

Emerald Bay Homeowners Association
12796 Emerald Bay Drive
Soddy Daisy, TN 37379

Pool Area Cleaning Service Contract

This Contract is made and entered into on _____, by and between _____ (the "Cleaning Service"), whose address is _____ and the Emerald Bay Homeowners Association (the "Customer"), whose address is Emerald Bay Homeowners Association, 12796 Emerald Bay Drive, Soddy Daisy, TN, 37379.

In consideration of the mutual promises and agreements contained herein, the Customer hires the Cleaning Service, and the Cleaning Service agrees to work for the Customer, under the terms and conditions hereby agreed to by the parties named above during the pool season as established by the Board of Directors for the calendar year _____:

SECTION 1: WORK TO BE PERFORMED

1.1 Term: the Customer agrees to contract with the Cleaning Service to perform the services and work as stated in section 1.2 of this Contract during the pool season as established by the Board of Directors, typically from mid-May through mid-September.

1.2 Duties: the Cleaning Service agrees to perform the activities and services for the Customer set forth in Addendum 1 to this contract.

1.3 Contract Dates: the activities and services defined under section 1.2 should be performed starting the day before the pool opening and continue until the day after the pool is closed.

1.4 Liquidated Damages: the following shall be construed as liquidated damages only and shall not in any way be deemed a penalty, but only a reasonable estimate of either the anticipated or the actual loss from breach of this Agreement. In the event the work is not performed in a timely manner as specified herein, the Customer shall be entitled to deduct 25% of the monthly pay per week from the compensation due the Cleaning Service as liquidated damages.

SECTION 2: COMPENSATION

2.1 Compensation: In consideration of all services to be rendered by the Cleaning Service to the Customer, the Customer shall pay to the Cleaning Service the sum of \$_____ per month for performing the duties as specified in Section 1.2 of this contract. Said compensation shall be paid monthly, at mid-month, upon full completion of duties.

2.2 Withholding: Cleaning Service is an independent contractor and shall be responsible for his/her own income taxes, worker's compensation, and other employment taxes.

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SECTION 3: INDEPENDENT CLEANING SERVICE STATUS

3.1 The Cleaning Service acknowledges that he/she is an independent Cleaning Service and is not an agent, partner, joint venture nor employee of the Customer. Cleaning Service shall have no authority to bind or otherwise obligate the Customer in any manner nor shall Cleaning Service represent to anyone that it has a right to do so.

SECTION 4: MISCELLANEOUS PROVISIONS

4.1 Emerald Bay Homeowners Association will pay for all cleaning supplies and equipment necessary to complete the cleaning duties as outlined in Addendum 1 of this contract and this can be accomplished in either of two ways, upon agreement of the two parties.

1. The Cleaning Service may obtain and be reimbursed for such cleaning supplies and equipment. A request for reimbursement shall be accompanied by a receipt identifying individual items, and is contingent upon approval of the Clubhouse and Pool Maintenance Committee (the "Committee") to ensure that the items are necessary and remain the property of EBHOA.
2. Alternatively, the Cleaning Service will notify the Committee of supplies and/or equipment needed and the Committee will obtain and maintain an inventory of such supplies and equipment for use by the Cleaning Service in performance of duties.

4.2 The Customer may terminate this Agreement if Cleaning Service fails or refuses to comply with the policies or reasonable directives of the Customer, is guilty of serious misconduct in connection with his/her/their performance hereunder, or materially breaches any provisions of the Agreement. The Customer may at any time and in its sole discretion terminate the engagement of the Cleaning Service immediately and without prior written notice to the Cleaning Service.

4.3 The Cleaning Service shall not assign any of his/her rights under this agreement, or delegate the performance of any of his/her/their duties hereunder, without the express prior written consent of the Customer. If such consent is given to cover in the absence of the Cleaning Service, the Cleaning Service will be responsible for paying that person for their portion of time expended.

4.4 The Chairman of the Pool and Clubhouse Maintenance Committee or his designated representative shall be the point of contact between the Customer and the Cleaning Service.

Signed for the Cleaning Service:

Signed for the Customer:

Name

Name

Date

Date

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Addendum 1: Cleaning Requirements for the EBHOA Pool Area

Objective: The cleaning of the pool area is to be done in the morning, at least five days per week, and must be completed before the pool opens at 9:00 AM. Since the weekends are the busiest in terms of usage, at least one of the five cleaning days must be Saturday or Sunday.

The first cleaning should be performed on the day before the pool opens and the last on the day after the pool closes. The pool is typically open from mid-May until mid-September.

1. Check the area for wrappers, cigarette butts, broken glass, and trash in general.
2. Turn hose on to fill pool as needed. Do not run water in pool beyond opening time.
3. Clean bathrooms:
 - a) Clean mirrors
 - b) Wipe down sinks, fixtures and toilet bowls (top and bottom, inside and outside) using a disinfectant as needed.
 - c) Empty garbage containers and replace liners as needed.
 - d) Re-fill toilet paper as needed.
 - e) Mop floor and sanitize mats as needed but not less than once a week. Hose off mats at entrance to restroom
 - f) Let restrooms air dry as much as possible. Leave doors to restrooms slightly ajar before leaving for the day.
4. Hose down tables, chairs and lounge chairs
 - a) Wipe down tables and chairs.
 - b) Arrange chairs around tables, tables around the pool and lounge chairs around the pool.
5. Use a soapy bleach solution to clean the concrete or tables under the clubhouse cover to remove dark scuffs, dried liquids, food or spills, i.e., ketchup, mayonnaise, mustard, coke and colored drinks that will stain the concrete.
 - a) Never allow cleaning solution close to or into the pool.
 - b) Rinse the concrete area around the pool keeping all debris and water out of the pool.
6. Each Monday the large garbage containers need to be taken to the street no later than 9:00 AM and retrieved no later than Tuesday morning.
7. The entrance to the pool area outside the gate should be hosed down and cleaned of any debris.
8. All ceiling fans and lights should be off. Restroom light and exhaust fans should be off.
9. Spray bug spray lightly around restroom doors (inside and out), the back entrance to the clubhouse and around the edge of the back windows once a week – keep away from tables and pool area.

Contact the Chairman of the Pool and Clubhouse Maintenance Committee, his designated representative or another member of the EBHOA Board if there has been damage to the pool area or clubhouse resulting from abuse or a storm. Also, be aware that pool cleaning and maintenance occur several times each week by another contractor.