



B. Cole & Associates, Inc.
Pool Management Company
2 Wilderness Trail
Friendswood, Texas 77546
Office 281-648-3349
Cell 281-433-9923
Fax 281-648-1979

This contract is made and entered into by and between B.Cole & Associates and Club BellaVita at Green Tee. B.Cole & Associates will be called "Contractor" and BellaVita at Green Tee will be called the "Client"

TERMS OF CONTRACT

The terms of this contract shall be for a period of one-year beginning January 1, 2011 and continuing through December 31, 2011.

This contract consists of four separate bodies of water.

1. Main swimming pool located behind the clubhouse.
2. Front water fountain located at the front of the clubhouse.
3. Water fountain located between clubhouse and swimming pool.
4. Hot tub swimming pool located between main pool and clubhouse.

REQUIRED PERSONNEL

This is a maintenance only contract.

In consideration of the mutual undertakings of the parties hereto, it is agreed by and between such parties as follows:

CONTRACTORS DUTIES:

1. Swim Season Duties
 - A. Maintain a safe chlorine residual and PH level of pool water.
 - B. Treat pool water with necessary chemicals to maintain proper levels on sanitation, PH, alkalinity, calcium hardness, and stabilizer. Furnish, deliver, and apply all necessary chemicals.
 - C. Skim water surface to remove all floating matter and clean skimmer baskets as necessary.
 - D. Brush walls of swimming pool as necessary.

- E. Clean tiles in pool as necessary.
- F. Vacuum pool as often as necessary.
- G. Check pumps, strainers, and filters and clean when necessary. Keep filters backwashed as needed.
- H. Maintain all safety and maintenance equipment and store in their proper location.
- I. Check ladders and pool furniture weekly.
- J. Check gates to make sure they function properly when inspecting pool.
- K. As necessary, pool will be super chlorinated.
- L. Notify Client, as the need for the Client to provide necessary equipment or service that the Contractor is not obligated to provide as part of the basic services.

2. OFF SEASON DUTIES

- A. Maintain and monitor proper chemical levels.
- B. Make on-site inspections weekly.
- C. Check gates to make sure they function properly when inspecting pool.
- D. Vacuum or clean pool as necessary.
- E. Check and empty skimmer baskets on every inspection.
- F. Check pumps, strainers, and filters on every inspection and clean when necessary.
- G. Clean and maintain pool facility.
- H. Make every attempt to protect pool equipment and the house area from freezing by turning off water supply and draining where applicable. Contractor provides initial winterization. Additional trips to winterize facility will be billed as service calls.
- I. Contractor cannot assume responsibility for damages caused by vandalism, fire, theft, of acts of god.

CLIENTS DUTIES

- 1. Provide and maintain a telephone.
- 2. Provide and maintain a general pool rule sign with a notification of an emergency contact number.
- 3. Agrees to support contractor in the enforcement of all pool rules and regulations. Enforcement may include temporary or permanent expulsion from the pool, pool are, and general premises, any person who fails to comply with any safety rule or regulation or threatens bodily harm or physical damages to personal property of any B. Cole & Associates employee.
- 4. Provide and maintain adequate safety equipment.
- 5. Provide all necessary maintenance and cleaning equipment.
- 6. Mow grass and maintain landscaping.
- 7. Insure swimming facility, physical structure; meet all applicable codes and standards.
- 8. Establish all rules and fees for admission.

EXTRA SERVICES AND REPAIRS

It is understood and agreed that the contractor will supply all necessary personnel and chemicals to provide the services required by this contract for the basic fee; but that all other materials, services and repairs (including preventative maintenance over and above the maintenance in the basic services) will be provided by the Contractor and shall be charged to the Client. It is also understood that equipment breakdowns cannot always be

foreseen. During any repairs (contracted by and outside source or contractor) Contractor will make reasonable effort to maintain water balance or pool maintenance, to the extent reasonably allowed by the work. Contractor agrees to balance all readings of chemicals to a proper and safe level for swimmers within a reasonable time once repairs have been completed. Should additional services or an unusual amount of chemicals be required to restore the pool to pre-construction condition, the cost of these services and chemicals will be the responsibility of the Construction Company or Client. The Contractor shall be responsible for and have authority to obtain the repair of the pool and replace or repair the pool equipment belonging to the Client, for a cost up to \$ 100.00 per month without the approval of the Clients agent. For repair cost exceeding \$ 100.00 a month, approval will be sought of the Clients board or its authorized agent/representative. Such items will be billed separately to the Client after the repairs are completed. The Client may require that the work be done by the Clients operator or by other parties, in which case the contractor will not be responsible.

INSURANCE

Contractor will provide the minimum insurance coverage at no additional cost to the Client. This insurance will be a general liability insurance that will cover B. Cole & Associates for up to \$ 1,000,000.00.

B. Cole & Associates is insured with \$ 1,000,000.00 of general liability insurance.

Payment Schedule:

January	2011	1,065.00
February	2011	1,065.00
March	2011	1,065.00
April	2011	1,065.00
May	2011	1,065.00
June	2011	1,065.00
July	2011	1,065.00
August	2011	1,065.00
September	2011	1,065.00
October	2011	1,065.00
November	2011	1,065.00
December	2011	<u>1,065.00</u>
 Total		 12,780.00

Manager: B. Cole & Associates
 Bill Cole
 2 Wilderness Trail
 Friendswood, Texas 77546

Association: Board Representative
 Bella Vita at Green Tee
 1548 North Riviera
 Pearland, Texas 77581

Bill Cole 12-15-10

R.H. Gerlach 11/17/10
[Signature] 11/17/10