

AMENDING AGREEMENT

This Amending Agreement dated December 21, 2023,

Between:

The Poolkeepers

And

Cypress Breeze Plantation, HOA

Background

- A. The Pool keepers and Cypress Breeze Plantation HOA, (The Parties) entered into a contract dates January 31, 2020, for the purpose of pool cleaning services.
- B. The Parties desire to amend the contract on the terms and conditions set forth in this Amending Agreement.

In Consideration of the parties agreeing to amend their obligations in their existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions, and agreements below:

Amendments

1. The contract is amended as follows.
 - a. Pricing for the 2024 Calendar year. January and February \$3600. Per month and March through December \$3900 per month. ** Not Including pool chemical usage*

No other change

2. Except as otherwise expressly provided in this Agreement, all the terms and conditions of the Contract remain unchanged and in full force and effect.

The Pool Keepers

W. A. Shue

Cypress Breeze Plantation, HOA

John Rogers, PRESIDENT

The Poolkeepers
416 S County Highway 393 - 7.4
Santa Rosa Beach, FL 32459
850-865-2018

The Poolkeepers is proud to submit to you with the attached proposal to continue to provide you with our superior pool cleaning services. As the incumbent we look forward to the opportunity to continue working with Cypress Breeze Plantation HOA.

The Advantages of working with The Poolkeepers:

- We have provided our pool cleaning services to you for the last two years and have an integral knowledge of your pool and it workings. That experience is invaluable as your pool is complex and unique.
- During our previous two years of maintaining your pool, we have passed every pool inspection with The Board of Health - no exceptions. Many of your local homeowners have given us wonderful compliments on how good the pool has looked
- We are local and can respond to any issue quickly. Our fully stocked warehouse is on the 393 right up the street from Cypress Breeze. The company owner lives in Blue Mountain and the head technician lives right off the 393 allowing us to be 24/7 for your convenience. Additionally, your pool is our first stop in the morning for its daily cleaning allowing your homeowners and guests to enjoy a clean pool first thing in the morning
- We use a unique system of maintaining your pool. Our cleaning crew arrives typically at 7:30 am to clean your pool. Immediately after our inspector arrives (usually the company owner) to inspect the pool and to set and adjust the pool chemistry. Additionally our head technician, walks the property and inspects all equipment on a weekly basis.
- With a complex pool system, potential liability is something that can't be ignored. That is why we vigorously train our staff but also carry \$3,000,000 of liability insurance for your protection.
- We have a successful 14 year track record in the South Walton market and maintain most of the large pool complexes and hundreds of residential homes. We typically have up to 9 service trucks out on a daily basis providing service for our customers.
- Your pool being 440,000 gallons of water requires and uses lots of chemicals to provide a safe swimming environment. The Poolkeepers can offer a 10% discount with pallet (12 buckets) purchases of shock and trichlor tabs that would be delivered directly onsite and stored in secure equipment area.

Thank you for requesting our proposal and should you have any questions, we are available to meet or answer your phone or email requests

We appreciate your business!
Bill

Superior Service!It's That Simple

THE POOLKEEPERS

***The Premier Full Service Cleaning & Repair
Company Serving South Walton County***

P O Box 1028 | Santa Rosa Beach | FL 32459
Tel: 850.865.2018
<mailto:info@ThePoolkeepers.com>
www.ThePoolkeepers.com

 THE POOL KEEPER_{LLC} SUPERIOR SERVICE... IT'S THAT SIMPLE!		Pool Service Agreement	
		Prepared by: Kendall Shue	
		Date: January 31, 2020	
Name: Cypress Breeze Plantation HOA		Email: <u>Abruni11@aim.com</u>	Phone: (850) 368-2570
Address: P.O. Box 2594		City: Santa Rosa Beach FL	Zip: 32459
Contact Name: Al Bruni, Dolphin Developers		Pool: Cypress Breeze Plantation	

Welcome and thank you for choosing The Poolkeepers as your pool care company! We have worked hard for 14 years in South Walton County, to set the standard for quality and service in the swimming pool industry. This service agreement outlines our commitment to provide the most professional care for your pool or spa. If you will take a few moments to read it carefully, it will help to avoid any future misunderstandings.

1. Service Pricing

Monthly Rate \$2,800 (plus applicable taxes)

7 visits per week in season and 3 visits per week in off season (6 months for each). Check and adjust chemistry, vacuum as necessary, clean hand rail, tile cleaning, wall brushing as necessary, skimmer & basket cleaning, backwash filter as required. Daily check of all pool equipment to ensure proper operation. Any needed repairs are reported daily to the office. Any repair over \$250 an estimate is sent to the CAM to present to the Board. All chemicals to maintain proper water chemistry and to treat algae or stains are billed separately.

2. Services Included: On each service, our maintenance tech will do the following:

• Vacuum the pool/spa	• Empty the traps and skimmers
• Brush the walls and steps	• Net surface debris
• Record Board of Health Forms as needed	• Test and adjust the water chemistry
• Backwash and recharge filter as needed	• Note any problems with the equipment
• Pressure gauge checked each visit	• Clean tiles as needed

3. Term of This Agreement: The agreement begins on the 1st day of March, 2020, and ends on the 28th day of February, 2021, however this Agreement will automatically renew at the expiration of any term if neither party gives the other party written notice to terminate 90 days prior to the end of the term. If the term of this Agreement is not specified, either party may terminate this Agreement by notifying the other party in writing. The Poolkeepers is under no obligation to continue to provide its services on your pool should your account be 30 days past due.

4. Service Schedule: Your pool will be done on the same day(s) each week, unless your regular technician is unavailable. Your pool will be fully serviced per the frequency schedule below including Sundays which are water chemistry adjustment. We will notify you if the pool will be done on a different day for any reason.

Frequency - 3 times per week: Oct - Mar
7 times per week: April - Sept

The Poolkeepers will commence pool cleaning services upon receiving notice from the customer that the pool is ready and operational. Starting from the commencement of pool cleaning, the company shall provide its services every other day until June 1st. The Monthly rate during this period shall be \$2,000 per month, with first month to be prorated based on commencement date.

5. Equipment Problems: If your maintenance technician notices a problem with the pool, contact our office upon which we will contact you. In the event a problem arises, please call our office as soon as possible to authorize a repair service call by one of our trained equipment repair specialists.

6. Pets: It is the customer's responsibility to contain and restrain all pets. In addition, the customer accepts responsibility for any injuries inflicted by pets on our technicians.

7. **Access:** The customer must provide ready access to the maintenance tech on the day of service, either by providing a key or insuring the pool and equipment area are unlocked on the day of service. If the tech is locked out, there will be a \$15.00 trip charge to return and clean the pool. No refunds will be given for lockouts.
8. **Holidays:** We observe four holidays per year: Thanksgiving, Christmas, New Year's Day and Easter. If your normal visit falls on one of these days, the pool will not be cleaned, but on an alternate day, we will provide a chemical and equipment check. The charges will remain the same.
9. **Water Level:** It is the customer's responsibility to maintain the water level. We will add water to the pool while on site for regular cleaning if auto fill is not available, but cannot be responsible for any equipment damages or other issues that arise as the result of low water level in the pool.
10. **Inclement Weather:** In the event of rain, thunderstorms, or extreme high winds, we will perform a chemical and equipment check only on the pool, leaving out those items that require the use of a pole. No refunds will be given for such visits.
11. **Salt Chlorinators:** We understand and appreciate the benefits of salt water chlorination, however, salt is still a corrosive mineral and The Poolkeepers cannot and does not accept any responsibility for any damage, staining, corrosion or deterioration of any of the pool equipment or surfaces, that may result from the use of salt in the pool.
12. **Service Problems:** If you are not completely satisfied with our service, please contact us immediately. We will make every effort to come out and correct any problems immediately when you bring such issues to our attention.
13. **Repairs:** Repairs under \$250 will be performed without prior approval to keep pool in good running condition. Repairs above the amount listed here will require customer approval.
14. **Extra Cleaning:** In the event the pool requires extra cleaning due to vandalism, poor drainage, acts of nature or other human factors, there will be an additional charge of \$125.00 per hour for this additional work.
15. **Freezing Weather:** In the event of freezing weather, water circulation must be maintained continuously through the equipment to prevent freeze damage. It is also critically important during freezing weather to do whatever it takes to maintain the proper water level.
16. **Payment:** A The Poolkeepers invoices you the first of every month in advance for your pool servicing. Payment is due by the 15th of the same month and may be made by check, visa, MasterCard, echeck or ach. In the event your payment is late, your service may be interrupted.
17. **Special Events:** If you are having a special event at your pool, please let us know so we can schedule our service accordingly. We can schedule extra cleaning visits as needed at an additional charge.

18. Other Services

Equipment Repairs – We have a full staff of trained repair professionals who are available to diagnose and repair your pool equipment problems. We charge a basic service fee to diagnose the problem and may provide an estimate if requested, but this fee is applied to the cost of the repair if you decide to have us do the work.

Complete Pool Remodeling – when it comes time to upgrade the tile, plaster or coping on your pool, we are happy to provide our expert assistance and our The Poolkeepers quality service in this area. Please call for an estimate.

Liability

The Poolkeepers, its employees and/or independent contractors, agrees to provide swimming pool maintenance in a responsible manner. The Poolkeepers will not be responsible for any damage to property due to acts of nature, fire, vandalism, hurricanes misuse or abuse.

The Poolkeepers is not responsible for the performance of any chemicals used in treating the water chemistry of the pool. CUSTOMER should be aware of normal deterioration of equipment that occurs over time due to exposure to chemicals and sunlight.

The Poolkeepers will not be held responsible for any staining of plaster. Since plaster is composed of natural materials, a certain amount of shading, staining, and color variation is to be expected. Different forms of staining do occur in all pools and with proper chemistry can be held to a minimum.

It is the Customer's responsibility to assure that all gates are operating properly. Service technician assumes no responsibility for maintaining fencing or gates at Customer's property. It is the Customer's responsibility to ensure the swimming pool and any enclosures are up to city, state and/or federal code.

The customer agrees to the terms and conditions contained in this Pool Service Agreement and authorizes You may pay by credit card by providing your information below or we will bill you on the 1st of each month

Card Number _____

Expires _____

Card Billing Address _____

It is understood that this is an ongoing agreement to clean your pool and/or spa on a weekly basis. If at any time you wish to cancel service per section 3 of this Agreement, written and/or email notification to The Poolkeepers is required to the address at the bottom of this form. Restarting the service may incur a onetime cleaning fee to bring the pool back up to The Poolkeepers standards.

Customer Signature Laura N. Prewitt, President

Date 2/11/2020

Customer Phone Numbers 850-460-4440

Email LNPREWITT@GMAIL.COM

The Poolkeepers, P O Box 1028, Santa Rosa Beach, FL 32459 850-865-2018. info@thepoolkeepers.com
www.ThePoolkeepers.com