



## 2011 PROCHEM AGREEMENT

THIS AGREEMENT entitles me to exclusive weekly chemical treatment by Little Richard's Pools & Spas, Inc. for my swimming pool and/or spa. This agreement sets out the respective rights & obligations of each party.

**ProChem.** ProChem will provide chemicals and technicians to properly balance chlorine, pH, alkalinity, conditioner levels on a weekly basis. We will provide our pool owners with D.E. filter powder upon request at market cost. Any pool requiring over 20 pounds of conditioner will have the option receive more conditioner at market cost, supplement with conditioner based chlorine tablets, or end the contract agreement. ProChem will provide 2 times the typical amount at no cost to you, due to backwashing, pumping of the pool, etc. Any pool requiring OVER 10 lbs. of chlorine per week will be notified, and given the option to pay for additional chemical. Chemicals to fight water borne biotic diseases and remove disease causing organisms such as e-coli will be provided. ProChem will charge a \$25.00 return trip fee, if pool is not accessible during initial trip. Please have gates unlocked & dangerous dogs put up on your scheduled day! ProChem will notify you if your designated treatment day changes. ProChem will provide a blue yard flag indicating the pool was treated EACH visit. You may discard the flags, or return them. ProChem technicians are trained in water chemistry, and will not fix motors, pumps, filters, heaters, covers, liners, etc. while performing chemical maintenance. *If service work is required, a separate appointment can be made through the office.* PRICES ARE SUBJECT TO CHANGE DUE TO THE VOLATILE EVERCHANGING CHEMICAL & FUEL MARKET. If prices increase, you will be notified in writing with an option to end agreement, or be invoiced for additional specified costs. ProChem has the right to refuse service at its discretion.

**The Homeowner.** The Homeowner will follow the manufacturer's recommendations for proper filtration time. Sand filters require 24 hour daily filtration. D.E. & cartridge filters require 12-18 hours per day. The Homeowner will clean and backwash the filter weekly, and keep pool clean. The Homeowner should not add chemicals to pool or spa, without notifying the technician. All chemical treatment should be performed by ProChem technicians for your safety. The Homeowner should provide safe access to pool. If the Homeowner has an automatic pool cover, it will be open the day of service. If it is not open, it is up to the discretion of the technician to open the cover for proper treatment. If the cover is inaccessible, the technician can add chemical through an accessible skimmer. The Homeowner will call Little Richard's Pools & Spas, Inc. or communicate via e-mail, fax or regular mail if they wish to extend treatment of their pool or spa outside of the dates set out in this agreement. The Homeowner will pay all charges owed under this agreement either IN FULL in advance, or MONTHLY in advance. The Homeowner will be responsible for a late fee for past due accounts. The Homeowner will keep the pool or spa in a condition that it will not leak. If the Homeowner fails to keep the pool from leaking or otherwise repair the pumps, motors, filters, heaters, covers, liners, etc, then at the option of ProChem, this agreement shall be at an end. The amount due must be paid in full at this time. The terms of the payment plan are incorporated by reference.

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PRINTED NAME** \_\_\_\_\_

P-(316)541-2497/F-(316)536-2846 /[jen@littlerichardspools.com](mailto:jen@littlerichardspools.com); [www.littlerichardspools.com](http://www.littlerichardspools.com)