



**CARIBBEAN
POOL SERVICE**

4541 Raceway Drive

Concord, North Carolina 28027

704/795/7665

Automated Chemical Services

This AUTOMATED CHEMICAL SERVICE AGREEMENT (hereinafter referred to as the "Agreement"), entered into an effective as of the date indicated as the Effective Date of Agreement below, is made by and between Caribbean Pool Service, Inc., a North Carolina Corporation (hereinafter referred to as "Caribbean Pool") and Town of Landis (Hereinafter referred to as the "Facility").

Caribbean Pool is in the business of installing and maintaining water chemistry controlling Monitors (the "Monitors") and providing the chemicals (chlorine, acid for pH, sodium bicarbonate, calcium, stabilizer, test strips, algaecide, clarifier, enzyme water cleaner and phosphate remover) necessary to properly maintain waters held in swimming pools and other water containing structures in a sanitary state (the "Chemicals").

The Facility is desirous of engaging Caribbean Pool to install and maintain such Monitor(s), to provide the chemicals located at the address or addresses indicated below (the "Premises") and Caribbean Pool is desirous of being so engaged pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual, conditions, and agreements herein contained, the parties hereto do mutually and agree as follows:

Name & Address of Facility: Town of Landis
301 W Rice Street
Landis, NC 28088

Billing Address: Town of Landis
301 W Rice Street
Landis, NC 28088

Phone: 704-857-4114

Effective Date of Agreement: January 1, 2024 to December 31, 2024

Monthly Payment: \$600.00 X 12 Months Starting January 1, 2024

Total Yearly Cost: \$7,200.00 Plus applicable taxes

Number of System(s): 1 (Controllers = 1 Feed Pumps = 2)

Special Notes:

- A.** The Facility will be billed for excessive use of chemicals due to failure to add required chemicals supplied by Caribbean Pool, maintaining controller adjustments or for any use other than maintaining chemical balance as specified by Caribbean Pool. (Examples include, but not limited to, failure to add stabilizer, running chlorine at 5 ppm or 10 ppm causing excessive and unneeded chemical use.) Any unauthorized use of chemicals outside of the Facility will be billed to the Facility.
- B.** It will be necessary for a staff member at the Facility to test and record alkalinity and stabilizer twice weekly (Monday and Friday) and add as needed sodium bicarbonate and cyanuric acid. Spas will require daily check and balance and alkalinity maintained.
- C.** **The Facility acknowledges that pursuant to N.C.G.S. 130A-282, and 15A NC ADC 18A.2535 that daily written records shall be recorded by the Facility staff of the disinfectant residual in the pool, chlorine level, pH level, water temperature if pool is heated, and any chemical additions and filter backwash cycles and kept for a minimum of six months.**
- D.** It is the responsibility of maintenance at the Facility to make small adjustments to the controller as needed.
- E.** **A set of keys to pump room and chemical room will be required for the Facility.** Keys will be left on property in a lock box.
- F.** Being locked out of Facility or being denied access to deliver chemicals in a timely manner requiring additional trip is an additional charge.
- G.** It is the responsibility of the Facility to check and advise Caribbean Pool within **72 business hours** of chemical drums being low and before they run out. Emergency deliveries will be charged.
- H.** Controller System(s) may lose power because of loss of pressure due to poor pool circulation, poor filtration, or electric outlet. All service calls for this will be billed. Any service calls for the controller will be billed if the call is the result of the proper chemicals not being added to water to maintain proper levels.
- I.** We provide chemicals for pool start up only once. You will be billed for chemicals if pool is drained more than once.
- J.** NOTE: If any special permits are required from fire or like agencies, any and all cost associated with such permits will be the responsibility of the Facility.

1. Services of Caribbean Pool. Installation and Maintenance of Monitor(s) and chemicals. Caribbean Pool shall install and maintain the Monitor(s) indicated herein above and the Chemicals (chlorine, acid for PH, sodium bicarbonate, calcium, stabilizer, algaecide, clarifier, enzyme water cleaner and phosphate remover), necessary to effectively maintain the swimming pool(s) of the Facility in a proper fashion. Caribbean Pool shall be solely responsible for the maintenance of such Monitor(s) and shall keep such Monitor(s) in proper working order at all times. Caribbean Pool will also provide, on a regular schedule, chemical delivery and chemical checks. Any additional work to be performed by Caribbean Pool will be agreed to in an addendum attached hereto as Exhibit A.

2. Term & Payment. The term of this Agreement shall commence on the effective date indicated herein above and shall continue for 12 consecutive months. Payment of each installment of the Monthly Payments shall be due and payable on the first day of each month, in advance. Payment terms are Net thirty (30) days with late payments subject to one and one half (1 ½ %) percent interest rate per annum. Caribbean Pool reserves the right to terminate this agreement if scheduled payment is more than forty five (45) days past the date of scheduled payment without written notice to the Facility. In addition, Caribbean Pool may give notice during contract period, of a price increase, fuel charge, if its cost to deliver increases above its cost of goods sold. The contract is accepted by the Facility in writing or by paying any payment due under the new contract year.

- 3. Automatic Renewal.** This Agreement will automatically renew for 12 additional months unless notified in writing thirty (30) days prior to termination of the Agreement, pursuant to the Notices provision of this contract, and an increase of no more than 15% per year. The contract and automatic renewal is accepted by the Facility in writing or by paying any payment due under the new contract year. If Facility so elects, after the initial 12 month term, it can notify Caribbean Pool of its desire to go to a month to month term, which can be terminated at any time upon 30 days written notice. In the event Facility decides to terminate the contract, it agrees to pay all amounts due and owing for services and product rendered pursuant to this Agreement.
- 4. Representations and Warranties.** Caribbean Pool makes no representation or warranties with respect to the use of the Monitor(s), nor the Chemicals, including, without limitation, their suitability for the Facility's swimming pool(s), spa(s) or freedom from defects and will in no event assume any responsibility or liability arising out of use or misuse of the Monitor(s) or the Chemicals, including, without limitation, liability for any direct, incidental or consequential damages or losses resulting from the use of the Monitor(s) and Chemicals. The Facility agrees to indemnify and hold Caribbean Pool, and its officers, agents and employees, harmless for any and all injuries or damage caused by Monitor(s) and Chemicals.
- 5. Ownership of Monitor(s).** Caribbean Pool is the owner of the Monitor(s). All ownership rights and title to the Monitor(s) shall belong and remain with Caribbean Pool. To evidence the Facility's acknowledgment that Caribbean Pool is the owner of the Monitor(s) covered under this Agreement, and the resulting rights of inspection and repossession of the Monitor(s) on or off of the premises of the Facilities, the Facility agrees to complete, execute and deliver to Caribbean Pool an Acknowledgment of Ownership Notice, in the form and content attached hereto as "Acknowledgment of Ownership Notice" upon execution of this Agreement. The Facility agrees not to remove the Monitor(s) from the Premises, nor tamper with Monitor(s) at any time. The Facility shall indemnify Caribbean Pool, against, and provide adequate insurance coverage for, any loss through theft or otherwise of the Monitor(s) and systems while on the premises of the Facility. In the event any employee or agent of the Facility damages any of the Monitor(s), or the pump(s) are shut off stopping water flow to the system causing damage, Caribbean Pool shall make necessary repairs to, or replacement of, any such Monitor(s) and the Facility shall immediately reimburse Caribbean Pool for all costs of repair or replacement.
- 6. Termination.** Either party, at its sole discretion, without cause and for any reason, may terminate this Agreement by giving the other party thirty (30) days written notice, pursuant to the notices provision of this contract, its desire to terminate this Agreement. **The Facility acknowledges that the services by Caribbean Pool pursuant to this Agreement are more extensive and, accordingly, more costly to Caribbean Pool, during the months of April, May, June, July, August, and September due to the heavier swimming pool demands during the summer months. The Facility further acknowledges that by Caribbean Pool providing its services under monthly installments, that no effect has been given to the more extensive costs incurred by Caribbean Pool for the summer months services. Accordingly, in the event the Facility terminates the Agreement prior to August 31 of such year, the Facility shall pay, as a termination fee, for any and all chemicals used and controller use payments to satisfy Caribbean Pool of its expenses up to this time.** Furthermore, pursuant to the "Term & Payment" section of this Agreement, the Facility agrees that if scheduled payment is more than forty five (45) days past the date of scheduled payment, Caribbean Pool may suspend services and terminate the Agreement without giving written notice to the Facility.
- 7. Additional Services on Monitor(s) or Controller System(s).** Any additional work to be performed by Caribbean Pool with this contract will be noted in an addendum and attached hereto as Exhibit A. In the event that additional services are required and requested, they will be billed separately. The hourly rate will be determined by Caribbean Pool on a per hour per person basis with time and one-half on weekends, plus the cost of parts.
- 8. Intentional and Negligent Acts by Third Parties.** The Facility assumes, and agrees to indemnify Caribbean Pool, its successors and assigns, from all liability for injuries to persons, deaths, or losses or damages of property (1) resulting from or caused by the Monitor(s), the Chemicals, the Facility's tenancy, license, occupancy, operations, acts, omissions, buildings or structures, officers, agents, employees, licensees, invitees, trespassers, in, upon or about the premises or (2) resulting to persons or property upon the premises as a result of, or caused by, intentional or negligent acts of any third parties including but not limited to those listed in (1) herein.
- 9. Notices.** Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing and unless personal delivery is effected, shall be deemed delivered when deposited in the United States Mail, postage Pre-paid, registered or certified mail, return receipt requested, addressed to the parties at the respective addresses set forth herein or at such other, addresses as may have been theretofore specified by written notice delivered in accordance herewith. For the purposes of the notice provisions of this Agreement, the following address shall be the addresses of Caribbean Pool hereto until changed in accordance with the provisions of this Agreement, and the address of the Facility shall be as listed as the Billing Address of the Facility as written hereto in this Agreement:
- Caribbean Pool Service Inc., 4541 Raceway Drive, Concord, NC 28027**
- 10. GOVERNING LAW; VENUE.** THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA. THE PARTIES HERETO AGREE THAT ANY LEGAL ACTION OR PROCEEDING INVOLVING THIS AGREEMENT SHALL BE BROUGHT AND ENFORCED IN STATE COURT IN CABARRUS COUNTY, NORTH CAROLINA, AND THE PARTIES HEREBY ACCEPT AND SUBMIT GENERALLY AND UNCONDITIONALLY TO THE JURISDICTIONS OF SUCH COURT.
- 11. Severability.** The Parties to this Agreement intend that this Agreement shall be enforced to the greatest extent permitted by law. In case any one or more of the provisions contained in the Agreement shall for any reason held to be invalid, illegal, or unenforceable in any respect, such as invalidity, illegality, or unenforceable, shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 12. Headings.** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.
- 13. Counterparts.** This Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original.
- 14. Gender.** Wherever the content shall so require, all words herein in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.
- 15. Attorney's Fees.** In the event of any legal action in relation to this Agreement, the non-prevailing party, in addition to all other sums that either party may be called on to pay, shall be required to pay a reasonable sum for the prevailing party's attorneys' fees and expenses.
- 16. Additional Documents.** Each party hereto agrees to perform any further acts and to execute and deliver any further documents that may be reasonably necessary to carry out the provisions of the Agreement.
- 17. Entire Agreement.** This instrument constitutes the sole and only agreement of the parties hereto relating to the subject matter hereof and correctly sets forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may be amended only by a writing signed by both parties.

Executed this ____/____/____ and effective as of the date indicated hereinabove.

Caribbean Pool Service Inc. (SEAL)

Town of Landis

By: Randy Lapis

By: _____

Title: **Owner/Chemical or Office Manager**

Title: _____