client Name] [Date]

[Service Provider Name] [Date]