



Bishoppool@yahoo.com
(916) 517-8696
www.bishoppool.com

Customer Service Contract

Customer Information:

Name: Street Address:
City: State: CA Zip: Primary phone number:
Secondary phone number: Email:

Available monthly services:

The following service pricing is based on service for the following:

- Swimming Pool Spa/hot tub Water features as described:
Chemical Service Only: \$ (Chemicals balanced; Skimmer basket, pump basket, and cleaner baskets cleaned)
Chemical and Filter Service: \$ (All services above, plus filter cleanings twice a year)
Full Service: \$ (All services above, plus brushing of walls and steps, pool skimmed for debris.)

Chemical charges: Chlorine liquid (1 gallon per week), chlorine tabs, muriatic acid, and bi-carb are included in your regular service fee. If your pool requires additional chemicals costing up to \$50 (above your normal service charge), this contract authorizes us to add those chemicals and bill you. If your pool requires chemicals costing more than \$50, we will contact you for authorization. Our current charges for these additional chemicals are:

Algeacide: \$ Phosphate remover: \$ Conditioner: \$
Shock: \$ Additional Liquid Chlorine: \$

Contract Details:

Agreement is made this day between Bishop pool service, Inc. ("Bishop Pools," "we," "us") and customer with information listed above ("customer," "you") for services to be provided at the above address. The parties agree the customer has contracted with Bishop Pools to perform pool and/or spa maintenance at the address specified above. The parties agree that this is a monthly service contract, and that payment is made in advance of services being rendered for the month. If the customer fails to pay in advance of service being provided, then the service contract is terminated.

Your service will be performed by the same technician on the same day each week, unless your regular technician is unavailable. We will notify you in advance if your service will be performed on a different day.

Initial startup visit: Your pool must be clean, algae-free, and chemically balanced when we begin your monthly service. If it is not, we will provide an estimate for the services required to achieve that standard.

Excessive debris: Leaves, dirt, branches, and other debris from landscaping may cause chemical imbalances. It is the customer's responsibility to maintain the landscaping adjacent to the pool, to minimize the effect on the water chemistry. If there is excessive debris, an additional service charge may be charged.

Weather: During certain times of year, because of falling leaves, it may be advisable for the customer to empty the skimmers and baskets in between our visits. This will ensure that the equipment is not damaged due to lack of water flow. Bishop Pools is not responsible for damage to equipment which occurs as a result of skimmers of baskets which have filled up between scheduled visits.

In the event of rain or freezing weather, we will perform a chemical or equipment check only on the pool, leaving out services requiring use of a pole. No refund will be given for services we are unable to perform due to weather.

Equipment and repairs: Your pool must have either an in-floor cleaning system or a cleaner. If you do not have a cleaner and wish to start monthly service, you will be asked to purchase a cleaner prior to the service being started. You may purchase this equipment from Bishop Pools or another vendor.

Repairs are not included in your monthly service fee. Repairs under \$50 will be performed immediately and charged separately to the customer. If we expect the repair to cost more than \$50, we will ask for authorization from the customer before beginning the repair.

If a technician notices a problem with the pool, a note will be left asking you to contact our office. Please contact us immediately to arrange a service call.

Water level: ***It is the customer's responsibility to maintain proper water level. The recommended water level is mid-tile.*** If the water is low on service day, equipment will be turned off and a service slip will be left advising the customer to add water. ***Failure to maintain proper water level – whether too high or too low – may result in serious damage to pool and/or equipment. Bishop Pools is not responsible for any damage or other issues which are a result of improper water level in the pool.***

**Access/Pets:** We can only provide contracted services if we have safe access to your pool. We cannot offer a credit for missed service if we are unable to access your pool. If we must return before the next scheduled visit, a \$25 trip charge will be assessed. To ensure we have access:

- Gates must be unlocked. If you require a lock, please be sure that it is accessible from the outside, and that we have a means to open it. Combination locks are preferable.
- Pets other than cats must be kept in an area separate from the pool, and away from route the technician uses to access the pool. Acceptable enclosures include separate fenced areas, crates, enclosed kennels or dog runs, and inside the house (with no means of leaving the house). ***Technicians will not enter an area where there appears to be a loose pet. Bishop Pools accepts no responsibility for pets which escape during a service visit. If a pet injures a technician, customer accepts responsibility for the injury.***
- The environment in which the technician works must be safe. If the technician determines that accessing the pool or performing services is dangerous, then the technician has the discretion to decline to perform service. Conditions which may be deemed unsafe include, but are not limited to: icy walkways, excessive mud or other slip hazards, landscaping or fencing which is in an unsafe condition, downed or compromised power lines, or electrical shock hazards.

**Vacation/Holidays:** Bishop Pools will be closed and service will not be provided as follows: 1) one week during the summer, with customer notified of that date in advance; 2) Thanksgiving week, and 3) Christmas week. These dates are accounted for in the overall monthly service fee, so no credit for these weeks will be provided. In the event of an emergency, Bishop Pools will make every effort to return your calls and answer emails. Emergency services are quoted on a case-by-case basis, at a rate which may be different from what is stated in this contract.

**Off-Schedule Visits:** Bishop Pools uses a route system designed to minimize technicians' travel time, so we cannot change your normal service day to accommodate a party or special event, as we may not be in the area. We can schedule separate, extra cleaning visits as needed at an additional charge.

**Contact Information:** Customer agrees to provide Bishop Pools with adequate contact information, and to inform us in a timely manner of changes to contact information. If a problem arises which requires immediate attention and we are unable to contact the customer in a timely manner, customer agrees to accept payment responsibility for decisions we make in regard to maintaining and repairing pool and/or water features.

**Customer Satisfaction:** Our goal is your complete satisfaction. If a service call is not completed to your satisfaction, please notify our office in writing or by email (bishoppoolserviceandrepair@yahoo.com) within 48 hours, so that we can assess and resolved the problem. We cannot resolve or issue a credit if we are not informed of a problem.

**Liability:** Bishop Pool Service Inc., its employees and/or independent contractors, agree to provide swimming pool maintenance in a responsible manner. ***To the fullest extent permitted by law, the customer shall indemnify and hold harmless Bishop Pool Service Inc., its owner, employees, independent contractors, and agents of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys fees, arising out of or resulting from performance of the subcontractors work under this agreement.***

It is the customer's responsibility to assure that all gates are working properly. Service technician assumes no responsibility for maintaining fencing or gates at customer's property. The customer is responsible for maintaining local code compliance regarding safety issues including, but not limited to, fencing, gates, electrical service, etc.

**Termination:** The parties agree that this is a monthly service agreement that continues from month-to-month until terminated. The agreement may be terminated by either party. The customer may terminate the monthly swimming pool maintenance agreement in writing or by email. Bishop Pools is under no obligation to continue monthly service on accounts which are more than 30 days past due, and may choose whether to do so at their sole discretion.

**Please Initial and then sign the following:**

\_\_\_\_ I acknowledge that I have received, read, and understand Bishop Pools' monthly pool service agreement, setting forth the basis for monthly pool and/or additional feature maintenance.

\_\_\_\_ I have had all my questions answered to my satisfaction prior to signing this acknowledgement of receipt.

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

\_\_\_\_ I understand that neither I nor Bishop Pools are agreeing to any promises or guarantees other than stated in writing in this contract.

\_\_\_\_ I am aware that I may stop monthly pool service with Bishop Pools at any time (in writing or by email). I 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.

I agree to the terms and conditions laid out in this contract:

Customer signature \_\_\_\_\_ Date: \_\_\_\_\_