

## Triangle Aquatics, LLC

### Service Agreement

#### **Suncrest Village 2022**

This service agreement ("Agreement"), dated December 10<sup>th</sup> 2022 between Triangle Aquatics, LLC, (the "Company") located at 10030 Green Level Church Rd Suite 802-112, Cary, NC 27519 and Suncrest Village HOA (the "Customer"), outlines the services provided to the Customer by Company at Suncrest Village Community Pool, (the "Facility") located at 3152 Suncrest Village Dr. Raleigh, NC 27616 in accordance with the specifications, terms and conditions set forth herein.

The term of this agreement shall be January 1<sup>st</sup>, 2022 through December 31<sup>st</sup>, 2022 unless otherwise specified herein.

<u>Section 1.0.</u> Access to <u>Utilities and Equipment</u>: Customer shall provide to Company free access to the Facility and one (1) set of keys to open any and all locks required to operate the Facility. Company shall safeguard keys and return to Customer in the event this Agreement terminates.

**Section 1.1.** Customer agrees to furnish Company without cost the following utilities and equipment:

- (i) Water
- (ii) Electricity
- (iii) 110 volt electrical outlet in pump room
- (iv) Garbage pick-up
- (v) Telephone accessible to Company's Staff at Facility. The Facility will only be open when the telephone is operational

**Section 2.0. Facility Opening:** Company agrees to prepare the Facility to open for swimming by completing the services, where applicable, outlined in **Appendix A**. The Facility shall be free of algae and reasonably clean prior to the Company taking over responsibility for the Facility.

**Section 3.0. Facility Operation:** Company agrees to furnish a certified pool operator and other personnel ("Staff") as required to operate the Facility as outlined in **Appendix B**.

Section 4.0. Facility Closing: The Facility will close to all swimmers as stated in Appendix B.

**Section 4.1**. The Company will complete the following services after the Facility closes, as required:

- (i) Final cleaning of Facility
- (ii) Provide all chemicals
- (iii) Clean hair / lint strainer(s)
- (iv) Backwash filters
- (v) Maintain proper water level
- (vi) Clear deck of debris and deck furniture for storage

<u>Section 5.0.</u> Services Performed: All Staff who work at Facility shall be employees of the Company. Company will be responsible for paying wages, Social Security withholdings, Unemployment Insurance and Workmen's Compensation.

**Section 5.1.** Company further agrees to provide the following duties and services during Normal hours of operation:

- 1. Check and Adjust water chemistry twice daily in accordance with County Regulations
- 2. Facility and components will be inspected daily by certified personnel.
- 3. Record chemical readings, flow meter readings and pressure gauge readings.
- 4. Vacuum pool once per week, or more often as needed.
- 5. Backwash filter system & clean strainer pots once per week, or as needed.
- 6. Super-Chlorinate pool once per week, or as needed.
- 7. Clean waterline tile around pool edge once per week, or as needed.
- 8. Empty trash & replace can liners on deck as needed. Trash will be taken to curb for city pickup once per week.
- 9. Straighten deck furniture (and adjust umbrellas as necessary) daily.
- 10. Clean and Supply restrooms daily.

**Section 5.2.** Company will invest substantial resources to train and convey information concerning operational techniques and management procedures to its Staff at Customer's facility. Customer acknowledges that such information and investment in Staff is a valuable asset of Company's business. Customer agrees not to hire or consult (without the prior written consent of Company) any Staff or former Staff of the Company for a period of one year from the date of expiration or cancellation of this Agreement.

**Section 5.3.** Company recommends that supervision by certified Staff be required for any use of the Facility. Customer agrees to indemnify and hold Company harmless for any claims arising from the use of the Facility.

**Section 5.4.** The Customer agrees that additional reasonable charges for cleanup required by Staff as the result of vandalism shall be paid by the Customer to the Company.

**Section 5.5.** At the request of the Customer, the Company will maintain the Facility and provide all necessary services to allow swimming after the scheduled closing date. The Customer will notify Company on or before August 20th concerning post-Closing Day openings. The cost for post-Closing Day operation will be \$135.00 for each day (including days the Facility is closed) from Closing Day through the final day the Facility is open for swimming. At the request of the Customer, the Company will maintain the Facility and provide all necessary services to allow swimming before the scheduled opening date. The Customer will notify Company with no less than thirty (30) days notice to the updated opening date. The cost for pre-Opening Day operation will be \$135.00 for each day (including days the Facility is closed) from the updated Opening date through the Original Opening date specified herein.

- **Section 5.6.** The Company will provide Staff for special events and after-hours parties at the request of the Customer as outlined in **Appendix C.**
- **Section 5.7.** Customer agrees and acknowledges that it is Customer's responsibility and duty to operate Customer's Facility within the established minimum safety standards. The National Spa and Pool Institute "Minimum Standards for Public Pools," the National Electric Code, and any and all local health and building codes shall be used as minimum standards for safety herein. The NSPI "Minimum Standards for Public Pools" may be obtained from NSPI, 2111 Eisenhower Avenue, Alexandria, VA 22314; the National Electric Code is available from the National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02169; and local health codes are available from the county environmental health department.
- **Section 5.8.** The Company may bring the Customer's Facility into compliance with minimum standards in the following areas:
  - (i) Tile depth markings at water line and safety warnings on pool deck
  - (ii) Safety equipment: ring buoy(s), shepherd's hook(s), first aid kit, safety rope
  - (iii) GFI circuit breakers for underwater pool lights
  - (iv) Continuity Testing of swimming pool area, pump house, club house, etc. by means of an Equipotential Bonding Evaluation.
- **Section 5.9.** Payment for work and equipment to bring Customer's Facility within minimum standards on the above items shall be the responsibility of the Customer. Company shall have the right to cancel this Agreement if Customer elects not to have Facility brought up to minimum standards as defined above.
- <u>Section 6.0. Water Quality:</u> Company and its agents will be responsible for maintaining the condition of the pool water within the tolerances of the American Public Health Association and the local health department while Facility is open to swimmers.
- **Section 6.1.** At no time will the water chemistry cause a failure of permission to operate the Facility granted by local health departments. In the event the local health department revokes permission to operate the Facility due to poor water quality, Customer shall be entitled to a partial refund of the contract price set forth herein computed by totaling the number of days closed times the average daily portion of the contract price (total price divided by number of days Facility is to be in operation as determined by this Agreement).
- **Section 6.2.** If, in the discretion of the Company, it is determined that the water quality is insufficient to properly operate the Facility, the Company shall have the right to close the Facility for such period of time as shall be necessary to correct the water quality. Any such closing shall entitle Customer to a refund in accordance with the formula stated above.
- **Section 6.3.** All of the foregoing notwithstanding, the Company shall be excused from maintaining water quality as established herein and the Customer shall be entitled to no refund in the event that any Act of God, equipment failure, interference by Customer, repairs together with any and all other reasons beyond the control of Company causes the quality of water to fluctuate outside of the allowed tolerances.
- **Section 6.4.** Company will be responsible for any fees or fines from the local Health Department as a result of issues related to negligence by the Company if the Facility closes, unless the Customer is at fault.

**Section 6.5.** Any work performed by Company shall be subject to the conditions outlined in the Repair Work section of this Agreement.

#### Section 7.0. Chemicals & Supplies:

**Section 7.1.** Company agrees to provide all chemicals at its expense to maintain safe and clean pool water throughout the summer including chlorine, pH adjustment chemicals, calcium chloride, sodium bicarbonate, chlorine stabilizer and diatomaceous earth. If additional chemicals or labor are required to maintain or correct pool water chemistry due to a failure or breakdown of Customer's equipment or loss of water due to defect in Customer's pool or recirculation system, Customer agrees to pay as an additional charge, the reasonable expense of all said chemicals and/or labor to return pool water to a safe and clean level.

**Section 7.2**. Company agrees to provide the following janitorial supplies at its expense to maintain a clean Facility:

- (i) Hand soap
- (ii) Restroom disinfectant
- (iii) Paper towels
- (iv) Toilet tissue
- (v) Trash can liners
- (vi) Sponges
- (vii) Tile scrub pads
- (viii) Tile cleaner

**Section 7.3.** Customer agrees to provide the following supplies and equipment at its expense to maintain a clean Facility:

- (i) Mops
- (ii) Brooms
- (iii) Dustpans
- (iv) Water hoses
- (v) Spray nozzles
- (vi) Pool vacuum heads
- (vii) Pool vacuum hoses
- (viii) Pool brushes
- (ix) Leaf nets/skimmers
- (x) Ring buoys
- (xi) Shepherd hooks
- (xii) Light bulbs
- (xiii) Signage as required by local health regulations
- (xiv) Trash receptacles
- (xv) "Taylor" water test kit (replaced seasonally)
- (xvi) Test kit reagents
- (xvii) Life line
- (xviii) First aid kit (replaced seasonally)
- (xix) Blood born pathogen clean-up kit
- (xx) Rescue tubes
- (xxi) Chemical feeders

- <u>Section 8.0. Aquatic Programming & Instruction:</u> At the Customer's request, the Company will provide aquatic classes and lessons for Customer's members at the Facility, if deemed feasible by Company.
- **Section 8.1.** Group lessons, Semi-private lessons and Private lessons will be available at the prevailing rate, which may change from year to year.
- **Section 8.2**. Company shall be entitled to all fees paid. Payment of fees shall be solely the responsibility of the individuals taking the classes and lessons.
- **Section 8.3.** Additional aquatic programming may be made available to customer's members if deemed feasible by Company.
- **Section 9.0. Emergency Closing of Pool:** The Customer and/or Company may close the pool in an emergency situation, whether the emergency is caused by breakdown of equipment, or by other causes outside of the Company's control. The closing shall not require any change or adjustment in any of the provisions of this Agreement. Should a time lapse of more than ten (10) days be necessary to perform repairs and/or restore Facility to normal operations, the Company shall refund fifty percent (50%) of the daily operating cost from the eleventh day forward, on a pro-rated basis. This is to be computed at one percent (1%) of the total contract cost until such time as the Facility is reopened for normal operation. If the Facility is not reopened for normal operation within thirty (30) days, Customer may cancel this Agreement by written notice to Company.
- <u>Section 10.0.</u> Repair Work: The Company shall stand ready to perform any Repair Work needed during the term of this Agreement. The Customer shall have the option of using another contractor for Repair Work. Repair Work by Company will be billed as follows:
  - **Section 10.1.** Any Repair Work required as the result of error by Company shall be paid for by Company with no cost to Customer.
  - **Section 10.2.** Company will perform minor Repair Work to the Facility and recirculation system as a part of the service provided; however, the Customer shall pay for the parts and/or materials.
  - **Section 10.3.** For Repair Work or necessary equipment wherein the cost does not exceed \$250.00, the Company shall bill the Customer.
  - **Section 10.4.** Any Repair Work or equipment in excess of \$250.00 to be provided by the Company or Company's subcontractors will be provided and billed to Customer. Such Repair Work or equipment shall be provided only upon the authorization by the Customer Primary Contact Person identified in **Appendix D**, or in the event the Customer elects not to have such Repair Work performed or equipment provided, Company may cancel this Agreement if said election interferes with the Company's ability to carry out its responsibilities under this Agreement.
  - **Section 10.5.** The Company will arrange for Repair Work of plumbing or electrical equipment at the Customer's request. The cost of such Repair Work plus and amount not to exceed twenty (20) percent that will be used to cover administrative services and oversight, to be billed to Customer by the Company.
- <u>Section 11.0.</u> Insurance / <u>Liability:</u> The Company shall maintain and keep in full force the required insurance and liability coverage.

**Section 11.1**. Company will maintain and keep in force the following insurance coverage:

- (i) Worker's Compensation insurance covering Company Staff
- (ii) General liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 Annual Aggregate

**Section 11.2.** Company agrees to provide copies of the Certificates of Insurance to the Customer verifying the above-mentioned insurance coverage. It is the responsibility of the Customer to provide all other insurance coverage.

**Section 11.3.** Company assumes no liability for damage or injury to persons or property arising from or caused by Acts of God. Except as to agents of Company, Company assumes no liability for damage or injury to persons or property arising from or caused by physical or mental incapacity, physical or mental diminution, or intoxication from alcoholic or other substances, whether legal or illegal, nor for the acts of "Good Samaritan" by any agents of Company. The Company shall not be liable or responsible for any injuries or damages that arise at any time that is not within the hours of operation as stated in this Agreement. Further, the Company shall not be held liable for any personal effects of any person or persons utilizing the Facility. Customer further agrees to indemnify and hold Company harmless from any and all claims for injuries to persons or property, or both that arise for events and circumstances specified in this paragraph.

**Section 11.4.** The Customer shall maintain and keep in full force and effect the following coverage:

- (i) Premises liability insurance
- (ii) Comprehensive general liability insurance in the amount of \$1,000,000 each Occurrence with \$2,000,000 Annual Aggregate

**Section 11.5.** Customer shall use its best efforts to have Company named as an additional insured to Customer's premises liability and/or comprehensive general liability policies. Customer shall provide Company with proof of insurance in the form of Certificates of Insurance verifying the above mentioned insurance coverage.

**Section 11.6.** Contractor must defend Customer, indemnify Customer, and hold Customer harmless for any and all claims for damages or injuries or both resulting from negligent action or negligent lack of action by the Company.

Section 12.0. Cancellation: Either party will have the right to terminate the contract by giving at least 30 days' notice in writing to the other party to expire at the end of said 30 days. In the event that contract is terminated prior to the end of the stated season that pool was to be open to members, the Customer shall be entitled to a refund of money paid in advance. Refund shall be computed by calculating the daily portion of the contract price. This shall be computed by dividing the total contract price less \$750 by the number of days Facility was to be open to members as determined by this Agreement. This daily price shall be multiplied by the number of days Facility was operated under this Agreement. That amount shall be subtracted from the total amount of contract price paid to Company by Customer as of termination date, less \$750. The resulting figure shall be the refund to which the Customer is entitled. The Customer shall be responsible for all unpaid balances, accumulated invoices and expenses incurred by the Company prior to the new contract termination date.

<u>Section 13.0. Company Sign:</u> Customer agrees to allow Company to display a sign on the Facility premises in a conspicuous place designating the responsibility to the Company for the quality of the Facility operation.

<u>Section 14.0. Payment for Services:</u> Payment for services upon specifications, conditions and terms as set forth herein is outlined in **Appendix D**.

<u>Section 15.0.</u> Extension of Contract: This Agreement shall automatically renew on the same conditions herein at the contract amount in effect for the immediately preceding year, plus an amount not to exceed 10% thereof, at the sole option of Company. In the event that Customer desires not to renew and extend this Agreement as provided herein, Customer shall provide Company with written notice thereof on or before September 30<sup>th</sup> of the current year.

<u>Section 16.0.</u> Governing Law: This Agreement shall be governed by the laws of the State of North Carolina.

<u>Section 17.0. Strict Compliance</u>: No failure of Company to exercise any power or right granted hereunder, or to insist upon strict compliance by Customer with its obligations and duty hereunder shall constitute a waiver of Company's right to demand strict compliance with the provisions hereof at any time.

<u>Section 18.0.</u> Entire Agreement, Modification, Binding Effect: This Agreement constitutes the entire Agreement of the parties and supersedes any prior Agreements, understandings or negotiations, written or oral. This Agreement may not be modified or amended except in writing, signed by both parties hereto. This Agreement shall be binding upon and inure to the benefit of the Customer and Company and to their respective heirs, successors and assigns.

**Section 19.0. Rights Cumulative:** All rights and powers under this Agreement shall be cumulative and, except as otherwise provided herein, shall be in addition to any and all other provided at law or in equity.

**Section 20.0. Extensions:** Unless agreed to by Customer and Company in writing, the terms of this Agreement shall apply to all extensions and renewals hereof.

**Section 21.0. Severability:** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 22.0. Company's Option in the Event of Increase in Insurance Premiums: The parties agree as a result of the uncertain status within the liability insurance industry, should Company's insurance premiums increase unreasonably, Company may present a new contract amount to Customer on or before March 1st of the current contract year, which new contract shall supersede and replace this Agreement. Customer shall have 30 days from the date of receipt of the new Agreement in which to accept or reject the new Agreement. In the event Customer elects to reject the new Agreement, this Agreement may be terminated at the sole option of the Company.

<u>Section 23.0.</u> Company's Option in the Event of Change in Laws: If there is a change in local, state, or federal law concerning any cost aspect relating to this Agreement, including federal or local minimum wage, the Company may present a new Agreement amount to Customer. The new Agreement shall supersede and replace this Agreement. Customer shall have 30 days from the date of receipt of the new

Agreement to accept or reject the new Agreement. In the event the Customer elects to reject the new Agreement, this Agreement may be terminated at the sole option of the Company.

<u>Section 24.0. Attorneys Fees:</u> In the event of legal action to enforce the rights of either Company or Customer under the terms of this Agreement, the parties agree that the prevailing party in said legal proceeding shall be entitled to receive as additional damages, any and all litigation expenses, including reasonable attorney's fees.

<u>Section 25.0. Notice:</u> Any written notice required by this Agreement to either Company or Customer shall be deemed delivered on the 3rd calendar day from the date of mailing (whether or not received) when mailed by certified or registered mail postage prepaid and deposited in the United States mail properly addressed to the parties as follows; or at such other address as may be designated in writing by the party to be notified:

**Customer:** 

Company:

Derek Wall, President	
Triangle Aquatics, LLC	<del>-</del>
10030 Green Level Church Rd. STE 802-112	
Cary, NC 27519	<del>-</del>
derek@triangleaquatics.com	
Section 26.0. Acceptance: Acceptance of this Agre return of this Agreement along with any payments during accordance with the specifications, terms and cond	ue hereunder will constitute a contract entered into
Triangle Aquatics, LLC	Suncrest Village
By: (Derek Wall)	By:(Customer Signature)
Title: President	Title:

#### **Appendix A**

#### **Suncrest Village**

**Section 1.0. Opening:** Company agrees to prepare the Facility to be open and ready to swim by the date specified in **Appendix B**.

**Section 1.1.** Company will prepare the Facility for Opening by completing the services, where applicable, outlined below.

- (i) Vacuum pool
- (ii) Clean pool enclosure area
- (iii) Remove pollen and cobwebs from Breezeway, Sweep Breezeway
- (iv) Inspect chemical feeders
- (v) Inspect all filtration equipment
- (vi) Inspect flow meters, pressure gauges and valves
- (vii) Mount ladders
- (viii) Clean bathrooms
- (ix) Inspect and resupply water testing supplies
- (x) Inspect underwater lights
- (xi) Order, store and inject all necessary chemicals to maintain proper water chemistry for:
  - a. Free chlorine
  - b. Total alkalinity
  - c. pH
  - d. Calcium hardness
  - e. Cyanuric acid
- (xii) Clean (power wash) and organize deck furniture
- (xiii) Start up equipment
- (xiv) Perform repair work as needed and as authorized by Customer

**Section 2.0. Permits:** The Company will assist Customer in obtaining a Swimming Pool Operation Permit from the local health department.

**Section 2.1**. Company shall perform the following tasks to assist Customer in obtaining the Swimming Pool Operation Permit from the local health department:

- (i) Clean and chemically balance pool to health department standards
- (ii) Make all necessary repairs and provide parts under the terms of the Repair Work section of this Agreement
- (iii) Complete the Operating Permit application and return it to the health department with the permit fee
- (iv) Schedule pre-season health department inspection and meet the inspector at Facility during the pre-season inspection

**Section 2.2.** Customer shall reimburse Company for the cost of the Swimming Pool Operation permit fee.

#### **Appendix B**

#### **Suncrest Village**

#### Section 1.0. Facility Operations.

Pool Opening: May 21st, 2022

Pool Closing: September 11th, 2022

<u>Section 2.0. Closing:</u> The Facility will close for the season on **September 11**<sup>th</sup>, **2022**. Services provided by Company after closing, if any, are described in **Appendix E**.

<u>Section 3.0.</u> Staffing: No on-site staff (attendants or lifeguards) will be provided to operate the facility. The facility will be visited in accordance with county regulations by a certified pool operator.

#### **Appendix C**

#### **Suncrest Village**

**Section 1.0. Additional Staff:** The Company will provide Staff for special events and after-hours parties at the request of the Customer subject to the following guidelines:

**Section 1.1**. Staff provided by the Company, other than those specified in this contract, shall be billed to the Customer at the prevailing rate, which may change from year to year. The current rate is \$30.00 per Staff hour, with a minimum of \$90.00 per event.

**Section 1.2.** No Staff shall be provided by Company beyond the hour of 1:00 AM.

**Section 1.3.** For parties or special events, the Customer is not required to use Company lifeguards/attendants; however, Customer assumes full responsibility and liability for the Facility in the event any individuals are within the pool area when Company Staff is not scheduled to work according to the policies and recommendations set forth herein. Customer agrees to indemnify and hold Company harmless for any and all claims for damages or injuries, or both arising from the use of the Facility during hours other than those specified in this contract unless Company's Staff have been scheduled according to the policies and recommendations set forth herein.

**Section 1.4.** For parties or special events, for which the Company is to provide Staff, the Customer is responsible for giving the Company seven (7) days' prior written notice as to:

(i)	The time and date of the party
(ii)	The number of people who are scheduled to attend
(iii)	The general age group of the people who are scheduled to attend
(iv)	Whether alcoholic beverages will be permitted at the party
(v)	Any special admission instructions
(vi)	How many Staff members the Customer is requesting

**Section 1.5.** Company recommends that the following scale be used to determine the number of Staff for an after-hours event:

Number of People Scheduled to Attend:	Number of Staff Required:
Up to 15	2
16 to 35	3
36 to 60	4
Over 60	TBD

**Section 2.0.** One additional Staff member shall be required for any teenage party, college age party, or for any party involving alcoholic beverages. Customer agrees to provide one adult chaperone for each ten (10) people at a teenage or college age party. The Company will not schedule Staff for any fraternity parties. Billing shall include any time spent cleaning up after use by any special group or party. Payment of fees shall be made to the Company by the Customer within ten (10) days after billing by Company.

#### **Appendix D**

#### **Suncrest Village**

<u>Section 1.0.</u> Payment for Services: The payment for services based upon specifications, conditions and terms as set forth herein is \$14,000. The schedule of payments by Customer to Company is outlined below:

10% on or before February 1 <sup>st</sup>	\$1,400
20% on or before April 1st	\$2,800
30% on or before June 1 <sup>st</sup>	\$4,200
30% on or before July 1st	\$4,200
10% on or before August 1st	\$1,400
TOTAL	\$14,000

Section 2.0. Payments: Any and all payments, including but not limited to payments as specified above, payments for Repair Work, equipment or labor, not made on or before ten (10) days after the due date shall be subject to a delinquent payment of 5% of the amount due or any portion thereof. In the event payments are not received within ten (10) days from the due date, the Company shall have the right, at its option, and within its sole discretion, to terminate its services under this Agreement and to withdraw and remove all Staff from Customer's Facility without any further or additional notice to Customer. Any such termination notwithstanding, Customer shall be fully responsible for all payments provided herein.

<u>Section 3.0. Collections</u>: In the event that Company elects to pursue collection of any amounts due under this Agreement, Customer shall pay all said amounts, together with interest at the rate of 12% per annum from the date the same became due, together with any and all cost of collection, including and together with any and all reasonable litigation expenses, including reasonable attorney's fees.

<u>Section 4.0.</u> <u>Customer Primary Contact Person:</u> Please direct all Company communications to the following Customer representative.

Name			
Street			
City	State	Zip	
Phone (M)	_ (H)	_ (W)	
Fax #	E-Mail		
Facility Phone			

#### **Appendix E**

#### **Suncrest Village**

<u>Section 1.0.</u> <u>Services Provided When Facility is Closed:</u> Company will provide services to Facility when closed **2022 calendar year** including:

#### **Section 1.1.** Uncovered Facility Services

- (i) Arrange for bath house winterization
- (ii) One (1) visit per week
- (iii) Check chemicals and adjust as needed
- (iv) Vacuum as needed
- (v) Clean skimmer baskets
- (vi) Blow decks as needed
- (vii) Backwash filters and clean strainer pots as needed
- (viii) Report any off-season vandalism to Customer

<u>Section 2.0:</u> Customer agrees to notify the Company of any power outage, vandalism, or any other event that may cause the pool systems to malfunction so that the Company may return the facility to working order as soon as possible.

<u>Section 3.0 Winterization:</u> Company will arrange for the customer at no additional cost to the customer winterization of non-heated pump house and non-heated bathhouse facilities. Every effort will be made to clear lines of water prior to winter months will perform the winterization. The facility will be winterized no later than December 1 of the current calendar year. There is no warranty against freeze breaks should they occur. Customer is responsible for any additional charges incurred due to broken or otherwise non-functioning equipment.



10/27/2021

#### Suncrest Village Paint & Tile Repair Quote

**THIS AGREEMENT**, between Triangle Aquatics, LLC (the "Company") and **Suncrest Village**, **HOA** (the "Customer"), shall constitute work to be performed by Company at Customer's pool. All work shall be completed in a professional manner and according to standard practices. Prices are for work as specified and under normal conditions. Prices do not include extra work required to correct problems caused by special conditions, such as hitting rock, water, debris, or by deterioration or poor condition of items not specified for repair below.

#### JOB DESCRIPTION

- Drain the main pool
- Prep pool for paint; power wash, acid wash, TSP wash and let dry for 24hrs
- Apply two coats of white epoxy pool paint to the steps surface
- Apply black pool paint to replace black lines currently in existence on the steps
- Remove 17 broken tiles and 2 depth marker tiles and replace
- Clean up and haul off debris

**TOTAL:** \$3,900

#### WARRANTY

Two year warranty on paint and labor only.

Customer agrees to furnish, at no cost to Company, water and electricity for Company's use in performing the work described herein.

Company accepts no responsibility for hydrostatic lifting. Any risks involved in draining the pool shall be solely the Customer's.

# ACCEPTANCE Triangle Aquatics, LLC: \_\_\_\_/\_\_\_/\_\_\_\_ Owner / Agent: \_\_\_\_/\_\_\_/\_\_\_\_\_

#### **PAYMENTS**



Payments will be invoiced. A 50% down payment will be required to start the project. Final payment will be invoiced within one week of the final paint application. Any payments not made within ten (10) days after the due date thereof shall be subject to a delinquent payment fee of 1.5% per month.

In the event that the Company is obligated to file suit or lien to recover payment of any sums under this Agreement, Customer agrees to bear all reasonable costs of attorney fees.

This estimate is good for 30 days.

**Estimated Job Time:** 2 Weeks – weather dependent