



ANCHOR AQUATICS

3642 Solomon's Island Road
Edgewater, MD 21037
410.956.0744

SWIMMING POOL SERVICE CONTRACT

THIS AGREEMENT, dated this 17th day of September 2020, by and between ANCHOR AQUATICS, INC., hereinafter referred to as "CONTRACTOR" and Symphony Village hereinafter referred to as "OWNER", to provide service by the CONTRACTOR of the OWNER'S swimming pool located at 100 Symphony Way, Centerville, Maryland.

WHEREAS, the OWNER desires the services of the CONTRACTOR to assist in operating the swimming pool(s) described above, and the CONTRACTOR is willing and able to provide such services, the parties agree to enter into an agreement with respect to the 2021 season, and all seasons following under a contract extension, under the following terms and conditions:

SECTION 1. – ANNUAL POOL STANDARD SERVICE:

Indoor Pool & Spa

The CONTRACTOR will complete the following services, during the month of August, on the indoor pool and spa:

- A. Drain, acid clean, and re-fill indoor pool and spa one time annually. (water at OWNER'S expense).
- B. Complete check of all plumbing and filtration equipment.
- C. Cooperate with any contractor in readying pool for operation.
- D. Furnish necessary chemicals for operation of pool.
- E. Schedule and be present at annual Health Department Inspection as required for opening of pool.
- F. Assist OWNER in obtaining all necessary operating permits with OWNER responsible for payment of fees and costs.
- G. Inspect pool equipment and list parts and repairs needed for continued operation.

The OWNER will be responsible for the following items:

- A. Complete all building repairs such as broken windows, doors, partitions, fixtures, tile, and drywall.
- B. Check out electrical systems and repair as necessary. Supply and install light bulbs as necessary.
- C. Provide working locks on all doors and gates, and provide CONTRACTOR with three (3) complete sets of keys.
- D. Have working telephone allowing unlimited local calls hooked up by May 1. The CONTRACTOR is not responsible for any telephone fees. It is recommended that a long distance and 900 blocks be put on all pool phone lines.
- E. Furnish adequate First-Aid supplies by May 1 and throughout the season as necessary as required by state and county health departments.

SECTION 2. – OPENING POOL STANDARD SERVICE:

Outdoor Pool

The CONTRACTOR will prepare the swimming pool for opening by completing the following services:

- A. Drain, acid clean, and re-fill outdoor pool one time if necessary (water at OWNER'S expense).
- B. **On or after April 13th** - Remove and store on OWNER'S property pool cover if applicable.
- C. Complete check of all plumbing and filtration equipment.
- D. Mount ladders.
- E. Backwash and vacuum pool as necessary in order to have pool ready for operation.
- F. Have pool ready for operation by opening date.
- G. Cooperate with any contractor in readying pool for operation.
- H. Furnish, store and inject necessary chemicals for operation of pool.
- I. Schedule and be present at Health Department Inspection as required for opening of pool.
- J. Assist OWNER in obtaining all necessary operating permits with OWNER responsible for payment of fees and costs



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The OWNER will be responsible for the following items:

- A. Complete all building repairs such as broken windows, doors, partitions, fixtures, tile, and drywall.
- B. Check out electrical systems and repair as necessary. Supply and install light bulbs as necessary.
- C. Provide by April 1, at the pool, a means for debris removed from the pool during acid wash to be disposed.
- D. Remove leaves and other debris from pool area by April 1.
- E. Provide working locks on all doors and gates, and provide CONTRACTOR with three (3) complete sets of keys.
- F. Have working telephone allowing unlimited local calls hooked up by May 1. The CONTRACTOR is not responsible for any telephone fees. It is recommended that a long distance and 900 blocks be put on all pool phone lines.
- G. Furnish adequate First-Aid supplies by May 1 and throughout the season as necessary as required by state and county health departments unless otherwise agreed with CONTRACTOR to supply in further agreements

SECTION 3. – CHEMICALS:

The Contractor will supply all chemicals necessary to test and maintain water chemistry for the operation of the pool(s) including chlorine, pH, total alkalinity, and calcium hardness. Payment for all other chemicals will be the sole responsibility of the OWNER.

SECTION 4. - STANDARDS OF MAINTENANCE:

The CONTRACTOR will maintain the swimming pool in a clean and sanitary condition. The CONTRACTOR will be responsible for maintaining and operating the swimming pool in conformity with State and Local Health Department standards. The CONTRACTOR will supply all certificates and permits required by local health departments and other regulatory bodies necessary for the operation of the swimming pool, provided, however, that all permits obtained by the CONTRACTOR will be at the expense of the OWNER.

SECTION 5. – POOL OPERATION:

The Contractor will provide the following services for the actual operation of the pools:

- A. CONTRACTOR will conduct one (1) weekly visit, randomly or upon request, to the pool location to check on the operation of the pool(s).
- B. CONTRACTOR will vacuum the outdoor pool once weekly between Memorial Day and Labor Day.
- C. The Contractor will provide verbal consultations as necessary with the OWNER and his/her staff.
- D. The CONTRACTOR will advise and assist the OWNER's staff in maintaining the swimming pool in a clean and sanitary condition
- E. The CONTRACTOR will advise and assist in maintaining and operating the swimming pool in conformity with State and Local Health Department standards.
- F. Operate filter equipment in accordance with Health Department requirements.
- G. The CONTRACTOR will supply all certificates and permits required by local health departments and other regulatory bodies necessary for the operation of the swimming pool, provided, however, that all permits obtained by the CONTRACTOR will be at the expense of the OWNER.

SECTION 6. - CLOSING OF POOL:

In the event that the pool is closed during the swimming season because of some condition or circumstance, which was not the result of any fault, negligence, or failure of the controlling CONTRACTOR, this agreement shall remain in full force and effect, and CONTRACTOR shall be entitled to any and all fees outlined herein.

SECTION 7. - REPAIRS TO EQUIPMENT:

The CONTRACTOR will perform minor adjustments to equipment during weekly visits as part of the basic maintenance service. CONTRACTOR will arrange for the repairs and/or replacement of defective, worn, or damaged equipment at OWNER'S request. All repairs needed to render the pool in operational condition will be made at OWNER'S expense. A set labor rate of \$120.00 per man hour shall remain in effect for all repairs by the CONTRACTOR and his employees during the duration of this contract. Work or repairs subcontracted by the CONTRACTOR are not bound by this labor rate.



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SECTION 8. - WINTERIZING POOL STANDARD SERVICE:

Outdoor Pool

At the end of the swimming season, as herein specified, or as extended by mutual agreement between parties, the Contractor will winterize and close the pool, and perform the following services:

- A. Lower water level a minimum of 18" below tile line.
- B. Install OWNER'S pool cover if applicable.
- C. Drain all pool pumps.
- D. Drain all pool plumbing that requires draining and that are drainable.
- E. Backwash and drain all filters.
- F. Remove and store ladders and other moveable equipment.
- G. Clean and store all vacuuming equipment.
- H. Remove and store all skimmer baskets and floats.
- I. Circulate clean water through chemical feeders and drain.
- J. Drain all lines and fixtures in the bathhouse and add antifreeze to fixtures.
- K. Store all first-aid and test equipment.
- L. Inspect pool equipment and list parts and repairs needed for next season's operation.
- M. Conduct monthly inspections throughout the winter (December – February) and notify OWNER of any problems observed.

CONTRACTOR will not be responsible for freeze damage from electrical failure, pipe or valve failure, pipes below drain points, or when water cut off is inaccessible.

SECTION 9. - INSURANCE:

Comprehensive General Liability Insurance shall be maintained by the CONTRACTOR to cover accidents and injuries directly due to the negligence of CONTRACTOR or its employees, that may be sustained by any members or patron of the pool, within areas supervised by CONTRACTOR during contracted pool hours.

It is expressly agreed and understood between OWNER and CONTRACTOR that the CONTRACTOR shall not, under any circumstances, be liable or responsible to any person for any loss, injury, and or damage, including death, or for claims for damages for real or personal property which may arise either out of or during operations under this contract, unless such injury or damage shall be caused by or due to the direct negligence of the CONTRACTOR or one of its employees acting in the scope of their employment. CONTRACTOR specifically excludes himself and his employees from all responsibility whatsoever, as to any injuries, including death, or damage to real or personal property, which may result from or be caused in any way by individual or individuals who are not in his employ, or who contribute to the injuries or damages sustained by virtue of their negligence, lack of care, or intentional acts. CONTRACTOR is also exempt from liability due to mechanical failure of equipment, damage to the pool due to faulty construction, defective workmanship, or hydrostatic conditions. OWNER agrees to indemnify and hold CONTRACTOR harmless for any and all damages, losses, judgments, claims, and expenses, including attorney's fees, arising out of use, operation, and/or maintenance of the property by OWNER or its agents, servants, and/or employees, guests, licensees, trespassers, and/or contractors.

CONTRACTOR will carry the required Workman's Compensation Insurance as required by the State of Maryland.

SECTION 10. - UTILITIES:

The OWNER shall furnish at his expense all utilities including but not limited to water, electricity, gas, and telephone service.

SECTION 11. - COMPENSATION TO CONTRACTOR:

- A. For the services hereinafter set forth the Owner shall pay the Contractor the sum total of Twenty-three thousand three hundred seventy and 00/100 Dollars (\$23,370.00), in accordance with the following schedule, time being of essence:



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January 1, 2021	<u>-\$1,953.00</u>	May 1, 2021	<u>-\$1,947.00</u>	September 1, 2021	<u>-\$1,947.00</u>
February 1, 2021	<u>-\$1,947.00</u>	June 1, 2021	<u>-\$1,947.00</u>	October 1, 2021	<u>-\$1,947.00</u>
March 1, 2021	<u>-\$1,947.00</u>	July 1, 2021	<u>-\$1,947.00</u>	November 1, 2021	<u>-\$1,947.00</u>
April 1, 2021	<u>-\$1,947.00</u>	August 1, 2021	<u>-\$1,947.00</u>	December 1, 2021	<u>-\$1,947.00</u>

- B. OWNER'S failure to make any payment when due may be cause for CONTRACTOR to discontinue services.
- C. It is agreed and understood that in the event that any sums of money which are due the CONTRACTOR under the terms of this agreement are not paid in full by the OWNER within thirty (30) days subsequent to the receipt of an invoice for the same, said sum shall bear interest at the rate of one and a half per cent (1 ½ %) per month.
- D. Either party may cancel this agreement, provided there is a thirty (30) day notice in writing, prior to cancellation.

SECTION 12. - RIGHT TO VOID:

The CONTRACTOR has the right to void this agreement if the OWNER does not sign it and return an original copy to the CONTRACTOR within 30 days after the date of this agreement.

SECTION 13. – CONTRACT EXTENSION

This agreement shall automatically renew on the same terms and conditions herein at the contract amount in effect for the immediate preceding year, plus an amount not to exceed ten percent (10%) thereof, at the sole option of the CONTRACTOR. CONTRACTOR shall provide OWNER with written notice of the renewal contract price and payment schedule on or before October 15, of the current year. In the event the owner desires not to renew and extend this agreement as provided herein, OWNER shall provide CONTRACTOR with written notice thereof on or before December 1, of the year the contract is to renew. Unless otherwise agreed to by OWNER and CONTRACTOR in writing, the terms of this agreement shall apply to all extensions and renewals hereof.

SECTION 14. – FURTHER AGREEMENTS

The 2020 outdoor pool season shall be May 29, 2021 through September 20, 2021.

Contractor agrees to provide by request one (1) Pool Operator Certification training and one (1) Pool Operator Recertification training annually as part of this agreement. On site consults can be provided upon request.

Contractor agrees to check in Symphony Village staff at the front desk during each weekly service visit.

Contractor agrees to meet with Symphony Village representatives upon request to review contractor performance and swimming pool needs.



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IN WITNESS WHEREOF, the parties hereto have signed this agreement by their duly authorized representatives, on the date below indicating this contract to be in full force and effect from that date.

DATED: 9/28, 2020

OWNER / REPRESENTATIVE

By: 

By: R.W. Nilsson

ANCHOR AQUATICS, INC

Lee Jenkin

By: _____

Lee Jenkin

By: _____

Joe R. Ruddle

Digitally signed by Lee Jenkin
DN: CN = Lee Jenkin email =
lee@anchoraquatics.com C = US O =
Anchor Aquatics, Inc.
Date: 2020.09.17 16:48:24 -0500