



DINX LLC
Swimming Pool Specialists
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P.O. Box 50721
Myrtle Beach, SC 29579

Pool & Spa Cleaning Agreement

This Agreement is made this day (date) ___/___/___ between DINX LLC Swimming Pool Specialists (hereinafter "DINX") and _____ (print name), (hereinafter "Customer") for services to be provided at

_____, _____
(Street Address) (City) (State) (Zip Code)

Additional Customer Information:

Phone Number: _____

Secondary Phone Number: _____

Email Address: _____

OPT Gate Code: _____

All Parties agree that Customer has contracted with DINX to perform pool and/or spa maintenance at the address specified above. The Parties agree that this is a monthly Service Contract and the Customer agrees to pay DINX monthly.

1. Service Frequency and Fees: DINX will provide pool service at the Customer's address stated above. Customer agrees to pay a monthly pool service fee which will be invoiced at the end of each month for the service (Spa Maintenance may vary*). The designated day of service each week is determined by location. Customer may request pool service to change to weekly or twice a week before the new billing cycle. Chemicals and balancing agents **will not** be included in the price of labor for services, but will be billed separately. Salt is sold at \$13 per bag, and buckets of Chlorine Tablets vary upon size.

For free standing spa maintenance, the customer agrees to pay an additional \$20 per visit or per month (depending on the services provided). This will cover the service of the spa with the same limitations as the pool service stated above. DINX does not offer spa service alone, only with regular swimming pool service. (Note: there are no additional fees for spas connected to the pool directly since this is the same body of water – no additional treatment is needed or necessary.)

The Parties agree that circumstances can arise that affect or prevent DINX from performing pool and/or spa maintenance such as weather (rain/below 50 degrees F.), illness, or holidays. In such an event, DINX may elect to postpone pool and spa service for the next available day or test water chemistry only. Pool and spa service will NOT be provided during the weeks of

Thanksgiving and Christmas. During the holiday months, Customer will be charged their regular service fee. These dates are already accounted for in the monthly service fee. Therefore, no credit is due. In the event of an emergency, DINX will make every effort to return your calls and answer emails. Emergency services are provided at a separate agreed upon rate quoted on a case-by-case basis. All holiday calls are an additional \$95 labor charge per hour. In the event of inclement weather on the scheduled date of service, the pool and/or spa will be cleaned to the extent weather permits and only chemicals will be added.

Customer must ensure DINX has access to the service area on the scheduled service day, including: gate entry codes, lock combinations, security guard verification, and pets relocated from pool/spa area. If DINX is unable to access the service area for any reason, services will not be performed that week and Customer shall not be entitled to a credit.

Service / Product	Description	Price	Additional Info.
<i>Chemical Check Only (Weekly)</i>	Testing Only	\$25 + Chemicals Added (C.A.)	
<i>Weekly</i>	Once per Week Visit	\$175 / Month + C.A.	*Set Labor Price*
<i>Twice Per Week</i>	2 Visits Per Week	\$300 / Month + C.A.	*Set Labor Price*
<i>Chemicals will be added as needed and billed accordingly.</i>			

**** Customer is held responsible for maintaining the pool/spa in between visits (*See Customer Responsibilities Below). In the event the pool turns green in between visits, service will continue and an additional green to clean service fee of \$250-\$500 depending on severity will be in place. *See green to clean conditions***

2. Services: DINX shall provide the following services each visit as needed:

- Pool vacuumed as needed
- Pool surface skimmed as needed
- Filter backwashed as needed
- Leaf baskets cleaned
- Pump baskets cleaned
- Pool equipment operation inspected
- Pool walls, floor, and tile to be brushed as needed
- Water tested and balanced each visit

Customer is responsible for water levels during the week. Recommended water level is MID-TILE / MID-SKIMMER. All chemicals used during weekly service are added to the bill throughout the month. DINX will NOT be using chemicals bought by customers, unless they have purchased appropriate chlorine tablets/sticks or salt specified and approved by DINX – otherwise chemicals used will be only from DINX inventory. DINX is not responsible for damages caused by outside chemicals bought by Customer. Filters MUST be properly maintained in order for DINX to perform proper maintenance service.

Cyanuric acid levels in the pool: When on a tablet feeder and using stabilized chlorine tablets, the cyanuric acid (a.k.a. stabilizer) works as a sunscreen to protect the chlorine from quick evaporation. Keeping a healthy cyanuric acid level is vital for the swimming pool, **but if too**

much is in the water it then becomes an issue and chlorine will not sanitize the water (among other issues). To resolve this issue, water must be drained 2/3 of the way down and refilled. This process may need to be repeated several times before reaching the appropriate cyanuric acid level. This process is the responsibility of the homeowner/customer and NOT DINX. If the circumstances do not allow Customer to do so, DINX will perform the service at \$95 per hour spent draining and refilling the swimming pool. If this work is performed by Customer and issues arise, DINX will not be held responsible for said issues. DINX provides detailed information and instructions when relying on customers to perform any work on the bodies of water in between visits. Therefore, no issues should occur unless due to customer negligence. This paragraph also applies to salt levels as well as calcium hardness levels, with exact stipulations.

Chlorine levels in the pool (and/or spa): Customer is responsible for checking tablet feeders and/or tablet floaters in between visits made by DINX. If tablet feeders/ or floaters are empty upon checking, Customer is responsible for adding an appropriate amount to said containers. If this responsibility is neglected, DINX will not be held responsible and any additional labor over 1 hour will be considered a service fee of \$95 per hour spent; unless a green to clean service is issued.

3. Special Services & Repairs: Special Services and repairs are not included in the monthly service fee. The need for repair(s) will be discussed with Customer prior performing service/repairs. Estimates will be given for the problem at hand and a service call will be issued; if DINX is not able to perform the labor, a subcontractor will be introduced to do the work at Customer's expense. Customer is required to state a predetermined price for additional services that may be needed. This is an allowance for DINX to perform a service call up to a certain money amount. If services exceed the predetermined amount, an estimate will be sent and a service call will be issued. If the customer does not wish to have service done (whether required or not required for regular function) DINX will not be held responsible for any damages or misfortunes due to lack of service.

I, _____ will be held responsible for additional services and/product fees to my swimming pool and/or spa, up to the amount of \$_____. This will only be charged if services/products are absolutely needed. If there are fees that may exceed this amount, DINX LLC will issue a quote separate from this contract in order to fulfill the needs of the Customer. Customer is held responsible for paying any additional invoices once accepted and work has been performed.

Customer signature: _____

4. Other Fees: Customer agrees to pay DINX the monthly service fee stated in this document. If emergency or unscheduled ("last minute") visits are requested, an additional service fee of \$95 will be invoiced separately from the regular cleaning agreement. Additionally, Customer shall incur an additional charge of \$85.00 every 6 months for filter cleaning if desired and specified in this document. Filters MUST be properly maintained in order for DINX to perform proper maintenance service. If at any point the customer requests filter cleaning or is in need of a cleaning for continued operation, the customer is responsible for payment of \$85.00. Cartridge and D.E Filters may need additional care. In the event of new cartridge elements or Diatomaceous Earth, there will be separate fees applied. **Please sign below showing which you would prefer.**

"Yes, I would like my filter cleaned every 6 months."

Signature: _____

OR

“No, I would not like to have my filter cleaned every 6 months and I will be held responsible for any additional fees that may result from this decision.”

Signature: _____

5. Payment: DINX accepts 2 forms of payments: Check and Card. All payments are due **NET10** upon invoice receipt. Checks may be made out to DINX LLC and given to available service tech on the next day of service, paid online or sent to the Post Office Box provided by DINX LLC on the top right corner of this document. If payment is not received or the card on file does not cover payment of the monthly service fee, services will not be completed for the following month. In the event of non-payment, services will be postponed and customers will be charged for any denied payment fees. DINX has the right to seek legal action if payments are not settled within 30 days.

6. Disclaimer: DINX shall not be responsible for any damage to property due to acts of nature, fire, vandalism, misuse, or abuse. Customer should be aware of normal deterioration of equipment that occurs over time due to exposure to chemicals, sunlight, and, in some cases, other corrosive materials (i.e. salt). The CUSTOMER is responsible for maintaining the correct water level at all times. DINX is not responsible for any damages or deterioration caused by failure of a Customer to perform other services recommended by DINX, or by failure of customer to properly maintain pool and equipment between visits.

****Green to Clean Disclaimer:** In the event the customer does not comply with DINX suggestion to keep bodies of water properly maintained (i.e refusal to purchase salt or chlorine tablets for sanitation or drainage of pool water) DINX will provide an estimate for the treatment of the pool. This is additional and not included in the regular services. Green to clean services are a \$250 minimum fee and a maximum fee of \$500.

7. Termination: The Parties agree that this Agreement is a monthly service agreement that continues from month to month until terminated. The Agreement may be terminated by either Party. However, the Parties further agree that Customer shall give DINX thirty (30) days advance written notice of Customer’s termination of this Pool Service Agreement. Such written notice may be delivered in person, by email, or at the address listed on this document. If the contract is terminated, Customer will be held responsible for paying all open invoices of services performed on their property. If a customer refuses to pay the final amount, DINX LLC will file a claim with the Magistrate court and the customer will also be held responsible for any/all court costs in addition to services performed.

8. Mediation: The Parties agree that any future disputes between them arising under this Agreement shall be submitted to an agreed upon mediator. The mediation shall take place in Horry County, SC. This Agreement shall be construed and is governed under the laws of South Carolina.

By signing this document, or emailing us regarding this document, all parties agree to statements in this contract and are fully aware of its contents.

Customer Signature: _____

Printed Name: _____

Date: _____