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The Association of  
 Pool & Spa Professionals®  
 REFLECT SUCCESS

## POOL SERVICE AGREEMENT

### Service Terms:

**Initial Start Up** – There may be additional fees charged based on the time and materials required to prepare the pool for regular maintenance service. The estimate for this service will be provided prior to commencing service.

**Pool Operating Equipment and Condition** – Our ability to deliver the services agreed is contingent upon the customer keeping the pool and all of its equipment in proper working order. If there are equipment failures or deficiencies we will notify customer and offer to send a certified Repair Technician to diagnose the problem and provide estimated cost of repair. Repair does not have to be provided by Tropix Pools but in order to perform agreed service, the pool must be in proper working order. You will continue to be billed for service during this time. Should pool require additional time and materials to return to regular maintenance conditions additional fees may apply at the discretion of the servicing technician.

**Maintaining Proper Water level** – It is the customer’s responsibility to maintain proper water level. If water is low on service day, equipment will be turned off and the pool technician will note on the service ticket to add water. Failure to maintain proper water level may result in serious damage to pool equipment. Pool technician will not add water to customers pool due to timing (may take hours to fill) and risk of overflow.

**Pool Access** – It is the customer’s responsibility to provide access to pool on regularly scheduled day or if notice is provided of an alternate day. If for some reason, such as illness, family emergency, automobile accident or trouble, etc. your pool technician is not able to service your pool, service will be provided by another pool technician. We will attempt to advise you of these situations, but due to timings, are not required to. If you currently have a locked gate, a combination lock is preferred. If a key lock is used, we will need be provided with two working keys for each lock. If we arrive on the regular scheduled service day and we are not able to access the pool, there will be no credit for this missed visit. Technicians will do their best to maintain scheduled service dates. If service dates vary, Tropix Pools does not issue refunds for services performed. **If we must return before the next scheduled visit, a \$25 return trip fee will be assessed.**

**Holiday Service** - If the service date falls on a holiday, service may be conducted 1-2 days before, or after, normally scheduled day. During the week of Thanksgiving, Christmas, and/or New Years, only PARTIAL service will be completed due to time constraints. This will be Chemicals/bags/baskets and equipment check. There will be no change to normal charges or refunds for this service.

**Severe Weather/Freeze Checks** – In the event of Severe weather or temperatures below 35 degrees, we will perform a chemical/bags/baskets and equipment check. Service dates may vary during severe weather weeks. No refunds will be provided for this type of visit. No refunds will be provided in the event of weeks including but not limited to hazardous conditions, inclement weather, natural disasters, site unavailability, or other “Acts of God”.

**Dogs, Indemnities, and Other Pets** – It is the customer’s responsibility to ensure their pets are properly arranged for on the normal day of service. Please ensure that they are in the house or in their kennel/crate on day of service. We are not responsible for pets that escape on normal day of service. Owner agrees to indemnify and hold harmless Tropix Pools, the organization, and individuals with regards to any claim or expenses (including attorney fees) that may occur on owners property. If we cannot access pool due to hostile dog(s), no refunds will be provided and if we must return before the next scheduled visit, **a \$25 return trip fee will be assessed.**

**Contact** – Customer agrees to provide Tropix Pools with adequate contact information (home, work, cell phone numbers and valid email address). Customer agrees to respond in a timely manner to all contact regarding pool and equipment condition, repairs, service, and billing questions.

### Payment Terms:

Billed at the end of the month for the upcoming months service

Payment Options:

Auto Pay – Credit or debit card automatically billed each month – Can choose and will be billed on the 1<sup>st</sup> or 15<sup>th</sup>

Advance Pay – Pay 1 year in advance and get a discount

**LATE FEE of \$25 and immediate suspension of service until balance is paid – We will NOT continue to service your pool if you have not paid for the previous month**

Repair and remodel services, Equipment installation or replacement service balances are due in full upon completion, Customers have ten (10) business days to submit payment in full. **Late fees of 5% per month will be applied to all past due balances for these services.**

Changes or Amendments – Changes to the agreement, including payment terms can be made by us as well as amendments to this agreement, at anytime, provided we give Customer at least 30 days notice before the beginning of the billing period in which the change or amendment becomes effective.

Cancellation – Tropix Pools or Customer can cancel or change service at any **time by providing 30 days written notice** via email or mail. Tropix Pools reserves the right to cancel service without notice if Customer does not make payment as agreed.

### Please select Payment Option:

Auto Pay - (Please Circle): 1<sup>st</sup> or 15th

Advance Pay 1 Year – 15% Discount

Tropix Pools requires a credit or debit card on file for each customer.

Name on Credit Card: \_\_\_\_\_ Credit Card Type: \_\_\_\_\_

Card Number : \_\_\_\_\_ Exp Date: \_\_\_\_/\_\_\_\_ CVV Number: \_\_\_\_\_

Credit Card Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

I understand and accept the terms and conditions by receiving service as a Tropix Pools customer. I hereby authorize Tropix Pools to do the work and agree to pay according to the terms outlined in this agreement. I authorize the above practice to process debit entries to my account. Auto draft will occur on the 1<sup>st</sup> or 15<sup>th</sup> of each month. I understand that this authority will remain in effect until I provide 30 day notification to terminate the authorization in writing via mail or email.