

# POOL SERVICE AGREEMENT

Location: \_\_\_\_\_ Effective Date: \_\_\_\_\_

## Service Provider Information:

Company Name: \_\_\_\_\_

License/Registration Number: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Client Information:

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Pool Information:

Address of Pool: \_\_\_\_\_

Type of Pool (e.g., Inground, Above Ground): \_\_\_\_\_

Pool Size: \_\_\_\_\_

Equipment Included (Pump, Filter, Heater, etc.): \_\_\_\_\_

## Scope of Services:

The Service Provider agrees to perform regular maintenance, cleaning, and inspection services for the Client's pool, including but not limited to skimming, vacuuming, brushing, chemical balancing, equipment checks, and minor repairs as necessary during the term of this Agreement.

## Term and Termination:

This Agreement shall commence on the Effective Date and continue on a month-to-month basis until terminated by either party upon thirty (30) days prior written notice. Either party may terminate this Agreement immediately for cause, including material breach or failure to perform duties.

## Payment and Fees:

Client agrees to pay Service Provider the agreed-upon monthly fee for services rendered, due on or before the first day of each month. Late payments shall incur a late fee as specified in the invoice. Additional services or repairs not included in the monthly fee will be billed separately upon Client's approval.

## Liability and Insurance:

Service Provider shall maintain general liability insurance covering its operations under this Agreement. Client agrees to hold Service Provider harmless from any damages, claims, or losses except those caused by Service Provider's gross negligence or willful misconduct.

## Access to Property:

Client shall provide Service Provider with reasonable access to the pool and related equipment during regular service hours. Service Provider will take reasonable care to protect Client's property while performing services.

**Repairs and Parts:**

Service Provider may perform minor repairs as part of routine maintenance. Major repairs require Client's prior approval. Parts and materials for repairs will be billed to Client at cost plus applicable taxes.

**Compliance with Laws:**

Service Provider agrees to comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of services under this Agreement.

**Force Majeure:**

Neither party shall be liable for delays or failure to perform due to causes beyond its reasonable control, including natural disasters, acts of God, strikes, or governmental acts.

**Dispute Resolution:**

Any disputes arising under this Agreement shall first be attempted to be resolved through good faith negotiation. If unresolved, disputes shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association in the state where the pool is located.

**Indemnification:**

Each party agrees to indemnify, defend, and hold harmless the other party from any claims, damages, or liabilities resulting from the indemnifying party's negligence or willful misconduct in connection with this Agreement.

**Entire Agreement:**

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions, agreements, or understandings of any kind. Any amendments must be in writing and signed by both parties.

**Severability:**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

**Governing Law and Venue:**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_. Any legal action shall be brought in the appropriate state or federal court located in \_\_\_\_\_ County, \_\_\_\_\_.

**Waiver of Jury Trial:**

To the fullest extent permitted by law, both parties knowingly and voluntarily waive any right to trial by jury in any dispute arising out of or related to this Agreement.

**SERVICE PROVIDER SIGNATURE**

**CLIENT SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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