



This Agreement, dated _____, 2022 is made between McKinley Mill Pool Homeowner's Association (the "customer") and Faith Services, Inc. dba - Covenant Pool Care (the "contractor") to provide certain maintenance and cleaning services (the "services") to Customer's Swimming Pool Facility located at 3508 Pritchard Court, Raleigh, NC 27616 (the "pool"). This Agreement, when executed by both parties hereto, shall govern Services rendered by the Contractor from February 1, 2022 to January 31, 2023.

1. SUMMER SERVICE SCHEDULE. Contractor agrees to provide the following services from May 14, 2022 through September 11, 2022 (the "summer season"). The Pool will be open for swimming from 10:00 a.m. to 9:00 pm. daily. The pool closes on September 12, 2022 and the pool winterization begins.

- A Perform one (1) chemical check for the pool water daily.
- B Maintain a chemical check log for inspection by the Customer of Health Department at any time.
- C Make any chemical adjustments necessary to maintain proper chemical levels daily.
- D Check skimmers daily for proper operation.
- E Maintain pool, chemical and filtration room, patio, furniture, bathroom and all safety equipment in a safe, neat and clean manner.
- F Clean bathroom facilities daily, to include removal of trash and re-stock paper products.
- G Back wash the Pool filtration system daily at 25 to 30 psi.
- H Vacuum the Pool and clean the tile as needed.
- I Collect trash from receptacles and place at the curb weekly per City of Raleigh collection schedule.
- J Inspect the Pool, filtration system and chemical feeders weekly for proper operation.
- K Order and stock pool chemicals, bathroom supplies and extra cleaning materials.
- L Represent the Customer in maintaining a Swimming Pool Operation Permit from the Wake County Health Department, including all meetings with the inspector.

2. OFF SEASON SERVICE SCHEDULE. Contractor agrees to provide the following

Services during all times other than the “summer season” as defined in article one above.

- A Store furniture and other equipment, empty and clean trash receptacles, winterize plumbing and other systems at the end of the Summer Season. Install pool cover.
3. OPENING SERVICE SCHEDULE. Contractor agrees to make the pool “ready to swim” for the Summer Season by completing the following Services by May 10, 2022 and the pool ready to open May 14, 2022.
- A Drain and Pressure Washing of Pool(s) if needed and remove cover (extra charge for these services).
 - B Represent the Customer in obtaining a Swimming Pool Operation Permit from the Wake County Health Department, including all meetings with the inspector.
 - C Re-assemble and setup pool furniture – (If cleaning of furniture is requested, Additional charges will apply).
 - D Clean and inspect bathroom facilities.
 - E Order and restock bathroom supplies including toilet paper, paper towels and soap.
 - F Clean, inspect and re-stock all safety equipment and first aid kits.
 - G Brush and vacuum Pool and clean Pool tiles.
 - H Clean walkways and patios.(blow off)
 - I Inspect, order and re-stock all necessary water treatment chemicals to establish and maintain water treatment levels within Wake County Health Department requirements.
 - J Inspect, order and re-stock chemical test kits, water testing materials
 - K Perform routine maintenance work to the Pool filtration system and Pool as required.
4. CHEMICALS, EQUIPMENTS AND SUPPLIES. Contractor shall order and stock chemicals and paper supplies to maintain the Pool within the scope of this Agreement at the sole expense of the Customer. The chemicals will be billed within 30 days of use. There may be additional charges for chemicals that are required outside of the daily operation of the pool, including clarifier, phosphate or algae treatments. Contractor shall submit an itemized request for reimbursement to the Customer’s Management Company within ten (10) days of receipt of any equipment, supplies, or extra chemicals required. Contractor shall use all reasonable efforts to minimize expenses by purchasing equipment and supplies at competitive market prices.
5. TAXES, PERMITS, UTILITIES. Customer agrees to furnish electricity, water, trash collection services and a telephone to the Pool at its sole cost. Permits, taxes and other governmental fees are the sole responsibility of the Customer.
6. REPAIR AND NON-ROUTINE MAINTENANCE. In the event that filtration equipment repair or other non-routine maintenance is required of the Pool or its associated facilities, Contractor shall immediately notify the Customer’s Management

Company. Contractor shall provide an itemized scope of work, including cost estimates for repair parts and labor to the Customer for approval and authorization to proceed prior to ordering parts or performing the repair or non-routine maintenance.

7. SERVICE FEE AND PAYMENTS. Customer shall pay Contractor a monthly Service Fee of eight hundred eighty-five (\$885) dollars per month beginning February 1, 2022 through January 31, 2022. The monthly fee will be billed at end of the month with terms of net 30. In the event that the summer season is begins prior to May 14, 2022 or is extended beyond September 11, 2022, the customer agrees to pay a daily rate of \$70.00 for continued CPO service of the swimming pool. In case of a contamination in the Pool the Customer will be charged \$100.00 per accident for additional chemical additions and required cleaning. Additional reasonable charges for cleanup required as the result of vandalism, and approved by the Customer, shall be paid by the Customer to the Contractor. Any vandalism shall be reported to the Owner's designated representative immediately upon discovery.
8. SUBCONTRACTORS. Services performed by Contractor's sub-contractors shall be of good quality, free from faults and defects. Contractor shall be responsible for all acts and omissions of its sub-contractors and of persons and organizations directly or indirectly employed by them. Nothing in this Agreement shall create any contractual relationship between the Customer and any sub-contractor, or any obligation on the part of the Customer to pay or to see the payment of any monies due any subcontractor.
9. DISPUTE RESOLUTION. In the event that any dispute shall arise in connection with this Agreement, the parties agree to use best efforts to resolve the issue informally, by submitting written notice to the other party containing a summary of the disputed issue. Each party shall designate a knowledgeable, responsible representative to meet and negotiate in good faith in an attempt to resolve the issue. In the event the parties are unable to agree to a resolution of the issue through the informal process set forth above then the dispute shall be settled by binding arbitration according to the rules of the American Arbitration Association. The arbitration shall be held in Wake County, North Carolina. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereto. The fee, if any, of the arbitrators, shall be shared equally by both parties. Refusal of one party to arbitrate shall entitle the remaining party to specifically enforce this Agreement in a court of law or equity, and to receive costs of suit, including, reasonable attorney's fees. Nothing herein shall preclude, however, the availability of injunctive or other equitable relief in an appropriate case, and each party agrees that the other shall be entitled as a matter of right to seek and obtain an injunction from any court of competent jurisdiction, restraining any further violation or threatened violation of any restriction of Agreement contained herein for which monetary damages are not an adequate remedy.

10. INDEMNITY. Contractor shall hold harmless, defend and indemnify the Customer, its members, officers, management company, representatives, and agents, (collectively, the "Indemnities" and singly, an "indemnity") from and against all suits or actions claims, liens, demands, damages, settlements, penalties, fines and costs and expenses of every kind and description, including reasonable attorney's fees, costs and expenses of litigation or arbitration to which any or all of the Indemnities may be subjected or put by reason of or arising out of or related to bodily injury, sickness, disease or death or injury to or destruction of tangible property, resulting from negligence or carelessness or improper methods of operation on the part of Contractor or any of its employees, servants, agents, representatives and sub-contractors in the performance of Services.

11. INSURANCE. Contractor shall obtain and maintain, at its own cost and expense, and Contractor shall cause all its subcontractors who perform any or all the work to obtain and maintain, the following insurance in full force and effect during the term of this agreement:

A) Commercial general liability insurance providing coverage for operations and for contractual liability with respect to liability assumed by Contractor hereunder. The limits of coverage for such insurance shall not be less than \$1,000,000/1,000,000 for bodily injury and \$1,000,000 for property damage.

B) Comprehensive automobile liability insurance covering the use and maintenance of owned, non-owned hired and rented vehicles with limits of coverage of not less than a combined single limit of \$1,000,000 or not less than \$50,000 per person and 1,000,000 per occurrence for bodily injury and not less than \$50,000 per Occurrence for property damage.

C) Worker's Compensation insurance with statutory limits of coverage.

Contractor shall arrange for its insurer to submit certificates evidencing such insurance to customer. Each insurance policy shall state by endorsement that such policy will not be canceled or materially changed without at least thirty (30) days prior written notice to customer, and will immediately notify customer of any reduction or possible reduction in the limits of any such policy were such reduction, when added to any previous reductions, would reduce coverage below the required limits.

Waiver of Subrogation: Customer and contractor waive all rights against each other and any of their respective consultants, and subcontractors, agents and employees, for damages caused by perils to the extent covered by the proceeds of the insurance provided herein, except such rights as they may have to the insurance proceeds. Contractor's insurance policies shall provide such waivers of subrogation by endorsement or otherwise.

12. **TERMINATION.** Either Party may terminate this agreement with thirty days(30) written Notice.

13. **MISCELLANEOUS**

- a. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement of the parties and shall not be amended or modified without specific written provision to that effect signed by both parties. No oral statement of any person whomsoever shall modify the terms of this Agreement.
- b. **SEVERABILITY.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be constructed in all respects as if such invalid or unenforceable provisions were omitted.
- c. **CHOICE OF LAW.** It is understood and agreed that this Agreement and all of the rights and obligations of the parties hereunder shall be governed by the laws of the State of North Carolina.
- d. **WAIVER.** No provisions of this Agreement shall be deemed waived, amended or modified by either party ,unless such waiver, amendment or modification is in writing and signed by the party against whom it is sought to enforce the waiver, amendment or modification. Delay in the enforcement by either party of any term or condition hereof or in the exercise of any right hereunder shall not be constructed as a waiver.
- e. **ASSIGNMENT.** Any assignment of this Agreement ,in whole or in part, or any other interest hereunder by Contractor without Customer’s written consent shall be void.
- f. **LANGUAGE.** The headings or articles and paragraphs are for convenience only and shall not modify the rights and obligations of the parties.

14. **EMERGENCY CONTACT.** In the event of an emergency, the Customer can contact The Contractor via cell phone at 919-225-7577.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Execution Date.

CONTRACTOR

CUSTOMER

By: _____

By: _____

Name: Tracy Ellis

Name: _____

Title: Owner

Title: _____



The following contract is for the staffing of attendants at McKinley Mill Pool for the summer season, dated May 15, 2021 through September 6, 2021. The attendants will be scheduled for 1057 hours. The attendants will be on site according to the following dates and hours:

May 15-May 22	Mon-Thur	4:00pm-8:00pm
	Friday	4:00pm-9:00pm
	Sat	10:00am-9:00pm
	Sun	12:00am-8:00pm

May 23-June 9	Mon-Fri	4:00pm-9:00pm
	Sat	10:00am-9:00pm
	Sun	12:00am-8:00pm

Memorial Day-10:00am-8:00pm

June 10-Aug 23	Mon-Fri	4:00pm-9:00pm
	Sat	10:00am-9:00pm
	Sun	12:00am-8:00pm

Holidays 10:00am-9:00pm

Aug 24-Sept 6	Mon-Fri	4:00pm-8:00pm
	Sat	10:00am-9:00pm
	Sun	12:00am-8:00pm

Labor Day 10:00am-6:00pm

In the event that an attendant misses a scheduled day, leaves early due to personal reasons, or the pool is closed due to inclement weather, the HOA will receive a credit for those hours on the next months billing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Execution Date.

CONTRACTOR

CUSTOMER

By: _____

By: _____

Name: Tracy Ellis

Name: _____

Title: Owner

Title: _____