



INTEGRITY SERVICES

990 Peachtree Industrial Blvd.
Suite 3951, Suwanee, GA. 30024

"2019 Pool Maintenance Agreement"

This AGREEMENT for Pool Maintenance services between the Wynfield HOA (hereafter referred to as "Client" and/or "Customer") and Integrity Services (hereafter referred to as "Contractor" and/or "Company") is made and entered into on the following date: May 31st, 2019.

The pool stated in this agreement is found at the following location:

Address: 6805 Wynfield Way

City: Alpharetta, State: Georgia Zip: 30040

The Client would like to have the above mentioned pool maintained on a regular basis, per the provisions of this agreement, for the 2019 swim season.

1. **OPENING DATE:** This agreement, when executed by both parties hereto, shall become effective on the date both parties sign the contract, for the upcoming swim season. This agreement may be renewed on a year-to-year basis thereafter if agreed in writing by both parties. The first day for this agreement will be June 1st, 2019 and the last day of the swim season, unless extended under the terms of this agreement, shall be September 15th, 2019.
2. **OPENING:** Company will prepare pool for opening and make "ready to swim" by accomplishing the following: Non-Applicable ... (Pool is already open for the season).
3. **WATER CHEMISTRY:** Chemical testing will be performed on all days in which the pool is serviced by company during the swim season, and test results will be recorded in a log on sight. The water chemistry will be maintained in

accordance with applicable local health regulation, if any such regulations exist. In the absence of applicable health regulation, Company shall inject all necessary chemicals to establish proper levels for:

- a. FREE & COMBINED CHLORINE
 - b. pH
 - c. TOTAL ALKALINITY
 - d. CALCIUM
 - e. CYANURIC ACID
4. ACCESS: The Client will permit and maintain free access to the pool site and all locks that are directly associated with the pools and the pool equipment. The Company shall release keys to only authorized personnel. All keys shall be returned to Client upon termination of this Agreement.
5. EQUIPMENT AND SUPPLIES: Company shall provide the following at no cost to Client:
- a. All chemicals to properly maintain the water chemistry to the above guidelines, i.e. chlorine, salt, pH adjuster, total alkalinity increasers, calcium and cyanuric acid and green algae algaecide.
 - b. Daily log sheets and binder for chemical test readings.
6. SERVICE VISITS – June 1st – Sept. 15th.

Service visits will be three times weekly.

Each visit will include the following:

- a. Removal of debris in the pool.
- b. Inspect filter system for proper operation and to backwash as needed.
- c. Inspect pump strainer basket and clean as necessary.
- d. Make manual adjustments to pool valve controls as needed.
- e. Clean all skimmer baskets.
- f. Check water level in pool and adjust as needed.
- g. Test water chemistry and make proper adjustment as needed.
- h. Vacuum pool
- i. Clean waterline as needed.
- j. Straighten deck furniture and pickup & discard any loose trash on deck.

7. CLOSING: Unless otherwise agreed to in writing by the parties, the pool will be closed to all swimmers, per Item #1, from and after the end of swimming hours on September 15th, 2019. After closing, Company will follow the closing procedures as follows:
 - a. The Company will drain all pool system lines in pump room, filter and hair and lint strainer agreed upon with Client.
 - b. Store Client's deck furniture in an on-site location approved by Client.
 - c. Balance pool chemicals for off season.
 - d. Drain chemical feed pump lines and winterize.
 - e. Adjust all valves to appropriate settings.
 - f. Remove and store any other equipment in an on-site location approved by Client.

8. REPAIR WORK: The Company shall perform repairs to the pool & equipment upon authorization by Client.
 - a. The Company will advise the Client with regard to any repairs prior to any work being performed. Such work shall be performed only upon approval by Client.

 - b. The Client has the right to seek an outside contractor for any and all repair work, or it may authorize Company to perform such repair work, or it may authorize Company to subcontract out such repair work.

9. INSURANCE

The Company shall maintain liability insurance coverage during the term of this Agreement, as set forth below:

Company, for itself, its agents and employees, shall, at all times during the term of this Agreement, maintain a general liability insurance policy with a minimum single occurrence limit of at least One Million Dollars (\$1,000,000) covering injury and damage to both persons and property.

Client represents that it shall maintain and keep in full force and effect during the term of this Agreement its existing liability insurance policy. Client agrees to and does hereby indemnify Company, its shareholders, directors, officers, employees and agents, from and against lost, cost, damage or expense incurred by any of them which in any way relates to or arises from any claim for bodily injury or property damage, up to the limits of client's insurance coverage; provided, however, that Client shall have no obligation to indemnify Company for any claims

resulting solely from the negligence or willful misconduct of the company, its employees or agents.

Company and Client each agree to supply certificates of insurance to the other (prior to pool opening) verifying the prior mentioned insurance coverages, and to periodically supply new or updated certificates as and when necessary to show the continuation, renewal or replacement of such insurance overages.

10. BIENNIAL FACILITY EVALUATIONS. Each year of this agreement Company will perform a pre-season and post-season evaluation (inspection) of the facility. The Company will report all items of disrepair or concern as discovered on these inspections. Those items will be documented and sent via email to the board or contact person for further review and consideration.

11. PAYMENT SCHEDULE. Subject to the terms and conditions herein contained, the company will perform the duties and services set forth in this Agreement for the base price of \$ 4,400.00. Payments to the Company by the Client shall be made as follows:

On or before June 1 st , 2019	\$ 1,255.00
On or before July 1 st , 2019	\$ 1,255.00
On or before August 1 st , 2019	\$ 1,255.00
On or before September 1 st , 2019	\$ 635.00

The above 2019 schedule of payments is divided into 4 payments of varying size for the convenience of the client. The sum of these payments represents the cost of the summer swim season.

- 4% fee shall be incurred for payments received 5 days or more after due date.

12. EMERGENCY VISITS: Emergency visits requested by the client will be billed \$75.00 for the first hour and \$50 per hour afterward. Any chemicals or parts needed for emergency services will be invoiced to customer.

13.EXTENSION OF SWIM SEASON: Should client wish to keep pool open past closing date as stated in Sections 1 and 3, cost will be \$100 per visit as requested or deemed necessary by client. Normal chemicals are included. (Per Section 3 and Section 5-a.).

14.TERMINATION: Client and Company shall both have the right to terminate this Agreement upon 30 days written notice. Client must send notice of termination via U.S. Certified Mail to Integrity Services, 990 Peachtree Industrial Blvd. Suite 3951, Suwanee, GA. 30024.

15.MISCELLANEOUS:

Neither party shall assign its rights under this Agreement without the prior written consent of the other.

All work performed hereunder by company shall be as an independent contractor. It is understood that Company is not considered to be an employee of the Client.

16.ORAL STATEMENTS – MODIFICATIONS: This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended, supplemented or modified only by writing and signed by both parties.

17.LITIGATION: If either party files suit to resolve a dispute regarding payment of any sums under this Agreement, it shall be filed and tried in the Contactor's local jurisdiction. The prevailing party shall be entitled to all costs incurred by such party, including reasonable attorney's fees actually incurred.

18.GOVERNING LAW: This Agreement shall be governed by the laws of the State of Georgia.

THIS SPACE INTENTIONALLY LEFT BLANK

19. SIGNATURES AND AUTHORIZATION:

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by duly authorized officers as of the _____ day of _____, 2019.

Integrity Services Wynfield Homeowners Assoc.
Customer / Association

By: _____ By: _____

(Authorized Signature)

Date: _____ Date: _____

For communication purposes please list preferred contact information below:

Name: _____ Name: _____

Title/HOA: _____ Title/HOA: _____

Phone: _____ Phone: _____

E-mail: _____ E-mail: _____

Name: _____ Name: _____

Title/HOA: _____ Title/HOA: _____

Phone: _____ Phone: _____

E-mail: _____ E-mail: _____