



POOL & SPA SERVICE ROUTE AGREEMENT

This Agreement is made this day between Tropical Spas and Click or tap here to enter text. ("Customer") for services to be provided at the address of: Click or tap here to enter text. ("Service Address")

Contact Information

Cell: Click or tap here to enter text.
Email: Click or tap here to enter text.

The Parties agree that Customer has contracted with Tropical Spas to perform pool and/or spa maintenance at the address specified above. The Parties agree that this is a monthly Service starting the week of Click or tap to enter a date..

1. Service Frequency and Fees: In consideration of the services to be performed by Tropical Spas, the Customer agrees to pay Tropical Spas Choose an item. plus the cost of the chemicals used to perform the service, and applicable taxes.

Tropical Spas recommends pool/spa service once a week for single family households and 3x per week for rentals.

The Parties agree that circumstances can arise that affect or prevent Tropical Spas from performing pool and/or spa maintenance such as the weather, an illness, or holiday. In such event, Tropical Spas may elect to postpone pool and spa service for one week, not to exceed 5 weeks each year.

In the event of inclement weather on the scheduled date of service, the pool and spa will be cleaned to the extent weather permits and only chemicals will be added if able.

2. Access: Customer must ensure Tropical Spas has access to the service area and spa/pool equipment on the scheduled service day, including gate entry codes, lock combinations, security guard verification, pool cover pump, extension cords, hoses, and pets relocated from pool/spa area. If Tropical Spas is unable to access the service area for any reason, services will not be performed that week and Customer shall not be entitled to a credit.

3. Services: Tropical Spas agrees to provide the following services:

Table with 2 columns: Pools, Spas. Rows include: Test & Balance Water, Skim pool/spa surface, Vacuum as needed, Brush walls, Clean basket(s), pump/skimmer, Clean cartridge filter 2x per year, Backwash Filter as needed, Advise of Necessary repairs.



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Customer is responsible for water levels during the week and chemical adjustment for heavy usage. All chemicals and filters used during weekly service are NOT included in the monthly service fee. Filters MUST be properly maintained and replaced as needed for Tropical Spas to perform proper maintenance service. Any additional labor charges will be billed separately depending on the scope of additional needs. Standard service calls are scheduled up to 30 minutes. Anything needed outside the standard service call (I.E. Storm Cleanup, Excessive Debris, and any other situations out of the normal scope of work) will require an additional service call to be scheduled.

Technicians use chemicals provided by Tropical Spas. If using homeowners' chemicals, they must be quality chemicals purchased at Tropical Spas. Unapproved chemicals can create water quality issues and unforeseen safety hazards and therefore cannot be used.

4. Repairs: Repairs are NOT included in the monthly route service fee. Customer authorizes Tropical Spas to perform minor repairs costing less than \$75 at the time of service without any prior approval. Any repairs generally costing over \$75 will require Customer approval before the repair is performed. Repairs costing less than \$75, and able to be completed within the time of our standard service window, will be completed, and reflected on that month's service invoice. Customer authorizes that payment information on file with Tropical Spas can be used to cover all repairs.

5. Pricing: Customer agrees to pay Tropical Spas the monthly service fee stated above as well as any additional costs that may be incurred for repairs or services that are in addition to the services specified in section 4 above.

Expenses not included in your monthly service charge include, but not limited to: Chemicals, Additional Filter Cleaning, Equipment Repairs, Extra Dirty Pools or Spas, Salt Generator Cleaning, Opening or Closing Pools/Spas, Spas Drain & Clean, Broken Spa Cover Clips, Spa Cover or Cabinet Cleaning, Clean & test Auto cleaner, Descaling pool tiles, etc.

6. Payment & Billing: Tropical Spas accepts Credit Card, payment only. Invoices will be sent electronically to the email address on file. Billing to be charged to the card on file at time of invoicing for previous months services, chemicals used, and additional services, and repairs. Customer agrees to pay Tropical Spas monthly, due at time of invoicing.

If the card on file does not cover payment of the total monthly charges, Customer shall be in default. In the event of default, Customer will be notified via email and have 7 calendar days to update payment method. If not updated within that time, services will be postponed, and Customer will be assessed a late fee penalty of \$25. If Customer fails to cure the default, both parties agree that Tropical Spas shall suffer liquidated damages because of the Customer's default in the amount of \$25 per week or one (1) additional month's service fee, whichever is less. Customer agrees that the liquidated damages are in addition to the monthly service fee that remains due and payable and are intended to compensate Tropical Spas for damages suffered because of the inability of Tropical Spas to anticipate Customer's default and immediately fill the void created by the default with a new customer.



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7. Card on File: All credit card information will be provided by Customer prior to services beginning, kept on file, and held for use by Tropical Spas only. Cards kept on file will be held in accordance with current federal PCI compliance laws. By providing payment information and your signature below, Customer is authorizing Tropical Spas to charge the card on file for all services provided to Customer by Tropical Spas pursuant to this Pool & Spa Service Route Agreement including section 4.

8. Disclaimer: Tropical Spas 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 always maintaining correct water levels. Also, Tropical Spas is not responsible for any damages, deterioration, or water quality caused by failure of the Customer to perform other services recommended by Tropical Spas, or by failure of the Customer to properly maintain pool/spa and equipment between visits.

Based upon the foregoing Customer agrees to release, indemnify, and hold harmless Tropical Spas and its agents, insurance carriers, successors, estates, managers, employees, members, and assigns (the "Released Parties") from and against, all liability for any loss, damage, injury, death, or expense that the Customers (or his/her successors, heirs, or assigns) may suffer, arising out of, or relating to, the services performed by Tropical Spas. Customer specifically understands that they are releasing any and all claims that arise or may arise from any negligent acts or conduct of the Released Parties to the fullest extent permitted by law. In addition, Homeowner releases, holds harmless, and indemnifies the Released Parties for any sums which may be payable to anyone by reason of any injury or loss of life that Customer may sustain through Tropical Spas' service, and for all expenses associated with the defense of any such claims.

9. Entire Agreement: This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

10. Severability: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by the limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

11. Termination: The Parties agree that this Agreement is a monthly service agreement that continues from month to month until terminated. The Agreement may be terminated by either Party. However, the Parties further agree that Customer shall give Tropical Spas thirty (30) days advance written notice of Customer's termination of this Pool/Spa Service Agreement. Such written notice must be delivered by email to service@tropicalspas.com.

12. Mediation: The Parties agree that any future disputes between them arising under this Agreement shall be submitted to mediation with an agreed upon mediator. The mediation shall take place in St George, Utah. This Agreement shall be construed and is governed under the laws of the State of Utah.



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Customer Signature: _____ Date: _____

Customer Printed Name: Click or tap here to enter text.