

POOL MAINTENANCE CONTRACT

1. 1. Parties and Pool Description

This Pool Maintenance Agreement (the "Agreement") is entered into on [EFFECTIVE DATE] between [POOL COMPANY NAME], a [ENTITY TYPE] located at [COMPANY ADDRESS], holding license number [LICENSE NUMBER] where required (the "Company"), and [CLIENT NAME], located at [CLIENT ADDRESS] (the "Client"). The Company will service the pool and related water features at [SERVICE ADDRESS] (the "Property"), described as [POOL DESCRIPTION, e.g., in-ground gunite pool of approximately 18,000 gallons with attached spa, saltwater chlorination, cartridge filter, gas heater, and automatic cleaner]. The equipment covered by this Agreement is listed in Exhibit A, including make, model, and age where known. Notices are effective when delivered to [COMPANY EMAIL] and [CLIENT EMAIL].

2. 2. Routine Service Scope

Each routine visit includes: testing and recording water chemistry, including free and total chlorine or bromine, pH, total alkalinity, calcium hardness, cyanuric acid, and salt level where applicable; adding chemicals as needed to bring the water within the target ranges in Section 3; skimming the surface and removing visible debris; brushing walls, steps, and tile line; vacuuming the floor as needed; emptying skimmer and pump baskets; checking and cleaning the automatic cleaner; and visually inspecting the pump, filter, heater, and visible plumbing for leaks or abnormal operation. The Company will backwash or clean the filter as needed and at least [FILTER CLEANING FREQUENCY]. The Company will leave a written or electronic service report after each visit recording readings taken, chemicals added, and any condition requiring attention. The following are excluded from routine service and are billed separately: [EXCLUSIONS, e.g., acid washing, draining and refilling, tile and calcium scale removal, stain treatment, algae remediation beyond routine dosing, filter media replacement, equipment repairs, and leak detection].

3. 3. Water Chemistry Standards and Chemicals

The Company will maintain water chemistry within the following target ranges: free chlorine [CHLORINE RANGE, e.g., 1 to 3 parts per million]; pH [PH RANGE, e.g., 7.4 to 7.6]; total alkalinity [ALKALINITY RANGE, e.g., 80 to 120 parts per million]; calcium hardness [HARDNESS RANGE]; and cyanuric acid [CYANURIC RANGE]. Chemicals are [CHEMICAL BILLING — INCLUDED in the monthly rate up to a normal usage allowance of CHEMICAL ALLOWANCE per month, with usage above that allowance billed at cost plus MARKUP PERCENTAGE; or BILLED SEPARATELY at cost plus MARKUP PERCENTAGE with an itemized monthly statement]. Specialty chemicals such as algaecide, clarifier, phosphate remover, stain treatment, and shock beyond routine dosing are billed separately in either case. The Company will store and handle all chemicals in accordance with label directions and applicable safety regulations, will not store chemicals at the Property without written permission from the Client, and will not mix incompatible products. The Client will not add chemicals to the pool between visits without notifying the Company, since untracked additions can cause imbalance, staining, or equipment damage for which the Company is not responsible.

4. 4. Service Frequency and Schedule

The Company will service the pool [FREQUENCY, e.g., once per week] on [SERVICE DAY], within an arrival window of [ARRIVAL WINDOW], during the service season of [SEASON DATES]. Off-season service, if elected, will be performed [OFF-SEASON FREQUENCY] at [OFF-SEASON RATE]. The Company may adjust the service day for holidays, severe weather, or route changes and will notify the Client of any change of more than [SCHEDULE CHANGE THRESHOLD, e.g., one day]. Visits missed for weather or safety reasons, including

lightning, high winds, or freezing conditions, will be made up within [MAKEUP WINDOW, e.g., five business days] or credited if a makeup is not practical. Heavy usage, storms, pollen, nearby construction, or unusual debris may require additional visits, which will be quoted before they are performed unless the Client has authorized a standing allowance of [ADDITIONAL VISIT ALLOWANCE].

5. 5. Access, Gates, and Pets

The Client will provide reliable access to the pool area and equipment pad on each service day by [ACCESS METHOD, e.g., unlocked side gate, gate code, lockbox key, or keypad], and will notify the Company in advance of any change to a code or lock. The Company will keep access codes confidential, will share them only with assigned technicians, and will close and latch all gates on leaving in accordance with pool safety requirements. The Client will secure pets away from the pool and equipment areas during the service window, and the Company may skip a visit and charge the missed visit fee in Section 8 if an unsecured animal makes the work unsafe. If the technician cannot access the pool area because of a locked gate, blocked path, unavailable code, or active work by another contractor, the visit will be treated as a missed access visit under Section 8. The Client will keep the equipment pad clear and accessible and will maintain adequate lighting where service occurs outside daylight hours.

6. 6. Equipment Inspection, Repairs, and Approval Limit

The Company will visually inspect covered equipment at each visit and will notify the Client in writing of any defect, leak, unusual noise, pressure reading, or safety concern observed. The Company may perform minor repairs and replace consumable parts up to [REPAIR APPROVAL LIMIT, e.g., \$150] per occurrence without prior approval, billed at cost plus labor at [REPAIR LABOR RATE]. Repairs above that amount require written approval of the Client, supported by a written estimate identifying parts, labor, and expected timing. In an emergency where equipment failure threatens property damage or a safety hazard, the Company may take the minimum action necessary, including shutting down equipment, and will notify the Client within [EMERGENCY NOTICE PERIOD, e.g., 24 hours]. The Company is not responsible for the failure of equipment that is beyond its service life, was improperly installed by others, or has been operated outside manufacturer specifications, and does not warrant equipment it did not supply beyond any manufacturer warranty passed through to the Client.

7. 7. Seasonal Opening, Closing, and Winterization

Seasonal services are available and are not included in the routine service rate. Pool opening includes [OPENING SCOPE, e.g., cover removal and cleaning, reinstallation of equipment and fittings, filling to operating level, system startup, initial chemical balancing, and shock treatment] at [OPENING PRICE]. Pool closing and winterization includes [CLOSING SCOPE, e.g., final chemical treatment, lowering water level, blowing out and plugging lines, adding antifreeze where appropriate, removing and storing equipment and fittings, and installing the cover] at [CLOSING PRICE]. The Client is responsible for providing a cover in serviceable condition, and cover repair or replacement is quoted separately. The Company is not responsible for freeze damage to plumbing or equipment where the Client declined winterization, where power to freeze protection was interrupted, or where an unusual freeze event occurred after a properly performed closing. Seasonal services will be scheduled at least [SEASONAL SCHEDULING NOTICE, e.g., 14 days] in advance based on route availability.

8. 8. Pricing, Missed Visits, and Payment Terms

The Client will pay [SERVICE RATE, e.g., a monthly rate of AMOUNT for the frequency in Section 4, or a per-visit rate of AMOUNT]. The monthly rate is billed [BILLING TIMING, e.g., in advance on the first of each month] and is not prorated for months with a different number of scheduled visits, unless service starts or ends mid-month, in which case the first and last months are prorated by visit. If the Company cannot access the pool

area on a scheduled day, a missed access fee of [MISSED ACCESS FEE, e.g., 50 percent of the visit rate] applies and the visit is not made up. Payment is due within [PAYMENT TERM, e.g., 10 days] of the invoice date by [PAYMENT METHOD], and amounts not paid when due accrue a late charge of [LATE FEE PERCENTAGE] per month or the maximum permitted by applicable law, whichever is less, with the Company entitled to suspend service after written notice for balances more than [SUSPENSION PERIOD, e.g., 15 days] past due. The Company may adjust rates no more than [RATE CHANGE FREQUENCY, e.g., once per 12 months] on at least [RATE CHANGE NOTICE, e.g., 30 days] written notice, and the Client may terminate without penalty before a new rate takes effect.

9. 9. Client Responsibilities and Water Level

The Client will maintain the water at the proper operating level, keep the pump and filtration system powered and running for at least [DAILY RUN TIME, e.g., eight hours] per day or as recommended by the Company for the season, and promptly report any equipment alarm, leak, or loss of power. The Client will not alter timer settings, valve positions, or chemical feeder settings without notifying the Company. The Client will keep landscaping trimmed back from the pool and equipment pad, will manage tree debris where practical, and will notify the Company before any construction, resurfacing, or landscaping work that may affect the pool. The Client remains responsible for compliance with local pool safety requirements, including barrier fencing, self-closing and self-latching gates, alarms, and compliant drain covers. Water chemistry cannot be maintained within target ranges if the pump does not run adequately, and the Company is not responsible for algae, cloudiness, or equipment damage resulting from inadequate circulation, low water level, or unauthorized chemical additions.

10. 10. Safety, Supervision, and Chemical Handling

The Company is a maintenance provider and is not responsible for supervising the use of the pool. The Client is solely responsible for supervision of swimmers, for the safety of guests and occupants, and for maintaining required barriers, gates, alarms, and signage. The Company will handle, transport, and apply pool chemicals in accordance with label directions, safety data sheets, and applicable regulations, will not leave chemical containers open or accessible at the Property, and will inform the Client of any waiting period required before the pool may be used after a treatment. The Company will notify the Client promptly of any observed safety hazard, including a missing or damaged drain cover, a broken gate latch, exposed wiring, or a non-functioning safety device, but observation and notification do not transfer responsibility for correcting the hazard to the Company. The Client will inform household members, guests, and tenants of any post-treatment waiting period communicated by the Company.

11. 11. Insurance, Liability, and Property Damage

The Company maintains commercial general liability insurance of at least [LIABILITY COVERAGE AMOUNT, e.g., \$1,000,000 per occurrence], workers compensation as required by law, and any bonding required for its business, and will provide a certificate of insurance on request. The Company will exercise reasonable care and will notify the Client in writing within [DAMAGE NOTICE PERIOD, e.g., 24 hours] of any damage it causes at the Property. The Client must report any suspected damage, staining, or unsatisfactory condition within [CLAIM WINDOW, e.g., 72 hours] of a visit so the Company can inspect it while the cause can still be determined. Neither Party is liable for indirect, incidental, or consequential damages, and except for damage caused by its negligence or willful misconduct the total liability of the Company will not exceed the fees paid in the [LIABILITY CAP PERIOD, e.g., six months] preceding the claim. The Company is not liable for surface staining, etching, or plaster damage arising from pre-existing conditions, from water chemistry outside its control between visits, or from source water quality.

12. 12. Term, Termination, and Records

This Agreement begins on [START DATE] and continues [TERM STRUCTURE, e.g., on a month-to-month basis / for a seasonal term ending on END DATE with automatic renewal for the following season] until terminated. Either Party may terminate for convenience by giving [TERMINATION NOTICE, e.g., 30 days] written notice, and either Party may terminate immediately for a material breach not cured within [CURE PERIOD, e.g., 10 days] after written notice. The Company may terminate immediately if conditions at the Property become unsafe, if access is repeatedly unavailable, or if the Client directs chemical practices inconsistent with safety requirements. On termination the Client will pay for all visits performed and approved repairs through the termination date, any prepaid amounts for visits not performed will be refunded within [REFUND PERIOD, e.g., 15 days], and the Company will return any keys, remotes, or access devices. The Company will provide the Client with copies of water testing and service records for the preceding [RECORDS PERIOD, e.g., 12 months] on request, which is particularly relevant for commercial or community pools subject to health department inspection.

13. 13. Governing Law and General Provisions

This Agreement is governed by the laws of the State of [GOVERNING STATE] without regard to conflict of laws rules, and any dispute not resolved through good-faith discussion and mediation in [MEDIATION LOCATION] will be brought in the courts located in [VENUE COUNTY AND STATE]. The Company is an independent contractor responsible for its own taxes, licenses, equipment, and personnel, and nothing in this Agreement creates an employment relationship between the Client and any technician. This Agreement is the entire agreement between the Parties on pool maintenance and supersedes prior quotes and arrangements; amendments must be in writing and signed or confirmed in writing by both Parties. Neither Party may assign this Agreement without written consent except to a successor of substantially all of the business of the Company. If any provision is unenforceable it will be limited to the minimum extent necessary and the remainder stays in force, and neither Party is liable for delay caused by events beyond its reasonable control, including severe weather, water restrictions, and chemical supply shortages.

14. 14. Signatures

By signing below, both Parties confirm they have read and agree to this Agreement as of the Effective Date.

COMPANY: [POOL COMPANY NAME]. Signature: _____. Printed Name: [COMPANY SIGNER NAME]. Title: [TITLE]. Date: [DATE]. CLIENT: [CLIENT NAME]. Signature: _____. Printed Name: [CLIENT SIGNER NAME]. Date: [DATE]. This Agreement may be executed in counterparts, and electronic signatures have the same effect as original signatures.

15. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Pool service licensing, chemical handling and storage rules, barrier and drain cover safety requirements, and health department standards for commercial and community pools vary by state and municipality. Review and adapt this document for your own circumstances, and consult a licensed attorney or your local health authority before relying on it. Use of this template does not create an attorney-client relationship with ScanContract.