

**POOLMAN SALT SYSTEM AGREEMENT**

This Salt System Agreement, dated this \_\_\_\_ day of \_\_\_\_\_, between Poolman 2000, Inc. ("Poolman") and \_\_\_\_\_ ("Customer").

Poolman and Customer agree as follows:

1. At its own expense, Poolman will install a salt system at Customer's swimming pool. The salt system will not alter the pump, filter or heater.
2. The salt system is and will remain at all times, exclusive property of Poolman unless and until purchased by Customer on terms mutually agreeable to Poolman and Customer.
3. Customer is responsible and agrees to pay for any damage to the salt system caused by Customer or by Customer's tenants or invitees. Customer must maintain their pool equipment in proper operating condition, excluding salt system. Poolman will be responsible for any normal wear and tear on the salt system.
4. In the event that Customer terminates service with Poolman, Customer shall provide Poolman with 30 days' notice of its intention to cancel service. Notice must be via e-mail or U.S. mail. Customer hereby agrees that Poolman will have access to Customer's backyard during the entire 30 day notice period to enter and remove the salt system. In the event that Customer fails to give a 30 day notice, Customer hereby gives Poolman access to Customer's backyard for a 30 day period commencing with the time that Poolman learns of Customer's cancellation of service or from the date that Poolman terminates service to Customer. Upon salt cell removal, plumbing will be returned to proper operating condition; mounting screw will be left in wall. Please note that minor scrapes & mars may occur.
5. In the event that Customer sells its home, Customer agrees to disclose to Buyer that the salt system is the property of Poolman and that the salt system is not a fixture that will be transferred with the sale of the house. In addition, Customer agrees to give Poolman sufficient notice, at least 30 days, to remove the salt system before the closing date of the sale of the house. Customer agrees that the salt system will be removed prior to closing unless the purchaser of the home has signed a salt system contract with Poolman and has signed up for pool service with Poolman. Customer agrees that if Poolman is unable to access Customer's backyard because of Customer's failure to comply with this provision, Customer will pay Poolman for the cost of purchasing a new replacement salt system.
6. If the Customer cancels pool service for the winter, Poolman will remove the salt system at no cost to Customer. In such an event, however, reinstallation of the unit for the following season must be paid for by Customer at Poolman's regular rates.
7. Poolman will be responsible for salt needed for the initial startup and the regular weekly maintenance of the pool. If Customer drains pool for any reason Customer will be responsible for the chemical reform, including salt.
8. Customer agrees that Poolman will not be responsible for any damage to flagstone decks, natural rock formations in or around the pool or to sealants.
9. In the event of litigation arising from this Agreement, the prevailing party shall be awarded its reasonable attorney's fees.
10. Any litigation arising out of this Agreement shall be filed with the San Diego County Court and internal California law shall govern all such actions.

POOLMAN 2000, INC.

I own this property  I rent this property

\_\_\_\_\_  
By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Customer Printed Name

\_\_\_\_\_  
Its: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Cust #  
Billing Address:

\_\_\_\_\_  
Service Address if Different:  
\_\_\_\_\_  
\_\_\_\_\_