

POOL SERVICE CONTRACT

This pool service contract (the "Contract"), dated this _____, is made and entered into by and between:

Service Provider: _____, with a mailing address of _____ ("Service Provider"),
and

Client: _____, with a mailing address of _____ ("Client").

Service Provider and Client shall collectively be referred to as the "Parties."

WHEREAS Service Provider has full capability, authority, and capacity to provide certain pool services described in this Contract; and

WHEREAS Client desires to hire Service Provider to provide said pool services, and Service Provider is willing to perform them under the terms and conditions hereinafter set forth.

NOW THEREFORE, and in consideration of the mutual promises and agreements contained herein, the Client hires the Service Provider to work under the terms and conditions outlined in this Contract.

1. Services. Service Provider will perform the following pool services: (*check all that apply*)

☐ Pool vacuumed, ☐ Surface skimmed, ☐ Filter backflushed, ☐ Skim baskets emptied
☐ Pump baskets emptied, ☐ Equipment operation inspected, ☐ Walls, floor, and tile brushed, ☐ Water tested and balanced, ☐ Other: _____

Collectively, the foregoing pool services are referred to as the "Services" hereinafter.

2. Location. The pool where the Services are to be performed is located at _____.

3. Frequency. Service Provider agrees to provide the Services on a _____ basis, with the designated service day being _____.

4. Foul Weather. The Parties acknowledge and agree that circumstances can arise that may prevent Service Provider from performing the Services, such as foul weather. In such event, Service Provider may elect to postpone the performance of the Services as reasonably necessary.

5. Compensation. Client agrees to compensate Service Provider _____ in the amount of \$_____.

6. Payment Method. Service Provider accepts suitable payment as determined either verbally or in writing between Service Provider and Client.

7. Expenses. Service Provider shall be responsible for all expenses and costs incurred related to providing the Services under this Contract. This includes, but is not limited to, supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided.

8. Additional Work. Unless this Contract provides otherwise, the Parties agree that the Services provided under Section 1 do not include additional, non-standard pool services, such as any repairs, filter cleanings, or cleanups beyond the scope of ordinary circumstances, including, but not limited to, any cleanup services after a storm that results in excessive debris.

9. Water Level. Client shall maintain the appropriate water level for Service Provider to perform the Services as intended. Any work to remedy insufficient water level shall be considered additional work, as defined in Section 8 of this Contract.

10. Insurance. Service Provider agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Contract. In addition, Service Provider agrees to obtain comprehensive liability insurance coverage in case of bodily or personal injury, property damage, contractual liability, and cross-liability.

11. Indemnification. Service Provider hereby agrees to indemnify and hold the Client harmless from any loss or liability arising from or related to the performance of the Services under this Contract. Service Provider shall not be responsible for damage to property due to acts of nature, nor shall Service Provider be liable for the normal wear and tear of the pool or its associated equipment, including, but not limited to, any natural degradation over time due to exposure to water, sun, other such elements, and chemicals or other materials used in the ordinary care of pool maintenance.

12. Confidentiality. Service Provider acknowledges that it may be necessary for Client to disclose certain confidential and proprietary information to Service Provider in order for Service Provider to perform their duties under this Contract. Service Provider will not disclose or use, either during or after the term of this Contract, any proprietary or confidential information related to the Client.

13. Termination. Client or Service Provider may terminate this Contract at any time for cause by providing written notice of a material breach of the other Party. Both Parties shall have the right to terminate this Contract without cause at any time, provided that the terminating Party issue no less than thirty (30) days' written notice to the other Party.

14. Delegation. Service Provider may assign rights and may delegate duties under this Contract to other individuals or entities acting as a subcontractor. Service Provider recognizes that they shall be liable for all work performed by any subcontractors and shall hold the Client harmless of any liability in connection with their work.

15. Severability. Should any provision of this Contract be determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision shall be null and void. This Contract shall remain in effect with respect to any and all remaining sections, provisions, or portions thereof not otherwise held invalid or unenforceable.

16. Governing Law. This Contract shall be construed and governed under the laws of the State of _____.

17. Entire Agreement. This Contract, along with any attachments or addendums, represents the entire agreement between the Parties. Therefore, this Contract supersedes any prior agreements, promises, conditions, or understandings between the Client and Service Provider.

18. Additional Terms.

IN WITNES WHEREOF, the Parties have duly executed this Contract as of the date first written above.

Service Provider's Signature and Date

Print Name

Client's Signature and Date

Print Name