

POOL SERVICE CONTRACT

March 25, 2016

**PREPARED BY:
HIMBER M. ORELLANA**

Aquavista of PCB Owners Association, Inc





P.O. Box 9612
Panama City Beach, FL 32417
PHONE # (850) 832-9000

AQUAVISTA CONDOMINIUM POOL CONTRACT

This Swimming Pool Service Contract (the "Contract") dated **March 25, 2016**, by and between Field Day Incorporated ("**FDI**") and Aquavista of PCB Owners Association, Inc. ("**Aquavista**") for the heated swimming pool and hot tub located on the property known as:

**17155 Front Beach Road
Panama City Beach, Florida 32413**

1. SERVICES:

The Services are ongoing for a period of 1 full year and shall be completed daily (according to contracted seasons) commencing on **February 22, 2016**. **FDI** will perform the following services seasonally, which are described in detail below:

SPRING/SUMMER SEASON (16 WEEKS – MAY 1st – AUGUST 31st):

Daily Cleaning – Sun. – Sat., 7 days/week

Tasks to be completed on the heated swimming pool and hot tub:

- a. Daily chemical testing will be performed by 1 **FDI** Pool Technician using Taylor testing kits provided and approved by the NSPF (National Swimming Pool Foundation). The following chemicals will be tested: chlorine, free chlorine, pH, alkalinity, calcium hardness and stabilizer.
- b. Daily skimming will be conducted by 1 **FDI** Pool Technician on the heated swimming pool and hot tub. This will be completed using an extendable pole and commercial grade skimmer. Skimming removes any floating debris that is on the pool/spa water surface.
- c. Daily vacuuming will be conducted by 1 **FDI** Pool Technician on the heated swimming pool and hot tub. This will be completed using one 35ft commercial vacuum hose, one commercial vacuum head, and one extendable pole. Vacuuming removes any sand, dirt, or other debris on the pool floor.
- d. Scum line removal will be conducted by 1 **FDI** Pool Technician on the heated swimming pool and hot tub by using a commercial grade scrub brush and biodegradable tile degreaser on an as needed basis. Scum line cleaning removes any dirt, sand, or oil from all tiled surfaces around the pool and hot tub walls.
- e. Brushing will be conducted by 1 **FDI** Pool Technician on the heated swimming pool and hot tub on an as needed basis using an extendable pole with a commercial grade pool brush. Brushing removes any fine particles from the pool/hot tub wall's surface, like dirt or algae.
- f. Backwashing will be conducted by 1 **FDI** Pool Technician on the heated swimming pool and hot tub. During backwashing, all filter pumps will be turned off, during which all filter valves will be set to "backwash" at which point, all debris, waste, and dirt will be directed to the waste line. After this process is complete, the valves will be set to "rinse" for several minutes to ensure all sand inside the filter is properly packed. The valves are then re-set to filter mode.
- g. Chemical balancing will be conducted by 1 **FDI** Pool Technician on the heated swimming pool and hot tub. During this process the necessary amount of chlorine sticks will be added to the chlorinators, and muriatic acid or sodium bicarbonate will be added into the pool to adjust pH and

alkalinity. Calcium chloride will be added to adjust calcium hardness and stabilizer will be added to adjust stabilizer reading.

- h. A daily pool maintenance log that includes all chemical readings, issues, and repairs for the pool and hot tub, and a chemical usage log that includes the chemical usage for each month will be kept by 1 **FDI** Pool Technician. A copy of these logs will be provided at the end of each month to an **Aquavista** management representative as designated by **Aquavista** upon request.

FALL/WINTER SEASON (36 WEEKS – SEPTEMBER 1st – APRIL 30th)

Weekly Cleaning – Mon., Wed., Fri., 3 days/week

Tasks to be completed on the heated swimming pool and hot tub:

- a. Three times weekly chemical testing will be performed by 1 **FDI** Pool Technician using Taylor testing kits provided and approved by the NSPF (National Swimming Pool Foundation). The following chemicals will be tested: chlorine, free chlorine, pH, alkalinity, calcium hardness and stabilizer.
- b. Three times weekly skimming will be conducted by 1 **FDI** Pool Technician on the heated swimming pool and hot tub. This will be completed using an extendable pole and commercial grade skimmer. Skimming removes any floating debris that is on the pool/spa water surface.
- c. Three times weekly vacuuming will be conducted by 1 **FDI** Pool Technician on the heated swimming pool and hot tub. This will be completed using one 35ft commercial vacuum hose, one commercial vacuum head, and one extendable pole. Vacuuming removes any sand, dirt, or other debris on the pool floor.
- d. Scum line removal will be conducted by 1 **FDI** Pool Technician on the heated swimming pool and hot tub by using a commercial grade scrub brush and biodegradable tile degreaser on an as needed basis. Scum line cleaning removes any dirt, sand, or oil from all tiled surfaces around the pool and hot tub walls.
- e. Brushing will be conducted by 1 **FDI** Pool Technician on the heated swimming pool and hot tub on an as needed basis using an extendable pole with a commercial grade pool brush. Brushing removes any fine particles from the pool/hot tub wall's surface, like dirt or algae.
- f. Backwashing will be conducted by 1 **FDI** Pool Technician on the heated swimming pool and hot tub. During backwashing, all filter pumps will be turned off, during which all filter valves will be set to "backwash" at which point, all debris, waste, and dirt will be directed to the waste line. After this process is complete, the valves will be set to "rinse" for several minutes to ensure all sand inside the filter is properly packed. The valves are then re-set to filter mode.
- g. Chemical balancing will be conducted by 1 **FDI** Pool Technician on the heated swimming pool and hot tub. During this process the necessary amount of chlorine sticks will be added to the chlorinators, and muriatic acid or sodium bicarbonate will be added into the pool to adjust pH and alkalinity. Calcium chloride will be added to adjust calcium hardness and stabilizer will be added to adjust stabilizer reading.
- h. A three times weekly pool maintenance log that includes all chemical readings, issues, and repairs for the pool and hot tub, and a chemical usage log that includes the chemical usage for each month will be kept by 1 **FDI** Pool Technician. A copy of these logs will be provided at the end of each month to an **Aquavista** management representative as designated by **Aquavista** upon request.

2. EQUIPMENT & SUPPLIES:

Aquavista shall provide the following equipment for use by **FDI** when performing the Services:
None.

FDI will provide the following cleaning equipment needed to provide the Services listed herein. This equipment will remain on the property of **Aquavista** in the designated filter room. This equipment will be purchased by **FDI** and remain the property of **FDI** at all times and will be returned to **FDI** should the contract end. The following is a list of the equipment **FDI** will provide during its contractual time with **Aquavista**:

<u>Equipment Description</u>	<u>Quantity</u>
Commercial grade hose – 35 ft	1
Commercial grade vacuum head	1
Commercial grade skimmer net	1
Commercial grade brush	1
Extendable Poles – 8ft – 12ft	1
Industrial Scrub Brush	1
Taylor Test Kit	1

3. STAFFING REGULATION:

All **FDI** employees will be CPO (Certified Pool Operator) certified by the NSPA (National Swimming Pool Association) and be fully trained with **Aquavista** filter system. All employees will follow **FDI** dress code before entering **Aquavista's** property. **FDI** dress code includes:

- **FDI** shirt
- Cargo shorts (summer), Cargo Pants (winter)
- White athletic shoes with white socks or strapped sandals (No flip-flops)
- **FDI** hat
- No visual body piercing (only earrings on women)
- Groomed facial hair
- Minimal visible tattoos on body, arms, and legs
- Minimal jewelry

4. GENERAL PROVISIONS:

- a. All work shall be completed in a proper and professional manner, and if applicable, in compliance with all building codes and/or other applicable laws.
- b. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.
- c. **FDI** warrants that it is adequately insured for injury to its employees and others incurring loss or injury as a result of the negligent acts of **FDI** or its employees.
- d. **FDI** shall not be liable for any delay due to circumstances beyond its control, e.g. natural disasters or third party issues/concerns.
- e. Upon notification of defecation, vomiting, or severe bleeding entering a body of water, **FDI** or **Aquavista** will be required to shut down the pool/hot tub for the required length of time set by the

State of Florida health department. The length of time the pool/hot tub is required to be shut down is dependent upon the severity of the accident.

- f. In the event **Aquavista** fails to pay any periodic or installment payment due hereunder, **FDI** may immediately cease work without breach pending payment or resolution of dispute.
- g. **FDI** is an independent contractor and not an employee or agent of Owner.

5. PAYMENT:

Aquavista shall pay **FDI** for the said "Services" as defined in Section 1, Labor and Chemicals provided as stated herein the sum of:

Spring/Summer Season: One Thousand Two Hundred Sixty Dollars and zero Cents (\$1,260.00).

Fall/Winter Season: Six Hundred Dollars and Zero Cents (\$600.00).

Said payments shall be made by **Aquavista** to "**Field Day Inc.**" fifteen days after receiving invoice for each and every month in the form of official business check, official bank check, certified check, credit card or money order. Mailed payments should be sent to:

Field Day Inc.
PO Box 9612
Panama City Beach, FL 32417

Cancellation Policy: This is a non-binding contract however a thirty (30) day cancellation policy is required should either parties decide to terminate the Contract. Should **Aquavista** fail to provide the required time for termination, **FDI** will charge **Aquavista** fifty percent (50%) of daily cost for days remaining or equaling to thirty days. (Example: if a 20 day notice is given, **FDI** will complete 20 days of service and **Aquavista** 50% of each days times 10 (for the 10 days remaining).

6. OTHER EXPENSES:

Regarding additional pool/hot tub maintenance or repair services, **Aquavista** shall reimburse **FDI** for any expenses not covered within the **Services** description. **FDI** must obtain written or verbal approval by **Aquavista** prior to services being performed. In addition to reimbursement of materials, a labor cost of **\$65.00** per man-hour will be assessed for any repairs that are made outside of the normal contracted services hereby listed above. Please note some repairs may require subcontracting with a pool construction company, which must be approved by **Aquavista**. **FDI** will submit these additional costs with its total invoice for the completed project/repair.

FDI will also request **Aquavista** to provide a reserve of several parts and materials specific to **FDI's** pool equipment in order to shorten repair time in case of a piece of equipment malfunctioning and it needs to be repaired and replaced immediately. These parts may include: filter motors (2.5 hp or below), heater parts, filtration controller parts, and swimming pool light bulbs. A detailed list will be submitted to **Aquavista** for approval upon acceptance of the contract. This will eliminate the shipping time of having a part specific only to **Aquavista's** equipment shipped from a distributor. **FDI** will maintain these materials for minor repairs; however, any unique part for the **Aquavista** pool or hot tub may need to be special ordered and shipped to **FDI**.

7. NATURAL DISASTER CLAUSE:

Should the federal, state, or local government request a mandatory hurricane evacuation (or should other natural disasters strike), then the heated swimming pool and hot tub will be closed down and key elements of the filter room will be removed and placed in a higher elevation approved by the **Aquavista** Maintenance Department. These elements may include but are not limited to: filter motors, heaters and any other electronic components. Once the plumbing has been isolated, **FDI** will notify **Aquavista** that the heated swimming pool and hot tub have been closed to guest access, using hazard cones and tape, and that **Aquavista** should not let anyone enter the heated swimming pool and hot tub areas.

Post natural disaster procedures:

In the event of a natural disaster, **FDI** shall perform any pool maintenance work to insure a prompt recovery to regular services and usage. These duties may require additional hours from **FDI** employees (aside regular contract hours), as well as, pool construction subcontracting. A cost of **\$75.00** per hour, per **FDI** employee will be added to the monthly labor invoice. Any additional costs or labor other than **FDI** labor will be discussed and approved by **Aquavista** prior to said service being preformed. Should the heated swimming pool and hot tub have interior damage, the heated swimming pool and hot tub must be shut down until they are properly repaired and inspected. **FDI** will also re-install all equipment and materials that were removed prior to the natural disaster.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first written above.

OWNER:

Aquavista of PCB Owners Association, Inc.

By: 
Gene Christian
President
Title.

CONTRACTOR:

Field Day, Inc.

By: _____
Himber M. Orellana
President.