

SUPERIOR POOL SERVICE INC. MAINTENANCE AGREEMENT

Superior Pool Service, Inc. (hereinafter called the COMPANY) agrees to service **ONE SWIMMING POOL** located at **3101 SE LEXINGTON LAKES DR. STUART, FL 34994** for **THE LEXINGTON LAKES CONDO ASSOC. INC.** (hereinafter called the CLIENT) who agrees to pay a monthly service charge in the amount of **\$380.00** for services described in this agreement between the COMPANY and the CLIENT.

A qualified **COMPANY** pool technician will make **TWO WEEKLY VISITS TO THE POOL** except when a regular service day Falls on a legal holiday and weather permitting to perform The services described below. Should a regular service day fall on a legal holiday, service will resume on your next scheduled service day.

1. Test water each visit for Chlorine residual, pH and total alkalinity.
2. Test water monthly for calcium hardness and cyanuric acid (stabilizer).
3. Vacuum and/or brush interior floor and walls each visit
4. Clean interior tiles each visit
5. Skim water surface to remove floating debris each visit
6. Clean pump strainer basket(s) each visit
7. Backwash or clean filter system as needed.
8. Provide all chemicals needed for normal maintenance.

Services herein agreed upon will be performed under normal conditions. Cases of exceptional weather or other acts of God will result in additional cleaning expenses. These additional charges shall be the responsibility of the CLIENT. Should the pool or spa be closed for repair or renovation for a period of 14 days or less, the CLIENT is responsible for the full monthly service charge.

The COMPANY assumes NO liability with respect to the status of the CLIENTS pool and equipment in the event of exceptional weather or other acts of God, vandalism or pilferage. The COMPANY assumes NO liability for shading, staining, degree of noothness, roughness, slipperiness and/or deterioration of the pool and/or spa surfaces. The Company assumes no responsibility for maintenance of the deck area, walkway surrounding the pool and/or spa nor the sanitary facilities.

The CLIENT agrees to keep piping, motors, pumps, filters, electrical, interior finishes and surrounding areas in good repair and in safe condition as well as in accordance with Health Department Code and Regulation. In the event the COMPANY determines


an unsafe condition exists, the COMPANY may immediately discontinue service until such time as the condition is remedied. The COMPANY assumes no responsibility for any circumstance that develops as a result of said suspension of service.

The COMPANY is not the Pool Operator. The Pool Operator is the property owner(s) and/or their authorized representative(s). The CLIENT is solely responsible for compliance with Florida Code 64E-9, Public Pools and Bathing Places rules and regulations.

The CLIENT agrees to remit monthly payments to the COMPANY, due and payable by the 25th of each and every month. The COMPANY has the right to terminate services on the 10th day of the following month in the event the CLIENTS account is not Paid in full. The COMPANY is not responsible for circumstances that develop as a result of said termination of services. The CLIENT agrees to pay all costs incurred by the COMPANY in enforcing this Agreement, including reasonable attorney fees.

This agreement shall be for a period effective on **01/01/18 THRU 12/31/18** The COMPANY may assign this Agreement without further obligations to the CLIENT. The COMPANY and/or the CLIENT may cancel this agreement with 30 day advanced written notice and delivered by Certified Mail Service unless otherwise mutually agreed upon in writing between the COMPANY and the CLIENT.

Acknowledged, accepted and executed this 19th day of August, 2017
By  Terry P. Veatch, President.
SUPERIOR POOL SERVICE, INC.

Acknowledged, accepted and executed this 8th day of August, 2017.
By  Printed name Timothy R. Haas, an authorized representative
OF THE LEXINGTON LAKES CONDO ASSOC. INC.