



**Ascend South Creek
Pool Maintenance Contract**

Part 1 - General Specifications

American Pool Service, located at 4434 Parkway Commerce Blvd.; Orlando, FL 32808 agrees to provide the following services for Ascend South Creek located at 3060 Southcreek Blvd.; Orlando, FL 32824, beginning on 1/1/2022 and ending on 12/31/2022.

Services

American Pool Service, Inc. will be responsible for performing 3 weekly visits (weather permitting and excluding holidays) in which the following services will be performed as necessary:

1. Vacuum pool
2. Brush pool
3. Clean skimmer baskets and skimmer gutters
4. Clean waterline tile
5. Clean hair and lint strainer
6. Test pool water chemistry and adjust as needed
7. Skim pool surface to remove floating debris
8. Maintain filter room in a clean and safe condition
9. Backwash filtration system and/or clean filter cartridges
10. Inspect all equipment to ensure proper operation
11. Notify OWNER of any parts, repairs or chemicals needed

Facilities Included: (1) pool(s); (0) spa(s); (0) fountain(s); (0) wading pool(s)

Balancing Chemicals Included?: Yes

Water Balancing Chemicals (i.e. Isocyanuric Acid Stabilizer, Calcium Chloride and Sodium Bicarbonate) are included in this proposal.

Special Notes:

Either party may terminate agreement with 30 day written notice

Compensation and Terms:

The charge for the services listed above shall be: **# Visits/Week: 3 \$675.00 Per Month**

Any chemicals, parts or repairs over the amount of \$100.00 will be submitted to the owner in writing for approval prior to American Pool Service commencing corrective action. All invoices presented to OWNER will be paid in full within 30 days of the invoice date or will be subject to a 1.5% per month finance charge (18% annually). This agreement is subject to the terms and conditions attached in Parts 2-7.

Accepted:

Owner/Agent

Brian Gatlin President

Date: _____

Date: _____

NOW THEREFORE, in consideration of the promises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

PART 2 - CHEMICALS AND SUPPLIES

CONTRACTOR will supply all chemicals necessary to adjust the chlorine and pH levels in the pool. In addition all water balancing chemicals will be provided by the Owner, (Balancing chemicals to include Calcium Chloride, Sodium Bicarbonate and Cyanuric Acid). Any special Chemicals needed (i.e. phosphate remover, algicides ,etc) will be in addition to the base monthly contract, with prior OWNER approval. Chemicals, clean-up, high water level removal due to weather will be billed in addition to the monthly contract.

PART 3 – OWNER’S RESPONSIBILITIES

REPAIRS, BILLS, AND INVOICES: It is agreed and understood that the OWNER shall pay all repair bills and invoices submitted to OWNER by CONTRACTOR within 30 days of receipt. It is agreed and understood that this covenant is an independent covenant of this contract. All materials supplied by CONTRACTOR remain the property of CONTRACTOR until materials are paid in full.

All applicable taxes (i.e. Federal, State) for any equipment, labor, chemicals, or any other sales are not included in the prices represented in this agreement and shall be applied as an extra to all invoices as applicable.

Restrictive endorsements or other statements on checks accepted by CONTRACTOR will not apply and in no way alter this contract.

PART 4 – DEFAULT/ LIQUIDATED DAMAGES

In the event that OWNER fails to make any of the payments required hereunder or fails to comply with any of the terms of this Agreement, the OWNER shall be in default and CONTRACTOR, at its sole option, shall have the right (i) to declare this Agreement terminated and immediately cease to provide any and all services, supplies and personnel to OWNER at the pool site or elsewhere, and (ii) avail itself of any and all remedies, both legal and equitable, it may be entitled to at the time of default, to specifically include but not be limited to the damages set forth below in liquidated damages.

It is agreed and understood that in the event any sums of money which are due to CONTRACTOR under and by virtue of this agreement are not paid in full by OWNER within thirty (30) days subsequent to the receipt of an invoice for the same, said sum shall bear interest at the rate of 1.5% per month. This provision shall be applicable in addition to any rights and remedies, which CONTRACTOR may have under any other provisions of this agreement.

In the event of termination of performance by CONTRACTOR under the terms of this Agreement for nonpayment of any sum due hereunder by OWNER, it is expressly agreed and understood that CONTRACTOR shall be entitled to retain all sums of money previously received from the OWNER, and shall be entitled to collect all sums of money due including reasonable attorney's fees under the terms of the contract. The charges for any chemicals, supplies or labor that is outstanding are also due at the time of termination.

PART 5- BINDING EFFECT

The terms and provisions of this Agreement shall be binding on the OWNER its successors and/or heirs and to the benefit of CONTRACTOR and its successors and assigns. OWNER shall not have the right to assign, pledge or encumber in any way any part of its interest in this Agreement without the prior written consent of CONTRACTOR. CONTRACTOR, however, shall have the right to assign any and all rights, services and obligations under this Agreement.

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

PART 6- INSURANCE

CONTRACTOR shall maintain at its sole cost Comprehensive General Liability covering the legal liability for both bodily injuries and property damages as well as Workers Compensation Insurance and Commercial Automobile Insurance.

The total Insurance Coverage provided including umbrella is \$22 MILLION. If coverage falls below 5 MILLION combined liability and umbrella, OWNER will be notified. Owner will be furnished a certificate of insurance stating such.

PART 7- MISCELLANEOUS

This contract embodies the entire understanding between the parties, and there are no other agreements, representations or warranties in connection therewith. IN WITNESS HEREOF, the parties hereto have signed this contract by their duly authorized representative and/or agents who represent that they have the express authority to enter this agreement in behalf of each party.

OWNER acknowledges that it owns and/or operates the pool facility and has legal capacity and authority to enter into this Agreement and bind the property owner of the pool facility. This Agreement is a valid and legally binding obligation of OWNER and is fully enforceable against OWNER and the party which owns and operates the pool facility.

Accepted:

Owner/Agent

Brian Gatlin

President

Date: _____

Date: _____