

PROCHEM AGREEMENT

THIS PROCHEM 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 and obligations of each party.

ProChem. ProChem will provide chemicals and technicians to properly balance chlorine, pH, alkalinity, and 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 to receive more conditioner at market cost, supplement with conditioner based chlorine tablets, or end the contract agreement. Typically, pools require 10 pounds of conditioner each season. ProChem will provide 2 times more at no cost to you, due to backwashing, pumping of the pool, etc. Any pool requiring over **10 gallons** of liquid chlorine per week will be notified, and given the option to pay for additional chemical. Typically pools require no more than to 5 to 7.5 gallons per week. 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, and vicious or skittish dogs put up on your day!

ProChem will provide a blue yard flag indicating the pool was treated EACH visit. You may discard the flags, or return them to us at season's end.

ProChem technicians are trained in water chemistry, and will not fix motors, pumps, filters, heaters, covers, liners, etc. while on site. *If service work is required, a separate appointment can be made with the office.* **WE DO FIX/REPAIR ALL POOL ITEMS—however not as a part of ProChem!** **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 our 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 will not add chemicals to pool or spa unless directed by technician to do so. The Homeowner will provide the ProChem technician safe access to pool on the service day.

If the Homeowner has an automatic pool cover, it will be open the day of service. Failure to provide safe access to pool will obligate the homeowner for additional costs. The Homeowner will call Little Richard's Pools & Spas, Inc. at the number below or communicate via e-mail, fax or regular mail his/her wish to extend treatment of the pool or spa outside of the dates set forth in this agreement.

The Homeowner will pay all charges owed under this agreement either IN FULL in advance, or MONTHLY in advance. Monthly pay plans need to be paid 4 weeks ahead.

The Homeowner will be responsible for a \$15.00 late fee for accounts 30 days past due.

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. If agreement ends, the amount due on account will be paid in full. The terms of the payment plan are incorporated by reference.

↙ **Signature:** _____ **Date:** _____

Printed Name & Address:

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