

123 Village Forest Drive
Smithville, TX 78957
info@swim-texpoolservice.com
www.swim-texpoolservice.com

This Agreement is made this day between SWIM-TEX POOL SERVICE (hereinafter "Swim-Tex") and Indian Lake Owners Association, (hereinafter "Customer") for services to be provided at 298 Big Bow (P O Box 808) (Street Address), Smithville (City), TX, TX (Zip), 78957 (Cell#) (512) 237-8500 (Home#).

The Parties agree that **Customer** has contracted with Swim-Tex to perform pool and/or spa maintenance at the address specified above. The Parties agree that this is a monthly Service Contract and **Customer** agrees to pay **Swim-Tex** monthly in advance of the services to be provided that month. The Parties agree that in the event Customer fails to pay in advance of service being provided as required by this Agreement, the contract shall be suspended and/or terminated.

1. Service Frequency and Fees: Swim-Tex will provide pool service once a week at the Customer's address stated above. **Customer** agrees to pay a monthly pool service fee of \$ 450.00 plus tax in advance each month for the service. The designated date of service each week is Monday, but could be subject to change.

The Parties agree that circumstances can arise that affect or prevent Swim-Tex from performing pool and/or spa maintenance such as the weather, an illness, or a holiday. In such event, Swim-Tex may elect to postpone pool and spa service for one week, not to exceed 5 weeks each year. However, in no event shall pool and spa service be provided during the weeks of Thanksgiving and Christmas.

In the event of inclement weather on the scheduled date of service, the pool and spa will be cleaned to the extent weather permits and only chemicals will be added.

Customer must ensure Swim-Tex has access to the service area on the scheduled service day, including: gate entry codes, lock combinations, security guard verification, and pets relocated from pool/spa area. If Swim-Tex is unable to access the service area for any reason, services will not be performed that week and Customer shall not be entitled to a credit.

Vacation/Holidays: Swim-Tex will be closed and service will not be provided as follows: 1) Two weeks TBD (Customer will be notified of the week in advance), 2) Thanksgiving week, and 3) Christmas week. These dates are already accounted for in calculating the monthly service fee. Therefore, no credit is due. In the event of an emergency, Swim-Tex will make every effort to return your calls and answer emails. Emergency services are provided at a separate agreed upon rate quoted on a case by case basis.

2. Services: Swim-Tex shall provide the following services each week:

- Pool vacuumed as needed
- Pool surface skimmed as needed
- Filter backwashed as needed
- Leak baskets cleaned
- Pump baskets cleaned
- Pool equipment operation inspected
- Pool walls, floor, and tile to be brushed as needed
- Water tested and balanced each week

Customer is responsible for water levels during the week. Recommended water level is **MID-TILE**. All chemicals used during weekly service are included in the monthly service fee. Filter cleaning is NOT included in monthly service and will only be cleaned as needed, unless extra service is required. Filters **MUST** be properly maintained in order for Swim-Tex to perform proper maintenance service. All standard service is billed at a rate of ½ hour, and any additional labor charges will be billed at a rate of \$18 per each additional 15 mins. I.E. Storm Cleanup, Excessive Debris, and any other situations out of the normal scope of work for your swimming pool.

3. Repairs: Repairs are not included in the monthly service fee. Repairs under \$50 will be performed immediately and charged separately to the Customer. Repairs greater than \$50 shall require Customer authorization in advance of the repair.

4. Pricing: Customer agrees to pay Swim-Tex the monthly service fee stated above **as well as any additional costs that may be incurred for repairs or services that are in addition to the services specified in paragraph 2 above. Additionally, Customer shall incur an additional charge of \$85.00 filter cleaning.**

5. Payment: Swim-Tex accepts Credit Card and ACH payment only, subject to change. Each monthly payment must be received by Swim-Tex, in full, before the **FIRST** scheduled service for that month. Swim-Tex will send out monthly service invoice one week prior to the first of the month. For example, the monthly payment for October service must be received by Swim-Tex before Customer's first scheduled service for October.

If the card on file does not cover payment of the monthly service fee, and any additional charges that may become due and payable, Customer shall be in default. In the event of default, services will be postponed and Customer will assessed a late fee penalty of \$25. If Customer fails to cure the default, the Parties agree that Swim-Tex shall suffer

liquidated damages as a result of the Customer's default in the amount of \$15 per week. Customer agrees that the liquidated damages are in addition to the monthly service fee that remains due and payable and are intended to compensate Swim-Tex for damages suffered as a result of the inability of Swim-Tex to anticipate Customer's default and immediately fill the void created by the default with a new customer.

Credit Cards will be left on file and automatically deducted each month. There is a 5% convenience charge on all payments over \$275 made via Credit Card.

6. Card On File

ALL credit card information will be kept on file and held for use by Swim-Tex only. By providing this information and your signature below, Customer is authorizing Swim-Tex to charge the Card on File for all services provided to Customer by Swim-Tex pursuant to this Pool Service Agreement.

7. Disclaimer: Swim-Tex shall not be responsible for any damage to property due to acts of nature, fire, vandalism, misuse, or abuse. Customer should be aware of normal deterioration of equipment that occurs over time due to exposure to chemicals, sunlight, and, in some cases, other corrosive materials (i.e. salt). The **CUSTOMER** is responsible for maintaining correct water level at all times. Also, **Swim-Tex** is not responsible for any damages or deterioration caused by failure of a Customer to perform other services recommended by Swim-Tex, or by failure of Customer to properly maintain pool and equipment between visits.

8. Termination: The Parties agree that this Agreement is a monthly service agreement that continues from month to month until terminated. The Agreement may be terminated by either Party. However, the Parties further agree that Customer shall give Swim-Tex thirty (30) days advance written notice of Customer's termination of this Pool Service Agreement. Such written notice may be delivered in person, by email, or at the offices of Swim-Tex.

9. Mediation: The Parties agree that any future disputes between them arising under this Agreement shall be submitted to a half day mediation before a former or retired Travis or Bastrop County District Judge or an agreed upon mediator. The mediation shall take place in either Travis County or Bastrop County, Texas. This Agreement shall be construed and is governed under the laws of the State of Texas.

Customer Signature: Connie Skoruppa McDonald **Printed Name:** Connie Skoruppa McDonald

Date: 21 June 2023 **E-Mail:** connielmcdonald@msn.com