

Pro Pool Management & Service, Inc.

Residential • Commercial • Lifeguards
Pool Rehabilitation

SERVICE AGREEMENT

Swimming Facility: West Hampton Woods Season: 2025, 2026, 2027

Address: _____ Zip Code: _____ Phone: _____

Managing Agent/ Owner: c/o Innovative Property Management

Address: P.O. Box 1757 Zip Code: 63090 Phone: 314-922-8968

Pro Pool Management & Service shall provide the following services:

- I. **START UP:** Pump down the water; remove all debris from the cover; remove cover; clean and store cover and water tubes where appropriate; start pool(s) filling; it is the responsibility of the owner to turn off the water when the pool(s) is full; re-circulate water through filtration and treatment equipment; backwash filter system(s); have pool(s) ready for operation as required, at least four (4) days prior to opening date of said pool(s); recommend necessary repairs such as re-caulking the expansion seam; replacing loose tile and coping; any painting needed; or marcite patching, etc. If, when the cover is removed, it is deemed necessary by Manager to drain and acid wash the pool, it will be done at additional cost per pool. ADDITIONAL COST PER POOL \$1,800.00.
- II. **SET UP THE HYDROMECHANICAL AND ELECTRICAL SYSTEMS:** Lubricate and install all drain plugs on the pump, lint strainer pot, filter and heater; install the chlorinator; inspect, clean, and overhaul chlorinators; (additional charges for chlorinators parts as needed); lubricate the valves; inspect the valve packings; install the inlet fixtures; direct the inlet fixtures properly to maximize the surface skimming action; remove all winterization plugs; install all skimmer baskets; light the heater; inspect and adjust the heater thermostat and pressure switch; inspect the pressure gauge; inspect the motor electrically; inspect the motor bearings, and pump seal; recommend the necessary repairs.
- III. **MOUNT THE HARDWARE:** Install the ladders, diving board, hand rails, pool sweep and put the underwater lights in their niche; inspect and install safety ropes; recommend any necessary repairs. Check to determine the presence of the pool maintenance equipment; check to determine the presence of any safety equipment required by the Health Department. Pro Pool reserves the right to purchase any safety equipment necessary or required by its insurance carrier and the St. Louis County Health Department, St. Charles County Health Department or the Jefferson County Health Department to maintain the safe operation of the pool, the cost of which shall be borne by the owner.
- IV. **WINTERIZE THE POOL:** Drop the water level; drain the pressure lines with compressed air, add antifreeze and plug; open necessary valves; insulate necessary pipes; connect heat tapes or heater where necessary; drain the pump; drain the hair and lint pot; put antifreeze in the pump and remove the ladders, handrails, and diving board; store all fittings in a plastic bag; where applicable, drain the pool sweep pump; drain the heater; fill water pillows and cover the pool when a cover is provided; drain pool related fresh water lines.

V. **POOL CHEMICALS:** Provide the necessary chemicals to keep your pool chemically balanced within the standards of the St. Louis County Health Department, St. Charles County Health Department or the Jefferson County Health Department.

Note: The chemical portion of this quote cannot be guaranteed if your pool leaks. This quote is based on a Memorial Day opening and a Labor Day closing.

VI. **POOL PAINTING:** Pro Pool will paint the surface of your pool with _____ coat(s) of _____
N/A _____ swimming pool paint for the sum of
\$ _____. Pool Painting will be billed upon completion.

VII. **MAINTENANCE SERVICE:** Complete pool vacuuming of the bottom and sides; brush the bottom and sides where necessary; sweep the deck with a high pressure hose nozzle as needed or blower; backwash the filter; clean the leaf and lint pot; empty the skimmer baskets; skim the surface; clean the tile; test the chemical content of the water; balance the chemicals; and adjust the water flow. This service will be provided on the following days:
3 DAYS - include bathrooms and supplies a week at \$ Included in price.

VIII. **POOL REPAIRS:** Special or related pool work not itemized herein will be done on a "time and material" basis with labor charges at \$135.00 per hour, one man; and \$195.00 per hour, two men. A minimum of one hour will be charged. There is no service call fee. All work related to pool circulation, filtration, and sanitation must be approved by the St. Louis County Health Department, St. Charles County Health Department or the Jefferson County Health Department. Labor charges are subject to change without notice.

On special orders for parts, delivery promises are subject to the timely receipt of required materials. Pro Pool is not responsible for delays caused by material shortages beyond its control.

Orders will be invoiced at prices in effect at the time of the shipment. All warranties and guarantees of the original equipment manufacturer will be honored. Pro Pool reserves the right to refuse warranty or guarantee when the original equipment manufacturers also refuse warranty or guarantee.

Manager is not responsible for damage to the pool structure and piping by reason of the water table rising above the lowest point of the pool when the pool is empty or by reason of any earth or ground fill movement. This includes cracking and leaks resulting from pool floatation.

IX. **INSURANCE:** The Manager shall carry Workers' Compensation (statutory limits) and Employer's Liability (\$500,000 limits) on all of its employees, Commercial General Liability (\$1,000,000.00 per occurrence / \$2,000,000.00 general aggregate) for Bodily Injury and Property Damage arising out of our operations, and Professional Liability (\$1,000,000.00 each claim / \$1,000,000.00 aggregate) on all other insurance coverage. Manager shall provide a certificate of insurance to the Owner.

X. **INDEMNITY CLAUSE:** Except for the Manager's negligent acts and omissions, Owner agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless Manager and Managers agents and employees, from and against any and all claims, damages, losses, suits and expenses attributable to bodily injury, death, or damage to property, that arises out of, results from or is any way directly or indirectly caused by any physical or structural condition, situation, state or position of owners swimming pool, its equipment and surrounding of adjacent property, design flaws, latent defects, hydrostatic pressure, or injury or damage caused by any act, error or omission of Owner or by anyone employed by Owner.

West Hampton Woods

PAYMENT SCHEDULE OF ITEMS I, II, III, IV, V, VII, XI and X

(Payment schedule does not include painting or repairs)

A - Payment Schedule: Owner will pay Pro Pool Management & Service, Inc. the total sum of \$ 6380.00 for services set forth herein.

| | |
|--|-------------------|
| Due May 1, 2025 ----- | \$ <u>2552.00</u> |
| Due June 15, 2025 ----- | \$ <u>1914.00</u> |
| Due August 1, 2025 ----- | \$ <u>1276.00</u> |
| Upon completion of winterization 2025----- | \$ <u>638.00</u> |

2026, 2027 Option: Owner shall have the right to renew this contract for a period of one or two year(s), in which event Owner shall pay Pro Pool Management & Service, Inc. in full for services rendered, the total sum shown below. Owner shall be deemed to have exercised this option unless Pro Pool Management & Service, Inc. is notified in writing by October 1st of each year of Owner's intention not to renew this agreement. Pro Pool Management & Service, Inc. may cancel this agreement by notifying Owner, in writing between September 1st and October 1st of each year.

B - Payment Schedule: Owner will pay Pro Pool Management & Service, Inc. the total sum of \$ 6380.00 for services set forth herein.

| | |
|--|-------------------|
| Due May 1, 2026 ----- | \$ <u>2552.00</u> |
| Due June 15, 2026 ----- | \$ <u>1914.00</u> |
| Due August 1, 2026 ----- | \$ <u>1276.00</u> |
| Upon completion of winterization 2026----- | \$ <u>638.00</u> |

C - Payment Schedule: Owner will pay Pro Pool Management & Service, Inc. the total sum of \$ 6380.00 for services set forth herein.

| | |
|--|-------------------|
| Due May 1, 2027 ----- | \$ <u>2552.00</u> |
| Due June 15, 2027 ----- | \$ <u>1914.00</u> |
| Due August 1, 2027 ----- | \$ <u>1276.00</u> |
| Upon completion of winterization 2027----- | \$ <u>638.00</u> |


Name of Contracting Party: _____

Accepted by: For the Board 3/27/25

Title: Tiffany Jacobsen

Date: 3/27/25

Pro Pool Management & Service, Inc.

By:  _____