

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

Pool Maintenance Contract

This Contract is made and entered into on _____, by and between _____ (the "Pool 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 Pool Service, and the Pool 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 Pool 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 Pool 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 shall be performed from prior to the pool opening for the season, and continue until 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 Pool Service as liquidated damages.

SECTION 2: COMPENSATION

2.1 Compensation: In consideration of all services to be rendered by the Pool Service to the Customer, the Customer shall pay to the Pool Service the sum of \$_____ for opening the pool prior to usage, \$_____ for closing the pool after the end of the season, and \$_____ per month for performing the maintenance duties as further specified in Section 1.2 of this contract. Compensation for opening and closing shall be paid upon completion of those tasks. Compensation for regular maintenance during the pool season shall be paid monthly, at mid-month, upon full completion of regular maintenance duties. Compensation for any required work beyond the regular maintenance will be billed and paid at Pool Service's regular rate of \$_____, such work being done only with the agreement and approval of the Clubhouse and Pool Maintenance Committee (the "Committee").

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

SECTION 3: INDEPENDENT POOL SERVICE STATUS

3.1 The Pool Service acknowledges that he/she is an independent Pool Service and is not an agent, partner, joint venture nor employee of the Customer. Pool Service shall have no authority to bind or otherwise obligate the Customer in any manner nor shall Pool 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 pool supplies necessary to complete the maintenance 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 Pool 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 Committee to ensure that the items are necessary and remain the property of EBHOA.
2. Alternatively, the Pool 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 Pool Service in performance of duties.

4.2 The Customer may terminate this Agreement if Pool 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 Pool Service immediately and without prior written notice to the Pool Service.

4.3 The Pool 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.

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 Pool Service.

Signed for the Cleaning Service:

Signed for the Customer:

Name

Name

Date

Date

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Addendum 1: Service Requirements for the EBHOA Pool

Objective: The Pool Service will perform such preparation and regular maintenance work that will ensure that the pool is clean and safe for use during the regular pool season as established by the Board of Directors, typically from mid-May through mid-September.

1. The Pool Service will open and condition the EBHOA pool such that it is available for use at the beginning of the established pool season.
2. During the season, the Pool Service will perform such maintenance activities to ensure that the pool remains clean and safe for use.
3. If the Pool Service should discover other work necessary to keep the pool safe or improve conditions at the pool, he/she will make a recommendation to the Committee. The Committee will bring the matter to the Board of Directors for evaluation, and if approved, the Pool Service will be authorized to complete the work at the agreed rate of compensation.
4. After the season, the Pool Service will close the pool for the winter.

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 or clubhouse resulting from abuse or a storm.