



## **Gold Cactus Pool Services Monthly Service Agreement**

### **1. Agreement Overview**

This Pool Service Agreement ("Agreement") is entered into between Gold Cactus Pool Services ("Company") and the Customer ("Customer"), effective as of \_\_\_\_\_. By signing this Agreement, the Customer agrees to the terms and conditions of the monthly pool maintenance services provided by the Company.

### **2. Service Scope and Frequency**

The Company agrees to provide the following pool maintenance services as part of this Agreement, conducted on a weekly basis unless otherwise specified:

- Skimming and debris removal from the pool surface
- Brushing pool walls and steps
- Vacuuming as needed
- Checking and balancing pool water chemistry (pH, chlorine, alkalinity)
- Emptying skimmer and pump baskets
- Inspecting pool equipment for visible issues

### **3. Customer Responsibilities**

The Customer agrees to:

- Maintain the water level above the skimmer to prevent pump damage.
- Provide access to the pool area on scheduled service days.
- Inform the Company of any unusual changes or issues with the pool between service visits.
- Acknowledge that routine cleaning and maintenance may not prevent issues arising from heavy use, weather conditions, or failure to maintain water level.

### **4. Payment Terms**

Monthly service fees are due on the first of each month and are required to be set up on automatic draft payment. By signing this Agreement, the Customer agrees to enroll in automatic draft payments from a valid credit/debit card provided to the Company. Failure to maintain a valid payment method on file or to pay within 10 days of the due date will result in a late fee of \$50 and may result in suspension of services until the account is brought current.

### **5. Service Modifications and Additional Charges**

If the Customer requires or requests additional services beyond the scope listed above, a separate charge will apply. The Company will notify the Customer of any issues or repairs that require attention beyond regular maintenance, along with an estimated cost for approval before proceeding.

**6. Repairs and Equipment Replacement**

Repairs and replacement of pool equipment (e.g., filters, pumps, heaters) are not covered under this Agreement. If such issues are identified, the Company will provide an estimate for Customer approval. Routine wear and tear of pool components are not included in standard service.

**7. Termination and Cancellation**

Either party may terminate this Agreement by providing 30 days' written notice. If the Customer cancels before the end of a paid month, no refunds will be issued, and the Customer is responsible for any outstanding payments.

**8. Liability**

The Company is not responsible for damages to pool equipment or pool structure that arise from improper water levels, pre-existing issues, or Customer's failure to follow recommended maintenance guidelines. The Company will take standard care but is not liable for unforeseen damage or circumstances outside its control.

**9. Warranty Disclaimer**

The Company provides no warranty or guarantee beyond the scheduled maintenance described in this Agreement. Equipment malfunctions and damage due to unforeseen factors (weather, Customer neglect, external incidents) are not the responsibility of the Company.

**10. Governing Law**

This Agreement is governed by the laws of the State of Arizona.

**11. Entire Agreement**

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether written or oral.

**12. Acknowledgment**

By signing below, the Customer acknowledges and agrees to the terms stated in this Agreement.

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**Customer Name:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

**Gold Cactus Pool Services Representative:**

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

**Date:** \_\_\_\_\_