

POOL SERVICE AGREEMENT

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This Pool Service Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[CONTRACTOR LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [CONTRACTOR ADDRESS] ("**Contractor**"); and

[CLIENT LEGAL NAME], [an individual / a STATE ENTITY TYPE] with an address at [CLIENT ADDRESS] ("**Client**").

Contractor and Client are each a "**Party**" and together the "**Parties**."

Recitals. Client owns or controls the swimming pool and related equipment described below and wishes to engage Contractor to provide recurring pool cleaning and maintenance services, and Contractor is in the business of providing such services and wishes to perform them on the terms below. In consideration of the mutual promises in this Agreement, the Parties agree as follows.

1. Property, Equipment, and Scope

1.1 Pool and property. Contractor will service the swimming pool, spa, and related equipment located at [PROPERTY ADDRESS] (the "**Pool**"), as further described in **Exhibit A** (including approximate gallons, surface type, equipment make and model, and any water features).

1.2 Services. "**Services**" means the recurring maintenance described in **Exhibit B**, which may include skimming and netting debris, brushing walls and tile, vacuuming, emptying skimmer and pump baskets, testing and balancing water chemistry, backwashing or cleaning filters, and visually inspecting visible equipment, all performed in a workmanlike manner consistent with generally accepted industry practice.

1.3 Service frequency. Contractor will perform the Services [WEEKLY / BIWEEKLY / NUMBER TIMES PER MONTH] on or about the same day each cycle, subject to reasonable adjustment for weather, holidays, and access.

1.4 Chemicals. Standard sanitizing and balancing chemicals are [included in the base fee / billed separately at cost plus [PERCENT]%]. Specialty treatments (e.g. algaecide for a bloom, stain treatment, conversions) are billed separately on prior approval where practical.

1.5 Exclusions. Unless stated in Exhibit B, the Services do not include equipment repair or replacement, leak detection and repair, draining and acid washing, tile or surface re-grouting, deck cleaning, major green-pool recovery, opening and closing the Pool for the season, or supplying water. These are available as separate work under Section 3.5.

2. Term and Renewal

2.1 **Term.** This Agreement begins on the Effective Date and continues for [NUMBER, e.g. 12] months (the "Initial Term"), unless terminated earlier under Section 8.

2.2 **Renewal.** After the Initial Term, this Agreement [renews month-to-month / renews for successive [NUMBER]-month terms] at then-current rates unless either Party gives written notice of non-renewal at least [NUMBER, e.g. 30] days before the end of the then-current term.

2.3 **Seasonal suspension.** If the Parties agree to suspend Services for the off-season, they will confirm the suspension and resumption dates in writing, and fees will not accrue during a confirmed suspension.

3. Compensation and Payment

3.1 **Fees.** Client will pay Contractor a [MONTHLY / PER-VISIT] fee of \$[AMOUNT], as detailed in Exhibit B. Unless Exhibit B says otherwise, fees are stated in [CURRENCY, e.g. US dollars] and are exclusive of applicable taxes.

3.2 **Invoicing and payment.** Contractor will invoice Client [MONTHLY IN ADVANCE / MONTHLY IN ARREARS]. Client will pay each undisputed invoice within [NUMBER, e.g. 15] days of the invoice date.

3.3 **Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of [e.g. 1.5%] per month or the maximum rate permitted by applicable law, from the due date until paid. Contractor may suspend Services on [NUMBER] days' written notice if an undisputed invoice remains unpaid past its due date.

3.4 **Disputed amounts.** Client will pay all undisputed amounts on time and will notify Contractor in writing of any disputed amount within [NUMBER] days of the invoice date, describing the basis for the dispute. The Parties will work in good faith to resolve disputed amounts promptly.

3.5 **Additional work.** Repairs, parts, and out-of-scope work require Client's prior approval (which may be given verbally for amounts under \$[AMOUNT] and in writing above that amount) and are billed at Contractor's then-current rates plus the cost of parts.

4. Access, Utilities, and Client Responsibilities

4.1 **Access.** Client will provide safe, unobstructed access to the Pool and equipment during normal service hours, including gate codes, keys, or lock combinations as needed. Contractor is not responsible for missed visits caused by locked or blocked access.

4.2 **Pets and hazards.** Client will secure pets and disclose known hazards. If Contractor cannot safely access the Pool because of an unsecured animal or other hazard, the visit may be skipped and still charged.

4.3 **Utilities and water.** Client will maintain operable electrical power, a working water supply, and proper water level. Contractor is not responsible for results caused by power outages, low water level, or non-operational equipment outside Contractor's control.

4.4 **Between visits.** Client is responsible for the condition of the Pool between scheduled visits, including adding water, running the circulation system per Contractor's recommendations, and keeping debris loads reasonable.

5. Water Chemistry, Safety, and Health

5.1 **Balancing.** Contractor will test and adjust water chemistry toward generally accepted ranges for sanitizer, pH, alkalinity, and related parameters during each visit, but cannot guarantee continuous balance between visits given bather load, weather, and use.

5.2 No medical or safety guarantee. Contractor's Services support water clarity and sanitation but do not guarantee that the Pool is free of all pathogens or safe for any particular person. Client is responsible for supervising use of the Pool and for compliance with any local pool-safety, fencing, and barrier requirements.

5.3 Chemical handling. Contractor will store and apply chemicals in accordance with manufacturer instructions and applicable law. Client will keep people and pets away from freshly treated water for the period Contractor reasonably recommends.

6. Insurance

6.1 Contractor insurance. Contractor will maintain, at its expense, commercial general liability insurance of at least **[AMOUNT, e.g. \$1,000,000]** per occurrence and any workers' compensation insurance required by applicable law, and will provide a certificate of insurance on Client's written request.

6.2 Client insurance. Client is responsible for maintaining homeowner or property insurance covering the Pool and Property and assumes risks not expressly assumed by Contractor under this Agreement.

7. Liability and Indemnification

7.1 Limitation of liability. Except for the excluded matters in Section 7.3, neither Party is liable for indirect, incidental, special, consequential, or punitive damages, and Contractor's total aggregate liability arising out of or related to this Agreement will not exceed the total fees paid by Client to Contractor under this Agreement in the **[NUMBER, e.g. 12]** months before the event giving rise to the liability.

7.2 Pre-existing conditions. Contractor is not responsible for staining, etching, equipment failure, surface deterioration, or chemistry problems that arise from conditions existing before the Effective Date or from acts of persons other than Contractor.

7.3 Exclusions. The limitations in Section 7.1 do not apply to a Party's gross negligence or willful misconduct, or to liability that applicable law does not allow to be limited.

7.4 Client indemnity. To the extent permitted by applicable law, Client will defend and indemnify Contractor against third-party claims arising from use of the Pool, inadequate barriers or supervision, or conditions on the Property that Contractor did not cause.

8. Termination and General Provisions

8.1 Termination for convenience. Either Party may terminate this Agreement on **[NUMBER, e.g. 30]** days' prior written notice; Contractor will refund any prepaid, unearned fees on a pro-rata basis.

8.2 Termination for cause. Either Party may terminate immediately on written notice if the other Party materially breaches and fails to cure within **[NUMBER, e.g. 10]** days after written notice describing the breach.

8.3 Independent contractor. Contractor is an independent contractor. Nothing creates a partnership, joint venture, agency, or employment relationship, and Contractor controls the manner and means of performing the Services.

8.4 Governing law and venue. This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

8.5 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

8.6 **Force majeure.** Neither Party is liable for delay or failure caused by events beyond its reasonable control, including severe weather, power outages, and supply shortages, provided it gives prompt notice and uses reasonable efforts to mitigate.

8.7 **Entire agreement; amendment.** This Agreement, including its Exhibits, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

8.8 **Severability; waiver; counterparts.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CONTRACTOR	CLIENT
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE / N/A]
Date: _____	Date: _____

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