



2010 MAINTENANCE CONTRACT

THIS AGREEMENT, dated _____, 2010 by and between
WEB CHEMICALS, INC., as service provider, and _____ residing at

_____ for pool service contains the following terms and conditions for pool service.

1. **LOCATION:** The pool to be serviced consists of an above ground/inground pool located at _____.
2. **SERVICE TIME:** The service provider agrees to provide pool servicing to the aforesaid pool on a weekly/bi-weekly basis, for a period to end on _____ 2010
3. **SERVICES PROVIDED:** The service provider agrees to provide, during the service time, on the basis set forth in paragraph 2 above, the following pool services:
 - a. Vacuuming pool
 - b. Brushing pool floor and wall
 - c. Skimming water surface
 - d. Cleaning pump and skimmer baskets
 - e. Backwashing filter
 - f. Change DE for filter
 - g. Clean filter cartridge
 - h. Balancing all pool chemicals including chlorine, alkalinity, pH, cyanuric acid and calcium hardness levels
 - i. Cost of maintenance chemicals included in contract price
4. **ADDITIONAL CHEMICALS:** If, due to unusual situation, including but not limited to pink, black or yellow algae or dead algae, additional chemicals are needed to rectify the situation, the cost of additional chemicals will be billed as a separate charge and not included in the cost of this service contract.
5. **ADDITIONAL SERVICE:** In the event that additional service work is requested, or a special order is necessary to perform additional work, the customer shall be responsible for the cost of service, parts and shipping of such parts. The customer has the option of obtaining parts from either Web Chemicals or another supplier. However, if the parts are purchased by the customer, and such parts are incorrect, and such order prevents the service to be completed as scheduled, service provider will charge a 30 minute service charge to the final bill.

6. **PAYMENT:** Contract service payments will be billed monthly at the rate of \$50.00 per visit, plus applicable NYS tax. Payment for the previous month is due within 14 days of the date of the invoice. Any payments received later than the 14 day payment period will result in a \$15.00 late charge being added to the bill. Web Chemicals reserves the right to suspend services on any pool where the invoice remains unpaid after 20 days.

7. **WEATHER AND RESTRICTIONS:** Service will not be performed in unsafe conditions such as rain, thunder, lightning, hail, etc. Should these conditions occur on the scheduled service date, then weekly service will resume on the next available day.

8. **PETS:** Web Chemicals, Inc. will not perform any service nor enter any pool site where there are pets or other animals present.

9. **LIMITED WARRANTY:** If a problem returns during the contract season after our technicians have made an initial repair, service provider will return and reassess the problem at no additional charge.

10. **PARTS WARRANTY:** The customer is responsible to complete and send to the appropriate address a manufacturer's or other warranty for any parts installed that fail, assuming that the part is defective. Web Chemicals Inc. does not warranty any parts installed by anyone at any time.

11. **POOL CLOSING:** Customers who purchase this service contract are entitled to also purchase a season's end pool closing offer. Web Chemicals Inc. will close the pool for the season at the special cost of \$125.00 for an above ground pool and \$200.00 for an inground pool, with all closing chemicals are included in this price. A customer who elects this service will be billed separately for this service.

12. **CANCELLATION:** This contract may be cancelled at any time by the customer on 5 days notice to Web Chemicals Inc. In the event such notice is given, customers who elected to have the pool closing as set forth in paragraph 11 herein, are not entitled to the special reduced pool closing costs and will pay the normal pool closing costs should Web Chemicals Inc. be retained to close that customer's pool.

13. **NO OTHER REPRESENTATIONS OR WARRANTIES:** By signing this contract, customer agrees that no other representations or warranties have been made by any person regarding the terms and conditions of this contracts.

14. **MODIFICATION:** No modifications or changes shall be made to this contract except in writing and signed by the parties.

WEB CHEMICALS, INC.

BY: _____

(Printed Name of Customer)