

RESIDENTIAL MAINTENANCE CONTRACT

This contract is made and entered into on _____ (enter date) by New Wave Pools LLC, whose address is 4710 E. Broadway Suite 170, Madison, Wisconsin 53716 and _____ (customer name), whose address is _____ (customer address).

WHEREAS New Wave Pools LLC is a company engaged in the business of servicing and maintaining residential and commercial swimming pools and spas and is willing to provide such services to _____ (customer name) as per the terms herein.

WHEREAS Customer desires to have New Wave Pools LLC furnish maintenance on the swimming pool and/or spa.

1.) Maintenance Services - Regular services included in this contract price: Maintaining the water cleanliness, clarity, and chemistry of the swimming pool and/or spa _____ (daily, weekly, or bi-weekly)

New Wave Pools LLC shall maintain and service the following:

- Visually inspect swimming pool for water clarity
- Visually inspect swimming pool equipment
- Backwash the filter when necessary
- Check skimmer baskets, pump baskets, and water temperature of the swimming pool
- Test water chemistry of swimming pool
- Adjust water chemistry as needed
- Broom and brush all sides and bottom of swimming pool. Vacuum swimming pool as needed
- Delivery of chemicals

Additional services that are available for an additional fee, or other charges:

Repairs – Any repairs that are necessary are not included in this contract. Repairs are completed at a rate of \$80.00 per hour per technician. The labor rate for repairs does not include the cost of any replacement parts necessary to complete the repair. The service call charge and/or return trip charge will be waived for residential maintenance customers, who possess valid contracts, as long as, the necessary repairs are completed during a scheduled maintenance date.

Spa Maintenance – The maintenance of a spa/hot tub can be purchased as a standalone service, or as a service added to the swimming pool maintenance. The rate for providing spa/hot tub maintenance as a stand-alone package is \$30.00 per week. The rate for adding the spa/hot tub maintenance to the swimming pool maintenance is an additional \$20.00 per week.

Chemical Delivery – New Wave Pools LLC will delivery requested chemicals to the swimming pool property during scheduled maintenance dates. There is no additional cost for this service. Chemicals will be billed at retail cost.

2.) Excluded Services - Unless authorized in writing by the customer, New Wave Pools LLC shall not be required to make any of the following:

- a.) Other safety tests or installations, whether or not recommended or directed by governmental authorities or by insurance companies.
- b.) Any replacements with parts of a different design.
- c.) Repairs or renewals caused by negligence or misuse of the equipment or any other factor except ordinary wear and tear.
- d.) Any equipment repairs

The repairs of any equipment are not included in the residential maintenance contract. However, residential maintenance customers, who possess a valid maintenance contract, will have the service call fee, or return trip fee waived when repairs are completed on a scheduled maintenance date. The labor rate for repairs is \$80.00 per hour per technician. The service call fee is \$80.00, and the return trip fee is \$40.00 when applicable. The hourly labor rate does not include the cost of parts to complete the necessary repairs.

3.) Trained Technicians – New Wave Pools LLC employees are NSPI and APSP certified technicians. The trained technicians directly employed and supervised by New Wave Pools LLC will perform all services required by the terms of this contract. New Wave Pools LLC agrees that each of its employees are properly qualified and will use reasonable care in the performance of their duties.

4.) Working Hours – The services required of New Wave Pools LLC under this contract, including emergency service, shall be performed during regular working hours of its regular working days, consisting of start time 7:00 a.m. to end time 7:00 p.m. Monday through Friday. Dates for service vary by service location. New Wave Pools LLC strives to provide superior customer service and understands that exceptions may need to be made to starting times, ending times, holidays, or scheduling based on location. New Wave Pools LLC will make reasonable accommodations as necessary.

5.) Contract Price –

- a.) The customer shall pay New Wave Pools LLC at the rate of \$ _____ per _____ (daily, weekly, or bi-weekly) for the regular residential swimming pool and/or spa maintenance services to be performed under this contract. The invoice for the service will be emailed after the last scheduled maintenance date is performed for that month. Payment of monthly invoice is due upon receipt. Nonpayment of any invoice, within 30 days of receipt constitutes breach of contract, and will automatically

terminate this contract. If any invoice is not paid when due, a late fee charge of \$25 will be added to the invoice plus interest of 1.5% per month, 18% per year, or the maximum percentage allowed under applicable Wisconsin laws, whichever is more.

b.) The amount specified in (a) above shall be adjusted annually to reflect any changes in New Wave Pools LLC's cost of labor. An adjustment of \$5 per stop may adjust this contract price. Price shall be increased or decreased on each anniversary of the commencement date of service under this contract.

c.) The amount specified in (a) above shall be adjusted to reflect any changes in the costs of the parts, equipment, chemicals, and materials supplied by New Wave Pools under this contract.

6.) Term of Contract – Residential maintenance contracts are on a Month-to-Month basis unless otherwise specified. The term of this contract shall commence on _____ (date) and shall continue in full force and effect until it is terminated. Either party, by giving 30 days written notice may terminate this contract. This contract will automatically terminate at the time the swimming pool is winterized for the season. If this contract is cancel without 30 day notice the customer will be held liable for the maintenance stops included in the following 30 days after cancellation date.

7.) Miscellaneous Provisions –

- a.) **Applicable law:** This contract shall be construed under and in accordance with the laws of the State of Wisconsin, and all obligations of the parties created under this contract are performable in _____ (county name), Wisconsin.
- b.) **Parties Bound:** This contract shall be binding on and inure to the benefit of the parties of this contract and their respective heirs, executors, administrators, legal representatives, successors, and assigns as permitted by this contract.
- c.) **Legal Construction:** In the event any one or more of the provisions contained in this contract shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision. This contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
- d.) **Prior Contract Superseded:** This contract constitutes the sole and only contract of the parties and supersedes any prior understandings or written or oral contracts between parties respecting the subject matter of this contract.
- e.) **Amendments:** This contract may be amended by the parties only by a written contract.
- f.) **Attorneys' fees:** If any action at law or in equity is brought to enforce or interpret the provisions of this contract, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled.
- g.)

8.) Signatures – This contract shall be signed on behalf of New Wave Pools LLC by a representative of New Wave Pools LLC, and on behalf of the homeowner/swimming pool owner by the customer, _____ (customer name).

Service Company
New Wave Pools LLC

Date:

By: Homeowner/Swimming Pool Owner _____
Date: