

**Suncrest Village HOA
POOL MAINTENANCE PROPOSAL**



**Adam Mills
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**62 Wheaton Ave Ste 61
Youngsville NC 27596**

Office: (919) 263-9534



SWIMMING POOL MAINTENANCE AGREEMENT

This agreement is between North State Pools and Suncrest Village HOA hereinafter referred to as "Owner" to provide for the operation and management of the "Owners" swimming pool from April 15th, 2022, through December 31, 2023.

MAINTENANCE SCHEDULE

Summer Service: May 20th - September 12th:

- Two stops per day / 7 days a week.
- 1 Full CPO Service (as detailed on page 4)
- 1 Chemical Check (as detailed on page 4)

Off Season

- One full service per week

COMPENSATION TO CONTRACTOR

In consideration of North State Pool, LLC providing the Owner the services outlined herein, Owner agrees to pay the North State Pools the full amount of \$11,850 + tax annually.

2022 will be pro-rated for 8.5 months of maintenance. Total: \$8,393.75 + tax.

2022: Payments will be divided into 9 equal payments of \$1,059.59 invoiced on the last business day of each month for services rendered.

2023: Payments will be divided into 12 equal payments of \$1,059.09 invoiced on the last business day of each month for services rendered.



It is agreed as follows:

1. **Spring Inspection:** North State Pools will evaluate the condition of the pool, filtration system, pool patio as well as the safety and maintenance equipment no later than the 6th of May. North State Pools will schedule the inspection with Wake County Health Department and be onsite during the inspection.
2. **Terms of Agreement:** The terms of this agreement are from April 15th, 2022 – December 31st 2023.
3. **Days of Service and Coverage:** North State Pools will complete two daily site visits, seven days a week from May 20th – September 12th, 2022 by a certified pool operator. 2023 Dates TBD.

*****If the pool is ready prior to May 20th we will open it and begin the two stop service.**

4. **Access and Utilities:** The owner will permit North State Pools access to the pool as needed during the duration of this agreement.

The owner will:

- a. Keys to the main gate as well as the club house, chemical storage room and pump room.
- b. Apply for necessary permits for pool opening (Electrical Inspection, Hazardous Materials, Health Department, etc.).
- c. Have telephone in operation by April 15 and provide long distance and 900 service blocks to phones where applicable. North State Pools will not be responsible for any phone charges.
- d. Complete any necessary repairs to the facilities to include items such as bathhouse, deck, fence, plumbing, painting, broken doors, drywall etc.

The owner will also make sure the following are available:

- a. Trash Pick-Up Service
- b. First Aid Kit
- c. Telephone Service
- d. Potable Water
- e. Electricity

OPENING POOL

North State Pools will render the pool facility operational and ready for use by completing the following services:

- A. Complete inspection of exposed plumbing and mechanical systems.
- B. Check, repair or replace missing or damaged signage and safety equipment.
- C. Chemically balance and vacuum the pool.
- D. Prepare bathhouse for opening.
- E. Clean furniture and place on the pool patio.
- F. Clean deck area as needed.
- G. Arrange for and attend local pre-opening health inspection if necessary.
- H. Correct any problem noted in Health Inspection and/or notify Owner of any "Owner" related repair.

All the above will be complete one week prior to the opening of the pool. All fees associated with the permitting of the pool will be paid by the owner.



MAINTENANCE OF POOL & FACILITY

North State Pools will be responsible for the following:

1st Check:

- Check and balance pool water.
- Visually inspect mechanical systems.
- Ensure pool and facility are in accordance with applicable health and safety regulations.
- Vacuum, skim and brush pool as needed.
- Blow off pool deck and empty trash cans as needed.
- Clean waterline tile as needed.
- Clean hair and lint strainer as needed.
- Backwash filter system as needed.
- Fill pool to proper level as needed.
- Organize pool furniture.
- Clean bathrooms and stock consumable products.
- Place city trash cans at curb for weekly pickup. Return them from the curb following pickup.
- Keep appropriate logbook for the Wake County health department inspectors.

2nd Check:

- Check and balance pool water.
- Ensure pool and facility are in accordance with applicable health and safety regulations.
- Keep appropriate logbook for the Wake County health department inspectors.

WEEKLY OFFSEASON MAINTENANCE

- Check and balance pool water.
- Visually inspect mechanical systems.
- Vacuum, skim and brush pool as needed.
- Blow off the pool deck as needed.
- Clean hair and lint strainer as needed.
- Backwash filter system as needed.
- Fill pool to proper level as needed.



CHEMICALS, SUPPLIES & MATERIALS

- ALL necessary pool chemical to properly balance the water chemistry is included.
- Consumable bathroom products such as soap, towels, toilet paper etc. are included.
- Cleaning and maintenance equipment will be provided by the owner. Any missing equipment will be provided by North State Pools and billed on an as needed basis. (See below)
- Broken and missing signage will be provided by North State Pools and billed on an as needed basis. (See below)

The owner will be billed for the following if damaged or missing:

Required Signs:	Pool Equipment:	Safety Equipment:	Cleaning Equipment:
<ul style="list-style-type: none">• Pool Rules• Shower• No Lifeguards• No Diving• No Glass	<ul style="list-style-type: none">• Vacuum Head• Vacuum Hose• Pool Brush• Skim Net• Extendable Pole• Test Kit	<ul style="list-style-type: none">• First Aid Kit• Ring Buoy & Rope• Life Hook & Pole• Fire Extinguisher• Extendable Pole• Test Kit	<ul style="list-style-type: none">• Broom• Mop• Deck Brush• Trash Cans• Toilet Brush• Water Hose

North State Pools will send an itemized estimate to the Suncrest Village HOA board seeking approval for any damaged or missing items. Nothings will be replaced and/ or invoiced without pre-approval from the Suncrest Village HOA board.

***** Note that many of these items are essential to keeping the facility open. If the item is necessary to keep the facility in compliance with local, state, and national regulations the pool will be closed and locked until approval is granted and the item can be replaced or repaired.**

POOL CLOSING

- Every effort will be made by North State Pools to keep the pool open. In the event of an unforeseen issue the owner and/or North State Pools may close the pool regardless of the situation. This temporary shutdown will not affect the contract, nor will there be a need to adjust any payments.
- If the pool needs to remain closed beyond 10 days, the full daily maintenance costs associated with the upkeep of the pool and facility will be reimbursed.
- Fecal contamination calls will be \$350.00 per occurrence. The pool will be treated following CDC guidelines.

WINTERIZATION

Upon completion of the season, North State Pools will close and winterize the pool facility and perform the following:

- Store all furniture and the grill inside the restrooms with the exception of two metal tables.
- Shut off fresh water supply, disconnect all piping and fixtures necessary and drain all piping that can be drained and add anti-freeze.
- Offer suggested repairs for the following season.

*** We can also discuss installing a cover on the pool and fully winterizing it during off season.



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INSURANCE & PERSONNEL

- A. Every employee hired by North State Pools for work under this agreement will be solely employed by North State Pools and will be considered an employee of North State Pools. Payroll withholdings and workers compensation is the sole responsibility of North State Pools.
- B. North State Pools maintains a one-million-dollar general liability policy to cover personal injury, loss of life, and or property damage due to the negligence of misconduct of North State Pools.

North State Pools shall not be held liable or responsible for any injury and/or damage sustained by any person as a result of pool use at dates and times other than expressly provided herein. North State Pools shall not be held liable for any damages resulting from faulty equipment, mechanical failure, weather, flooding, hydrostatic conditions, or defective workmanship. OWNER agrees to indemnify and hold North State Pools harmless for any damages, losses, or expenses arising from the use, maintenance, or operation of the property or equipment by the OWNER or its employees, guests, trespassers and/or contractors.

BINDING EFFECT

This agreement shall be binding upon and inure to the benefit of the Partnership and the Company and their respective successors and assigns.

RIGHT TO TERMINATE

North State Pools or Suncrest Village HOA may cancel without cause upon (30) thirty days written notice to the owner. Such notice shall be given to the other party by Certified Mail, Return Receipt Requested.

AMENDMENTS

This Agreement may not be changed or modified except in a writing signed by both of the parties hereto.

RELATIONSHIP OF PARTIES

North State Pools shall for the purposes of this agreement and the Management Services provided hereunder be an independent contractor a not an employee, partner, co-owner of the owner.



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ENTIRE AGREEMENT

This Agreement contains the entire understanding and agreement between the parties and there are no verbal agreements or representations in connection herewith. If any part of this agreement is found invalid, the remainder of the agreement will remain valid and enforceable.

IN WITNESS WHEREOF, the owner or the owner's agent, and North State Pools have executed this agreement and affixed their seals thereto as of the date set forth in the first page of this Agreement.

OWNER/AGENT:

Property: Suncrest Village HOA

By:

Name:

Date:

CONTRACTOR:

North State Pools, LLC

By:

Name:

Date:

Verified by pdfFiller

A handwritten signature in black ink that reads "Adam Mills".

04/08/2022

Adam Mills

08-April -2022

Common Missing or Damaged Items

Pool Rules: \$40

No Diving: \$10

No Lifeguard on Duty: \$22

Shower Before Entering: \$10

No Glass: \$8

20" Ring Buoy: \$100

30' Ring Buoy Line: \$25