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[www.millerpools.com](http://www.millerpools.com)

January 16, 2013

BellaVita Clubhouse  
Fred Fargo & Benny Frank BellaVita H.O.A.  
Nancy Triggs  
1548 N. Riviera Circle  
Pearland, TX 77581

Dear Fred, Benny & Nancy,

Thank you for the opportunity to bid on the maintenance for the pools for 2013.

As a Miller Pools route customer we will take additional precautions that are within our control, at preserving the plaster and equipment.

Any damage caused to the plaster or equipment due to Miller Pools neglect or not properly maintaining the chemicals will be covered under our warranty.

Damage caused by others or normal use is not covered by any warranty.

This proposal will include the main swimming pool, spa, water fountain between clubhouse & main pool and the fountain located in front of the clubhouse.

The price for the maintenance for 2013 is as follows:

Service for April 2013 thru October 2013

Monthly Maintenance Fee (twice a week service)..... 2,000.00

Sales Tax..... 165.00

**Total per month..... 2,165.00**

Service for January, February, March, November & December 2013

Monthly Maintenance Fee (twice a week service)..... 1,500.00

Once per week service on main pool

Sales Tax..... 123.75

**Total per month..... 1,623.75**

If requested full service can begin in March each year.

Miller Pools agrees to service the swimming pool , spa & (2) fountains at the above location twice per week (Monday & Thursday) and will provide the following services:

1. Skim pool surface; hose or leaf vacuum bottom.
2. Empty skimmer and pump baskets.
3. Brush tiles and walls as necessary.
4. Backwash filters as needed.
5. Test chlorine, pH and alkalinity levels.
6. Adjust chlorine, pH and alkalinity levels.
7. Perform complete water analysis every (3) months, or as necessary
8. Check equipment for leaks and/or malfunctions.
9. Bag trash and debris.

**EQUIPMENT AND CHEMICALS** MILLER POOLS will provide all maintenance equipment and chemicals necessary to perform above services.

**CODE STANDARDS** Miller Pools will regularly check and maintain all safety equipment, customer to pay for any replacement equipment needed. Insure all gates are properly functioning. Regularly inspect the area to insure all is up to proper code. Code Violations & Safety Equipment failure repairs will be paid by customer. Safety Equipment failures and code violations will be the responsibility of customer, to report to Miller Pools ASAP, so repairs can be scheduled as quickly as possible. **The pool area must be immediately closed, once any violations are discovered, and not open to the public until all safety equipment and code violations are repaired or corrected. Pools & Safety Equipment must at all-time meet required codes. Miller Pools will report to customer any violations or failures at time of discovery.**

**MINOR EQUIPMENT REPAIRS** CUSTOMER hereby authorizes MILLER POOLS to replace, as needed, miscellaneous parts & labor costing \$150.00 or less per month in order to keep the pool operating properly and safely.

**MAJOR EQUIPMENT REPAIRS** MILLER POOLS agrees to notify CUSTOMER of any major leaks, irregularities, or malfunctions which affect the proper operation of the pool.

**HOLIDAYS** Pools will not be serviced on standard holidays. An alternate day will be scheduled for service.

**EMERGENCY SERVICES** This Maintenance Agreement does not cover additional cleaning requested by customer, emergency trips or chemicals needed to correct problems caused by acts of God, vandalism, or any other damage beyond MILLER POOL'S control.

**RAIN DAYS** On rain days, pools will be visited, but may not be completely cleaned. No credit will be given to a CUSTOMER's account for these visits. Make up visits will be scheduled, upon CUSTOMER's request at no charge.

**LOCKOUTS** Follow up visits due to lockouts is subject to a \$25.00 charge.

**SERVICE PERIOD** The period of pool service is from Februarys 1, 2013 to January 31, 2014

**INVOICING AND PAYMENT** In consideration for the services to be performed by MILLER POOLS, according to the terms of this agreement, CUSTOMER agrees to pay MILLER POOLS at the agreed rate per month, plus State sales tax. Invoices are billed on the 15<sup>th</sup> of each month and payment is due by the 30<sup>th</sup> day of the service period. CUSTOMER checks returned for insufficient funds shall be charged an additional \$25.00 as a return check handling fee.

**LATE PAYMENT CHARGE** Payments not received by the 30<sup>th</sup> day of the service period will be assessed late charges of 5% of invoice, and CUSTOMER agrees to pay this late charge if assessed.

**SERVICE TERMINATION** Accounts not paid-in-full by the end of the service period are subject to immediate termination of service.

**CANCELLATION OF SERVICE** This agreement may be cancelled by either party with a 30 day written notice of their intent to cancel this agreement. All outstanding invoices must be paid in full at time of cancellation.

Please do not hesitate to contact me with any questions you might have regarding this proposal. I appreciate your business and look forward to working with you.

Sincerely,

*Michael Miller*

Michael Miller

ACCEPTED AND AGREED to this 25<sup>th</sup> day of January, 2013.

BY: *Ronald H. Ische*  
President, BellaVita H.O.A.

BY: *William B. ...*  
~~Treasurer~~, BellaVita H.O.A. *2-14-13*  
*V.P.*

"TICL" #298

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