

POOL/SPA SERVICE AGREEMENT

Dear Ms. JD,

KAST POOL COMPANY, LLC. (Contractor license CPC1458375) Hereinafter called KAST Pools, enters this contract with and agrees to service Brooke to Bay, if they agree to pay for the service outlined below and in accordance with the terms hereinafter set forth in this agreement.

SERVICE:

Weekly

3 Full service calls & 1 chemical check service call

Full Service Call:

1. Clean all skimmer and pump baskets
2. Water chemistry analyzed, based on the Langelier Index (sanitizer, pH., alkalinity, and stabilizer). Record all readings
3. Skim/net water surface
4. Vacuum bottom of pool
5. Brush walls
 - a. Brush the scum line
 - b. Record computer readings (if applicable)
 - c. Calibrate MRI computer based on manual test (if applicable)
6. Treat water with the necessary chemicals to meet the health department, and National Pool and Spa Institute's standards. All daily chemicals needed to treat the pool/spa water are provided. Those chemicals provided are:
 - a. Sodium Hypo chloride (bleach) or Sodium Tichlor tablets
 - b. Sodium Bicarbonate
 - c. Diatomatous Earth
 - d. Muriatic Acid

*All other chemicals are not included and will be billed separately.

7. Filters will be cleaned once a week.

Chemical Check:

1. Water chemistry analyzed, based on the Langelier Index
 - a. sanitizer,
 - b. pH.
 - c. Alkalinity
 - d. Stabilizer
2. Net and skim pool

MONTHLY SERVICE:

1. Clean probes (if ORP system is present)

YEARLY SERVICE:

1. Be available to attend annual Board meeting
2. Replace cartridge filters (if necessary)
3. Conduct a fall cleaning
 - a. Clean & inspect equipment area/room
 - b. Clean flowmeter
 - c. Swim the pool removed all blemishes
 - d. Scrub grout lines
 - e. Scrub scumline by hand
 - f. Brush entire pool

ITEMS TO NOTE:

REPAIRS: Repairs will be estimated at \$95.00 an hour labor plus parts/material. Notification of repairs will be given with only one exception; repairs that will result in a health code violation may be initiated immediately. This exception is asked because a delay in the repair may result in the Health Department shutting the pool down and a monetary fine. KAST Pool Company is not financially responsible for the Health Departments fines and reinspection fees. All repairs will be paid net 30. EMERGENCY REPAIRS WILL BE ANSWERED WITHIN 8 hours.

Holidays: KAST Pools observes 6 major holidays Memorial Day, Independence Day, Labor Day, New Year's Day, Thanksgiving and Christmas. Though we are working or on call 24 hours a day, 7 days a week, 365 days a year, if your service day falls on an observed holiday that day's service call may be altered.

Bad Weather: Unfortunately, the weather is not always sunny. On the days when it is raining, windy or otherwise hazardous, the chemicals in your pool will be balanced and your baskets will be emptied. There will be no vacuuming, netting, scrubbing during that service call.

Safety Barrier/Gate: KAST Pool Company is not responsible for operations of the self closing and self latching safety barriers, doors and gates.

Service Technician: your service technician may vary.

Tropical Storms & Hurricanes: KAST Pools reserves the right to charge 95.00 an hour to clean up debris and damage caused by a tropical storms or hurricanes.

Late fee: Service invoices are emailed on the 1st of every month. You have until the 15th of that month to pay the invoice. If payments are not received by the 30th of that month a \$75.00 late fee (commercial pools & fountains) or a \$25.00 late fee (residential pools) may be assessed (net 30). If full payment (including late fee) has not been received by the end of that calendar month an addition 75.00 late fee (commercial pools & fountains) and 25.00 late fee (residential pools) will be assessed weekly until the entire invoice is paid in full.

Bounced Checks (NSF Fee): There is a \$55.00 charge for a bounced check (Non-Sufficient Funds).

Fall Cleaning: Once a year KAST Pools will conduct a fall cleaning, better known as "spring cleaning". A thorough cleaning and scrubbing will be done of the entire pool. The equipment room will be cleaned, swept and all pool equipment will be inspected. This will be done at no additional charge. Any repairs will be brought to the attention of the customer.

Promotion – Kast Pool Company reserves the right to photograph and video our workmanship the pool, spa and fountains to use in our promotional materials including, but not limited to, printed advertisements and use on the internet.

Arbitration: The parties hereby elect binding arbitration as their exclusive method of resolving controversies between them relating to this Contract. Arbitration proceedings shall be conducted in accordance with the Rules of Arbitration and the procedures adopted by the local Chapter of the Florida Swimming Pool Association, which are incorporated by reference into this Contract. A copy of the current Rules of Arbitration may be obtained from the Contractor or the Executive Director of the local Chapter. Binding arbitration is recognized under Florida law as a judicially enforceable means of dispute resolution. The parties to this Contract release the officers, members, and staff of the FSPA, it's regions and chapters from all liabilities, claims, or demands whatsoever arising from any arbitration proceeding. This release is given freely and voluntarily by the parties.

Other stipulations/Notes:

The charge for the foregoing services on a year-round basis shall be \$ 525.00 per month. Any changes to the service fee or repair fees will be indicated on all invoices. *Payments shall be made payable to KAST POOLS.*

THIS AGREEMENT MUST BE CANCELLED BY WRITTEN COMMUNICATION BY EITHER PARTY 30 DAYS PRIOR TO THE DATE SERVICE IS TO BE DISCONTINUED & ALL OUTSTANDING INVOICES MUST BE PAID PRIOR TO THAT LAST DAY OF SERVICE.

ACCEPTANCE:

_____ on behalf of _____
Manager

Owner, KAST Pool Company LLC.

Starting Date: _____