

POOL CLEANING SERVICE AGREEMENT

This Pool Cleaning Service Agreement (the "Agreement") is entered into as of **February 4, 2025** (the "Effective Date") by and between:

AquaClean Pool Services, Inc.

A corporation organized and existing under the laws of Florida, with its principal place of business at **101 Clearwater Drive, Miami, FL 33101** ("Service Provider" or "AquaClean")

AND

Sunny Meadows Homeowners Association (HOA)

A homeowners association organized under the laws of Florida, with its principal place of business at **123 Palm Tree Ln., Sunny Meadows, FL 33010** ("Client" or "Sunny Meadows HOA")

AquaClean Pool Services, Inc. and Sunny Meadows HOA may each be referred to as a "Party" and collectively as the "Parties."

1. SERVICES PROVIDED

AquaClean agrees to provide pool cleaning and maintenance services (the "Services") for the pools located within the Sunny Meadows HOA community, as described below:

- **Routine Pool Cleaning:** AquaClean will clean, maintain, and treat each pool in the Sunny Meadows HOA community on a weekly basis, ensuring that each pool remains in good condition and meets sanitary standards.
- **Service Includes:**
 - Skimming of debris from the pool surface
 - Brushing the walls and tiles
 - Vacuuming the pool floor
 - Checking and balancing water chemistry (chlorine, pH, alkalinity)
 - Cleaning the pool filters
 - Checking the pool equipment for proper functioning
 - Adding necessary chemicals to maintain water quality
- **Service Schedule:** Services will be performed weekly, on every **Monday**, between the hours of **7:00 AM and 12:00 PM**, unless otherwise agreed by the Parties.

2. TERM AND TERMINATION

- **Term:** The term of this Agreement shall be **12 months**, commencing on the Effective Date and continuing until **February 4, 2026**, unless terminated earlier as provided below.
 - **Renewal:** Upon expiration of the initial term, this Agreement will automatically renew for successive one-year periods, unless either Party gives written notice of non-renewal at least **30 days** prior to the expiration of the then-current term.
 - **Termination for Convenience:** Either Party may terminate this Agreement at any time by providing written notice to the other Party at least **30 days** prior to the intended termination date.
 - **Termination for Cause:** Either Party may terminate this Agreement immediately if the other Party breaches any material term of this Agreement and fails to cure such breach within **15 days** after receiving written notice of such breach.
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3. FEES AND PAYMENT

- **Standard Service Fee:**
 - The Client agrees to pay AquaClean a monthly fee of **\$1,500.00 USD** for the routine pool cleaning and maintenance services for all pools within the HOA. This fee will be billed monthly in advance.
 - **Emergency Service Fee:**
 - In the event that a pool requires emergency cleaning or repair services outside of the regular cleaning schedule (e.g., after a major storm or equipment malfunction), AquaClean will provide such services for an additional fee. The emergency service fee will be **\$300.00 USD** per occurrence.
 - **Invoicing and Payment:**
 - AquaClean will issue an invoice for the monthly service fee on the **1st of each month**. Invoices will be due and payable within **15 days** of the invoice date. If payment is not made by the due date, AquaClean reserves the right to suspend services until the outstanding balance is settled.
 - **Late Fees:**
 - Any overdue payments will be subject to a late fee of **1.5% per month** on the outstanding balance, or the maximum amount permitted by law, whichever is lower.
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4. EMERGENCY SERVICES

- **Definition of Emergency Services:** Emergency services are defined as any cleaning or maintenance service needed outside of the scheduled cleaning that is required to address immediate issues, such as significant pool contamination, storm debris, or equipment failure that may prevent the pool from functioning properly.

- **Notification of Emergency:** The Client must notify AquaClean as soon as reasonably possible in the event that emergency cleaning is required. AquaClean will respond to emergency service requests within **24 hours**.
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5. CLIENT OBLIGATIONS

The Client agrees to:

- Provide AquaClean with access to the pool area during the scheduled service times, including access to all pool equipment and utilities (water, electricity, etc.).
 - Notify AquaClean promptly of any pool equipment issues, leaks, or concerns that may require attention.
 - Ensure that any pets or obstacles that could hinder the cleaning process are removed from the pool area before AquaClean arrives.
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6. SERVICE PROVIDER OBLIGATIONS

AquaClean agrees to:

- Perform the services as outlined in this Agreement in a professional and workmanlike manner.
 - Use appropriate and safe equipment and chemicals for pool cleaning.
 - Provide emergency services within the specified timeframe when necessary.
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7. INSURANCE AND INDEMNIFICATION

- **Insurance:** AquaClean agrees to maintain general liability insurance in an amount not less than **\$1,000,000** per occurrence to cover any damage caused during the provision of services.
 - **Indemnification:** AquaClean shall indemnify and hold harmless the Client, its officers, employees, and agents from any claims, losses, or damages arising out of AquaClean's performance of its services under this Agreement, except to the extent caused by the Client's negligence or willful misconduct.
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8. LIMITATION OF LIABILITY

In no event shall AquaClean be liable for any indirect, special, incidental, or consequential damages arising out of or in connection with this Agreement, including but not limited to lost profits, loss of use, or business interruptions. AquaClean's total liability for any claims shall not exceed the amount of fees paid by the Client to AquaClean during the **three-month period** immediately preceding the event giving rise to the claim.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of **Florida**, without regard to its conflict of law principles.

10. DISPUTE RESOLUTION

Any disputes arising out of or related to this Agreement shall be resolved through **binding arbitration in Miami, Florida**, under the rules of the American Arbitration Association (AAA). The decision of the arbitrator shall be final and binding.

11. MISCELLANEOUS

- **Force Majeure:** Neither Party shall be liable for failure to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of nature, strikes, or governmental actions.
 - **Entire Agreement:** This Agreement, together with any exhibits or schedules attached hereto, constitutes the entire agreement between the Parties and supersedes any and all prior or contemporaneous understandings or agreements, whether written or oral, relating to the subject matter hereof.
 - **Amendments:** No modification of this Agreement shall be valid unless in writing and signed by both Parties.
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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

AquaClean Pool Services, Inc.

By: _____

Name: John Waters

Title: CEO

Date: _____

Sunny Meadows HOA

By: _____

Name: Susan Harris

Title: HOA President

Date: _____

Exhibit A – Fee Structure

Service	Monthly Fee (USD)	Description
Routine Pool Cleaning	\$1,500	Weekly cleaning and maintenance for all pools
Emergency Service	\$300 per occurrence	Additional charge for emergency cleaning or repair services outside of the regular schedule