



Pool Cleaning and Service Agreement

Effective Date: June 9, 2025

This Pool Cleaning and Service Contract (hereinafter referred to as the "Agreement") is entered into on this **Ninth** day of **June** (Month), **2025** (Year), by and between:

Name: Camden Ridge HOA

Address: 1875 Keystone Drive, Auburn AL 36830

Phone: (706)570-7793

Email: management@camdenridgeauburn.org

(hereinafter referred to as the "Client")

And

Simply Clean Pool Company

5962 Heath Rd Auburn al 36830

334-203-4225

simplycleanpoolco@gmail.com

(hereinafter referred to as the "Service Provider")

Collectively, the Client and Service Provider may be referred to as the "Parties."

1. Service Location:

The services described in this Agreement will be performed at the following address (hereinafter referred to as the "Property"):

Property Address: **1875 Keystone Drive Auburn Alabama 36830**

2. Scope of Services:

The Service Provider agrees to perform the following pool cleaning and maintenance services (collectively, the "Services"):

A. Regular Services (to be performed at each visit unless otherwise specified):

- Skim surface of leaves and debris.
- Brush pool walls, steps, and benches.
- Vacuum pool floor.
- Empty skimmer baskets and pump baskets.
- Blow off pool deck.
- Backwash filter as needed (or clean cartridge filter as needed)
- Test and balance water chemistry
- Add necessary chemicals to balance water (see Section 7 for chemical supply terms).
- Visually inspect pool equipment for proper operation and leaks.
- Provide report after each visit detailing services performed and water chemistry readings.

B. As-Needed or Seasonal Services (may incur additional charges - see Section 6):

- Filter cleaning (for cartridge or D.E. filters, if not part of regular service).
- Salt cell cleaning (for saltwater pools).
- Tile cleaning.
- Algae treatment (beyond routine prevention).
- Pool opening and closing procedures.
- Other services as requested by Client and agreed upon by Service Provider:
\$400 plus cost of chemicals per emergency visit requested by HOA.

3. Service Frequency and Schedule:

The Service Provider will perform the Regular Services: *** See addendum A for schedule**

The preferred service day is: *** See addendum A for schedule**. The Service Provider will make reasonable efforts to maintain this schedule but may adjust due to weather or other unforeseen circumstances, with prior notification to the Client where possible.

Approximate service time: **8:30 am**. Client understands that this is an estimate.

4. Client Responsibilities:

Provide access to the pool area and equipment on scheduled service days. This includes ensuring gates are unlocked and pets are secured.

Maintain proper water level in the pool (typically mid-skimmer level).

Ensure pool equipment is in good working order. The Service Provider is not responsible for pre-existing conditions or equipment failures not directly caused by the Service Provider's actions.

Notify the Service Provider of any parties or events that may affect pool usage or service.

Keep foliage and obstructions clear from around the pool equipment.

5. Term and Termination:

Term: This Agreement shall commence on the Effective Date and shall continue until **June 1, 2026**.

Termination by Client: The Client may terminate this Agreement with **14** days written notice to the Service Provider. If terminated all fees due to service provider at termination date, as assigned by fee schedule on addendum A will come due to service provider and must be paid in full at termination date.

Termination by Service Provider: The Service Provider may terminate this Agreement with **14** days written notice to the Client. The Service Provider may also terminate this Agreement immediately for non-payment or if unsafe conditions exist at the Property.

6. Compensation and Payment:

Service Fee: The Client agrees to pay the Service Provider a fee of **\$35,908.00 per year paid monthly in equal payments of \$2,992.33** for the Regular Services described in Section 2A.

Payment Schedule: Payment is due the first (1st) of every month and is considered late if not received by the seventh (7th) of each month.

Accepted Payment Methods are cash, check, and credit card.

Late Fees: A late fee of **1.5%** of invoice total will be assessed for payments not received by the seventh (7th) of each month.

Repairs and Additional Services: Any services not listed under Regular Services (Section 2A), including but not limited to repairs, parts, and specialized treatments (Section 2B), will be quoted separately. The Service Provider will obtain Client approval before performing such additional services or repairs, unless it's an emergency repair to prevent further damage.

Returned Check Fee: A fee of **\$35.00** will be charged for any returned checks.

7. Chemicals and Supplies:

Please select one option for Standard Operational Chemicals by initialing next to your choice:

() Option 1: The Service Provider will supply standard operational chemicals; the cost is included in Client fee each month.

() Option 2: The Client is responsible for supplying all standard operational chemicals.

The cost of specialty chemicals **is not included** and will be billed separately to the Client.

Parts and Equipment: All parts required for repairs will be billed separately to the Client after approval.

8. Inclement Weather:

In the event of inclement weather, the Service Provider may reschedule the service visit to the next available service day. If a full service cannot be performed due to weather, the Service Provider will, at a minimum, test and balance chemicals if safe access is possible. No credit will be issued if a visit is missed or modified due to weather, provided the service is made up or essential chemical services are performed.

9. Liability and Indemnification:

The Service Provider agrees to perform the Services in a professional and workmanlike manner.

The Service Provider shall maintain General Liability Insurance with limits of not less than \$1,000,000.00 per occurrence. Proof of insurance can be provided upon request.

The Client understands that regular maintenance helps prevent problems, but does not guarantee against all potential pool issues, equipment failure, or surface degradation.

The Service Provider is not liable for any damage or issues arising from:

- Pre-existing conditions of the pool or equipment.
- Client's failure to adhere to responsibilities outlined in Section 4.
- Acts of God, vandalism, or misuse of the pool or equipment.
- Water restrictions or conditions beyond the Service Provider's control.

The Client agrees to indemnify and hold harmless the Service Provider from any and all claims, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or in connection with the Client's use of the pool or the Client's breach of any terms of this Agreement, except to the extent caused by the gross negligence or willful misconduct of the Service Provider.

10. Governing Law:

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

11. Entire Agreement:

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements, whether oral or written.

12. Amendments:

No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both Parties.

13. Notices:

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given: (a) when delivered personally; (b) one (1) business day after deposit with a nationally recognized overnight courier, specifying next-day delivery; or (c) three (3) business days after being sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth at the beginning of this Agreement, or to such other address as either Party may designate by notice to the other Party. Email notice is acceptable if receipt is acknowledged.

14. Severability:

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

15. Assignment:

Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party.

16. Additional Items:

Addendum "A" is considered part of this contract and establishes the visit schedule, total number of visits, and payments.

Tile cleaning when needed is included in contract price.

The month of June 2025 will be prorated with the amount due of \$2,244.25. The remaining 11 payments due will be for the full amount of \$2,992.33

Signatures:

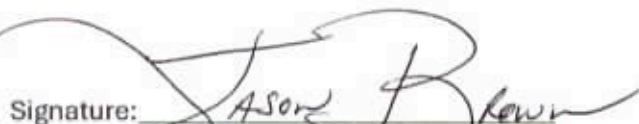
By signing below, the Parties acknowledge that they have read, understood, and agree to the terms and conditions of this Pool Cleaning and Service Contract.

CLIENT:

Signature:

Printed Name:

Date:



Jason Brown

6/5/2025

SERVICE PROVIDER:

Signature:

Printed Name: Dennis Hanson

Title: Owner

Date:



Dennis Hanson

Owner

6/6/2025