

Litchfield Park Pool Service LLC
4900 North Litchfield Road, Suite A
Litchfield Park, AZ 85340-5061
(623) 935-5121 Fax (623) 935-5169
www.litchfieldparkpool.com

Monthly Swimming Pool Maintenance Agreement

This document is an agreement between:

LITCHFIELD PARK POOL SERVICE, LLC (the "Service Provider") and _____ (the "Customer").

For monthly swimming pool maintenance to start within the week once the signed acknowledgement (last page) has been received by Litchfield Park Pool Service LLC.

Monthly Swimming Pool Maintenance Rates

Swimming pool maintenance only will be provided at the following rate:

- Once a week at \$75.00 per month
- Twice per week at \$95.00 per month

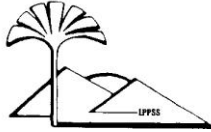
If checked, other ***detached*** water features included in this agreement are at a rate of \$15.00 per additional water feature.

- Spa
- Fountain
- Jacuzzi
- Other

Payment

The Customer agrees to make payment on a monthly basis. The Service Provider bills on the 20th of each month for that months service, plus chemicals used that were not billed in the prior month and chemicals used up to the 19th of the month being billed. Delinquent accounts will be turned over to an outside agency for handling and an additional processing fee will be charged.

Customer agrees to notify LITCHFIELD PARK POOL SERVICE, LLC of any concerns related to agreed upon services within 48 hours after weekly service has been performed.



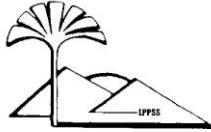
Litchfield Park Pool Service LLC
4900 North Litchfield Road, Suite A
Litchfield Park, AZ 85340-5061
(623) 935-5121 Fax (623) 935-5169
www.litchfieldparkpool.com

Monthly Swimming Pool Maintenance Agreement

Services Provided

The Customer hereby agrees to engage the Service Provider to provide the Customer with services consisting of monthly swimming pool maintenance.

1. One or two visits per week, year round.
2. Pool walls, steps, and any love seats brushed each visit.
3. Chemical check each visit and necessary chemical addition.
4. Pressure gauge checked each visit.
5. Sand filters backwashed weekly; DE filters backwashed monthly.
6. Skimmer baskets checked each visit.
7. Pump baskets checked each visit.
8. Pool cleaner vacuums kept in good repair, parts charge only.
9. Salt cells checked and cleaned as needed.
10. O-rings lubricated as needed.
11. All parts and chemicals added to pool water or pool equipment are added to monthly bill.
12. In-line baskets cleaned as needed.
13. Time clock adjustments made as needed.
14. Pre-party cleanups provided with 48 hour notice.
15. Water level maintained for vacation and out-of-state customers.
16. Bi-annual complete water analysis provided.
17. Gates closed and/or locked when service is complete.



Litchfield Park Pool Service LLC
4900 North Litchfield Road, Suite A
Litchfield Park, AZ 85340-5061
(623) 935-5121 Fax (623) 935-5169
www.litchfieldparkpool.com

Monthly Swimming Pool Maintenance Agreement

Term of Agreement

The term of this agreement is not specified. The Service Provider or the Customer may terminate the monthly swimming pool maintenance agreement in writing or by telephone call. 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 Providers discretion.

Cleaning System

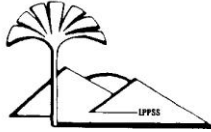
Your pool must have either an in-floor cleaning system or a cleaner. If you do not have an in-floor cleaning system and wish to start monthly pool service you will be asked to purchase a cleaner prior to service being started. There is no requirement to purchase the cleaner from Litchfield Park Pool Service.

Dogs and Other Pets

We at Litchfield Park Pool feel that our pets are a part of our family and know that our customers feel the same about their pets. It is the Customer's responsibility to see that their pets are properly arranged for ahead of time. If you do not have a separate fenced off area of the yard for your dogs, please see that they are either in house or in their kennel/crate on your service day(s).

Bees, Wasps, Snakes and other Pests

We at Litchfield Park Pool Service are concerned with the safety of both our employees, our customers and others. Some people are allergic to bee or wasp stings and snake anti-venom is very expensive. Should your service technician come in contact with bees, snakes or other pests, they will report the situation to the store. Our counter help will contact you, making you aware of the situation and asking that it be corrected prior to your service technician's next visit. Please contact us prior to your service technician's next visit to let us know if he can continue to come or if more time is needed to correct the situation.



Litchfield Park Pool Service LLC
4900 North Litchfield Road, Suite A
Litchfield Park, AZ 85340-5061
(623) 935-5121 Fax (623) 935-5169
www.litchfieldparkpool.com

Monthly Swimming Pool Maintenance Agreement

Chemicals on Site

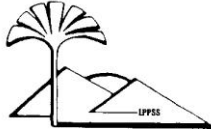
Your serviceman will be glad to use the chemicals you provide in lieu of those on his truck. If he arrives and there are no chemicals available, he will use chemicals from his truck and you will be charged for them. You have the option of paying for the chemicals used or contacting the store to let us know that we can pull back our chemicals from your supply and your account will be credited accordingly.

Staying in Touch

Customer agrees to provide LITCHFIELD PARK POOL SERVICE, LLC with adequate contact information (land line phone number, 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 LITCHFIELD PARK POOL SERVICE, LLC makes in regards to maintaining Customers swimming pool and/or other water features.

Liability

LITCHFIELD PARK POOL SERVICE, LLC, its employees and/or independent contractors, agrees to provide swimming pool maintenance in a responsible manner. "To the fullest extent permitted by law, the Customer shall indemnify and hold harmless the LITCHFIELD PARK POOL SERVICE, LLC, its Owner, employees and/or independent contractors, and agents of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Subcontractor's Work under this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section."



Litchfield Park Pool Service LLC
4900 North Litchfield Road, Suite A
Litchfield Park, AZ 85340-5061
(623) 935-5121 Fax (623) 935-5169
www.litchfieldparkpool.com

Monthly Swimming Pool Maintenance Agreement

Access to Your Pool

It is imperative that we have access to your swimming pool in order to provide the swimming pool maintenance that has been agreed to. 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 by another service technician. The timing of these situations does not always allow for us to let you know ahead of time.

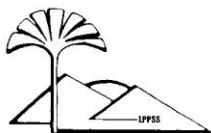
If you currently have any locked gates, it is preferred that a combination lock be used. If a key lock is used the Service Provider will need to be provided with two working keys for each lock. If you add a lock after this agreement has been executed, please provide the Service Provider with the combination or two working keys prior to your next service day. If we arrive on our regular scheduled day and we are not able to access the pool there will be no credit for this missed visit.

NOTE: We have a full staff of competent repair mechanics capable of repairing all spas, heaters, filters, pumps, salt generators, plumbing, electrical components, automatic controls, pool lights, time clocks, and more.

NOTE: We try to maintain a chlorine level above 3 ppm and a PH level of 7.2-7.4.

NOTE: The pool does not need to be drained to repair or replace a pool light.

OUR GOAL IS TO LEAVE YOUR BACKYARD WITH A CLEAN AND HEALTHY SWIMMING POOL, READY TO USE.



Litchfield Park Pool Service LLC
 4900 North Litchfield Road, Suite A
 Litchfield Park, AZ 85340-5061
 (623) 935-5121 Fax (623) 935-5169
www.litchfieldparkpool.com

Monthly Swimming Pool Maintenance Agreement

**ACKNOWLEDGEMENT OF RECEIPT OF LITCHFIELD PARK POOL SERVICE'S
 MONTHLY POOL SERVICE AGREEMENT**

This acknowledgement of receipt form must be signed and received by LPPS before your first date of service will begin. A check mark is required by each of the following before monthly service can be started.

I/we hereby acknowledge that I/we have received and have read (or have had read to I/we), and understand Litchfield Park Pool Services Monthly Pool Service Agreement setting forth the basis for monthly swimming pool and/or additional feature maintenance.

I/we have had all of my questions answered fully prior to signing this acknowledgement of receipt.

I/we understand that it is important that I/we have an active role in helping to maintain a healthy and clean swimming pool.

I/we understand that no promises or guarantees have been made to me/us.

I/we do hereby seek and consent to start monthly pool maintenance with LPPS.

I/we are aware that I/we may stop my monthly pool service with LPPS at any time. I/we will be responsible for paying for the services which I have already received and that unpaid accounts will be referred to an outside collection agency for handling.

By signing this form, you acknowledge that you have received and read a copy of Litchfield Park Pool Service's Monthly Pool Service Agreement which explains how both parties will work together to maintain your pool on a monthly basis. Your signature indicates that you have read this entire agreement, and understand and agree to its terms and conditions.

Customer Signature _____ Date _____ Best Phone # _____

Location of Pool – Address _____

Customer Signature _____ Date _____

LITCHFIELD PARK POOL SERVICE, LLC _____ Date _____

Maintenance will be 1x or 2x? _____ Detached Features: _____