

Exquisite Pool Cleaning Service

230 Wekiva Cove
Destin, FL 32541

Phone 850 259-1234

This agreement for Pool Maintenance services between Avalon Beach Estates HOA (hereafter referred to as "Client") and Exquisite Pool Cleaning Service (hereafter referred to as "Contractor") is made and entered into upon the following date: July 1 2013

The contractor is required to maintain all Florida required licenses/certifications and liability insurance.

The Client would like to have the Avalon Beach Estates Community Pool maintained on a regular basis and repaired when necessary. The Client and Contractor hereby agree to the following terms:

1. Client shall grant Contractor access to the swimming pool, its surrounding area, and equipment room during regular business hours and other mutually agreeable times.
2. Client will provide all permits, water, parts, etc. needed to maintain pool.
3. Regular maintenance is as follows:
 - a. Pool will be checked 4 days a week during In-Season (March-September) and 2 days a week Non-Season (October-February)
 - b. Pool chemistry will be checked, adjusted, and documented. (Contractor will provide all chemicals necessary to maintain pools proper chemistry and water clarity)
 - c. Clean tiles around top of pool as required.
 - d. Vacuum pool.
 - e. Remove debris from pool surface.
 - f. Inspect/adjust pool pumps and associated equipment.
 - g. Backwash filters as necessary
 - h. Check bathrooms when checking pool. Report any problems to Avalon Beach Maintenance Coordinator.
 - i. Clean bathrooms weekly.
4. Client shall pay contractor for any additional maintenance or repair, beyond that stated above, that may become necessary for normal operation of the pool (hereafter known as "Ad-hoc work"). Contractor shall bill Client for cost of ah-hoc work and the Client shall include payment with Client's

next payment for regular service.

5. Ad-hoc work:
 - a. Ad-hoc work whose cost is less than \$50 may be performed by the Contractor without Client's explicit approval.
 - b. Ad-hoc work estimated to exceed \$50 will be authorized by the Client before work is performed and will indicate an estimate for parts and labor.
6. Call out service is available 7 days a week, 24 hours a day.
7. Cost for regular maintenance is \$720

OTHER PROVISIONS:

1. **Interpretation of Contract:** This Agreement shall be construed according to the laws of the State of Florida.
2. **Mediation:** All claims and disputes between parties under this agreement shall be first subject to mediation. Mediation is required prior to litigation of any disputes between parties.
3. **Assignment Prohibited:** This contract shall not be assigned to anyone, by either party, without the written consent of the other party.
4. **Indemnity by Contractor:** The Contractor shall indemnify the Avalon Beach Owners Association and hold the Association harmless against all claims for the personal injury and property damage caused by the Contractor in performance of this contract. The Contractor shall maintain (minimum liability of \$1,000,000 and workers compensation as required by Florida State Law) appropriate insurance coverage to insure this position. At the time of the signing of the contract, Contractor shall provide to the Association naming Avalon Beach Owners Association as an additional insured, a current insurance certificate and proof reflecting that Contractor is insured for personal injuries and/or property damage caused by the Contractor in performance of this contract. A copy of the Contractor's declaration page of insurance and/or certificate of insurance shall be attached to the contract. Contractor shall have on file a workman's compensation certificate for any pre-approved subcontractor used in carrying out any work and be responsible for any related liabilities of such contractor.
5. **Attorney's Fees and Costs:** In connection with any breach, default, collection, or litigation, including appellate proceedings, arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.
6. **Notices:** All notices required or appropriate under this contract shall be in writing and shall be sent by Certified U.S. Mail, Return Receipt Requested.
7. **Contract Terms and Conditions:** Amendment/Termination – This contract will be reviewed annually and automatically renewed for the following 12 months unless notice is given within 30 days of the annual renewal date. The Contract can be amended at any time by mutual agreement between Client and Contractor. The contract can be terminated at any time by either party with written notice of

termination specifying a date of termination not less than 30 in advance. Notice shall be properly given when delivered by certified mail to the other party, return receipt requested.

- 8. **Compliance with Codes:** All work will be performed in compliance with all current Walton County Health Department and State of Florida codes (64E-9.001-64E-9.018-10D-5) that are in effect from time to time.
- 9. **Professional Competence:** Contractor represents that they, or their workers, are at all times trained and will be in compliance with any professional requirements and certifications required to dispense necessary chemicals etc. to perform the pool maintenance under this contract.

X WB Atkinson Jr
Client's Signature/Date
HOA President

W B Atkinson Jr
Client's Printed Name
HOA President

X Brad A Blalock
Client's Signature/Date
Treasurer

Brad A Blalock
Client's Printed Name
Treasurer

P.O. Box 6296
Client's P.O. Box

Miramar Beach, FL 32550
Client's City, State, ZIP Code

X Mark E. Young
Contractors Signature/Date

MARK E. Young
Contractor's Printed Name

230 WEKIVA COVE
Contractor's Street Address

DESTIN FL 32541
Contractor's City, State, ZIP Code