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www.millerpools.com

December 20, 2013

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

Dear Fred & Benny,

Thank you for the opportunity to bid on the maintenance for the pools. Miller Pools would like the opportunity to continue the regular maintenance at your facility.

As a Miller Pools remodel 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 is as follows:

Pool Service for April thru October

Monthly Maintenance Fee (twice a week service).....	2,000.00
Sales Tax.....	165.00
Total per month.....	2,165.00

Pool Service for November thru March

Monthly Maintenance Fee (once a week service).....	1,500.00
Sales Tax.....	123.75
Total per month.....	1623.75

Miller Pools agrees to service the swimming pool at the above location twice per week, during swim season (Monday & Thursday) once a week on Friday during off season and will provide the following services:

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

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 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.

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

SERVICE PERIOD The period of pool service is from January 1, 2014 to December 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 15th of each month and payment is due by the 30th 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 30th day of the service period will be assessed late charges at maximum allowed by law, 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. If service is terminated, a rebalance/cleanup charge may be necessary if service is reinstated.

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.

DEPOSIT A deposit equal to one month fee plus tax is required and completely refundable at time of termination, as long as there are no outstanding balances on the account.

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 22 day of January, 201~~3~~⁴.

BY: *Ruth Southard*
Fred Fargo of Benny Frank BellaVita H.O.A. *Ruth Southard, President HOA*
Marc R Wormser *MARC R WORMSER, TREAS*

"TICL" #298

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TDLR regulation limited to electrical work only.