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SWIMMING POOL MAINTENANCE AGREEMENT

This document is an agreement between:

LT Pool & Spa Services (the "Service Provider") and **Doral Garden Condo** (the "Customer") for monthly swimming pool maintenance at
4390 nw 79th ave miami fl 33166

Term of Agreement

The Service Provider or the Customer may terminate the monthly swimming pool maintenance agreement with prior notice (30 days in advance) in writing, by telephone call or by e-mail. The Service Provider is under no obligation to continue monthly swimming pool maintenance on accounts which are more than 30 days past due and chooses to do so only at the Service Provider's discretion.

Monthly Swimming Pool Maintenance Rates

Swimming pool maintenance will be provided at the following rate:

- Monthly: **2** times per week - every week. Tuesday - **Fridays**.
- Total: **\$800 per month including 2 pools**

*- Change to Monday
w/ Tuesday*

Some months you will receive service five times in that month. When this occurs, you will **NOT** be charged any additional fee.

Services Provided

The services provided are:

1. Pool walls and steps brushed.
2. Chemical check each visit and necessary chemical addition.
3. Filters washed biweekly. Exceptions apply.
4. Skimmers, pump baskets, and pool vacuums checked each visit.
5. O-rings lubricated as needed.
6. Tablets as needed.
7. Time clock adjustments made as needed.
8. Pool vacuumed as needed.
9. Pool equipment operation inspected.

Additional Services

An extra fee will be charged if the Customer asks for an extra additional service. In the event the pool requires extra cleaning due to **vandalism, poor drainage or other human factors**, there will be an **additional charge of \$50 for this work**.

Payment

The Customer agrees to make payment on a monthly basis. The Service Provider bills **10** days in advance each month. Past due accounts will be turned over to an outside agency for handling and service may be interrupted. The Service Provider prefers to bill via e-mail. The Service Provider accepts 3 forms of payments (check one) **1) _____ Check, _____ 2) Cash,** or **3) _____** via invoice. Each monthly payment must be received by the Service Provider in full.

Repairs

Repairs are not included in the monthly service fee. The Customer will be informed of any necessary repairs or extra services needed for their pool. These services will only be executed with the Customer's approval.

Special Events

If you are having a special event at your pool, please let us know so he can schedule the service accordingly.

Service Problems

If you are not completely satisfied with our service, please contact us immediately. We do not offer refunds or credits for problems that are brought to our attention at a later date, but we will make every effort to come out and correct any problems immediately when you bring such issues to our attention.

Service Complications

We will make every effort to service your pool on the same day or days each week. If for some reason, such as illness, automobile accident, truck has broken down or family emergency, your service technician is not able to service your pool, service will be provided a day before or the following day. The timing of these situations does not always allow for us to let you know ahead of time.

Access to Your Pool

If you currently have any locked gates, it is preferred that a combination lock be used. If a key lock is used, the Service Provider will need to be provided with two working keys for each lock. The Service Provider will not jump gates or fences. A door hanger will be left at the front door to let you know that we were no able to service the pool and you will see your Service Provider the following scheduled service day. ***If the Service Provider is locked out, there will be a \$20.00 trip charge to return and clean the pool.*** No refunds will be given for lockouts.

Water Level

Low water level can result in damage to your swimming pool equipment. It is your responsibility to maintain the proper water level: ***Recommended water level is MID-TILE.*** If the service technician arrives and the water level is too low a door hanger will be left advising, you to add water.

Inclement Weather

In the event of inclement weather (i.e. rain, freezing water) on the scheduled date of service, the ***pool and spa will be cleaned to the extent weather permits*** and **only chemicals will be added.** No refunds will be given for such visits.

Holidays

We observe three holidays per year: Thanksgiving, Christmas and New Year's Day. If your normal visit falls on one of these days, the pool will not be cleaned, but on an alternate day, we will provide a chemical and equipment check. The charges will remain the same.

Contact Information

Customer agrees to provide the Service Provider with adequate contact information (full name, cell phone number, work phone number, e-mail address) where he/she can best be reached during the day. ***If Customer cannot be reached in a timely manner, Customer agrees to accept any decision the Service Provider makes in regard to maintaining Customers swimming pool and/or other water features.***

DISCLAIMER

The Service Provider shall not be responsible for any damage to property due to acts of nature, fire, vandalism, misuse, or abuse. Customer 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). The CUSTOMER is responsible for maintaining correct water level at all times. Also, the Service Provider is not responsible for any damages or deterioration caused by failure of a Customer to perform other services recommended by the Service Provider, or by failure of Customer to properly maintain pool and equipment between visits.

ACKNOWLEDGEMENT OF RECEIPT OF LT POOL & SPA SERVICES

