

**Ever Blue Pool Care  
3910 Eton Place  
Sarasota FL 34241**

**Vintage Grand Association Commercial Service Agreement**

Ever Blue Pool Care ("EBPC") and Vintage Grand ("Customer") agree that EBPC will service the Main Swimming Pool, Hot Tub, and Rear Swimming Pool on the customer's property located at 4012 Crockers Lake Blvd. Sarasota FL 34238. Customer agrees to pay \$1300.00 Dollars per month for the services outlined below and in accordance with the terms set forth in this agreement.

Customer represents that he/she is the owner of the property where the work is to be performed, or that he/she is authorized on behalf of the owner to enter into this agreement. Owner authorizes EBPC and its agents to enter upon the premises.

Under the terms of this agreement Ever Blue Pool Care will not be held responsible for any staining of plaster. Since plaster is composed of natural materials, a certain amount of shading, staining, and color variation is to be expected. Different forms of staining do occur in all pools and with proper chemistry can be held to a minimum.

We will be utilizing a suite of natural enzymes in the pool and spa to enhance the swimming experience and prolong equipment life, during times of high bather loads.

**SERVICES TO BE PERFORMED:**

A Certified Pool Technician will make three(3) weekly visits to perform the following services:

**Weekly Services –**

1. Test chlorine levels, total alkalinity, and PH each visit, and monitor water flow.
2. Add necessary chemicals to maintain acceptable chlorine and PH levels in accordance with NSPF Standards.
3. Vacuum and/or brush pool as needed.
4. Clean pump and skimmer baskets.
5. Skim water surface.
6. Brush and clean tiles on waterline.
7. Backwash or clean filter(s) monthly as required.
8. Check all equipment for proper operation.

EBPC will furnish all tools, materials and equipment for these services

**NOTES:**

1. A route manager will make callbacks to discuss any problems.
2. If thunder and lightning are present when service is performed, chemicals will be added. The pool will be cleaned on the next scheduled service visit.
3. Service calls for repairs, hourly rates are \$85.00 per hour during regular business hours (Monday-Friday 8:00am-5:00pm), and \$115.00 per hour during non-business hours.
4. Tropical Storm Force Wind (sustained  $\geq 39$  mph) clean-up will be billed at \$65.00 per hour.
5. Request for additional cleaning will be at a cost of \$65.00 per hour during regular business hours, and \$115.00 per hour during non-business hours.
6. Cleaning of AFR (accidental fecal release) and pool sanitizing will be \$250.00 to \$600.00 during regular business hours and \$450.00 to \$800.00 during non-business hours for swimming pool.

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CUSTOMER RESPONSIBILITIES:

1. Maintain water levels.
2. Keep trees and plants trimmed and away from the pool areas.
3. Maintain or approve repair requests, to ensure equipment is in good repair.
4. Remove pool/spa cover on scheduled service days (if requested by owner, EBPC technician will remove and replace cover for an additional charge).

AVAILABLE ADDITIONAL SERVICES:

Replacement parts:

EBPC, per customer approval, will replace required parts costing less than \$35.00 (baskets, filter gauges, O-Rings, etc.), without prior notification.

Please initial for approval of this service: YES  NO

All repair work will require prior authorization by customer. Chemicals provided by EBPC as part of this contract are: Chlorine (stabilized & unstabilized), sodium bicarbonate, soda ash, muriatic acid and diatomaceous earth. Any other chemicals or materials will be considered specialty items and additional costs will apply. Prior notification to the customer is required for draining and replenishment of water to obtain correct water balance.

PAYMENT TERMS:

1. Monthly service will be billed on or around the 1st of each month, and payments will be due on or before the 20th of the service month.
2. Payments may be made by cash (do not send cash), check, money order or credit/debit card (VISA, MasterCard, Discover) service fee added for credit cards.
3. Specialty products used and parts installed will appear on a separate invoice.
4. Payment for repairs will be made upon completion of the work.

THIS AGREEMENT WILL REMAIN IN EFFECT FOR ONE YEAR FROM THE DATE OF ACCEPTANCE AND WILL BIND BOTH PARTIES TO THE TERMS OF THIS CONTRACT.

Either party may terminate this agreement with thirty (30) days written notice delivered by Certified U.S. Mail.

Customer Name: Vintage Grand Canal Date: 6/4/19

Mailing Address: 4012 Crookers Lake Blvd, Sarasota, FL 34238

Local Phone Number: (941) 923-7380

Email Address: vintagegrandoffice@gmail.com

Emergency Contact if the customer is not available (name, address, phone number):

Approved by: \_\_\_\_\_ Date: 6/4/19