



POOL / MAINTENANCE SERVICES AGREEMENT

Date: 10/01/2025

Please accept this proposal for quality Pool & Maintenance services from Elite Solution Services, LLC.

Please note the following:

Name: Dover Green

Address: 5353 Skelly Square

Orlando FL. 32812

E-Mail: weeder104@aol.com

Lock Code# [REDACTED]

Address:

Attention: Caryn Wheeler
Title: Property Manager

Telephone: 407- 340-8350

Pool Size:

Cabana: N/A

Splash Pad: N/A

Walk Around: N/A

<u>Property Name:</u>	<u>Type of Service:</u>	<u>Days of The Week:</u>	<u>Staffing Requirements:</u>	<u>Cost Per Month:</u>	<u>Notes:</u>
Dover Green	Monthly Ground Maintenance	3	1	\$2,400.00	Monthly Monthly
				Monthly Total	\$2,400.00

This Agreement includes Chemicals:

yes

Client Initials: CW

This Agreement includes Paper Products:

yes

Client Initials: CW

7 day testing price due to Health Department Requirements if needed: (monthly).

Additional Costs: The Yearly anticipated Preventative Maintenance on the existing Equipment is: \$ May vary

This is for the maintenance of necessary equipment to ensure your pools proper operation such as Grids, tenner Tubes, etc...

Note: Severe and/or bad weather days may result in a **Chemical Only** or **Skipped Visit**, **Client Initials:** CW

Note: Temperature Conditions below 55 Degrees might result in a **Skipped** or **Chemical Only** Visit, **Client Initials:** CW

Emergency Number: 407-627-8472

Holidays: The following holidays shall be billed to the Client at Time and One-Half per man per hour if worked, New Year's Day, Easter Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, Veteran's Day.

Billing Rate Information: Billing rates for services shall be approved in writing prior to services being rendered. We are pleased to offer these services to you at the competitive rates listed above. Billing is on a monthly basis, and is payable by check **Net Due** within 15 days from the invoice date. There is a finance charge of \$50 per month on any unpaid balance over 30 days. Interest of 7.0% will be added after 40 days and compounded monthly until invoice is paid. Any balance over 45 days old, ESS may reduce services until the outstanding balance/s is brought up-to-date. **Client's Initials:** CW

Emergency Call Outs or Service Calls: to repair equipment, plumbing leaks or Fecal Release will be at an additional charge, at a minimum of 2 hours at \$95.00 per hour, per man. If at any time after 5pm, the rate is time and one half, per man, per hour.

Sales Tax Information: All applicable sales and use taxes will be added to each invoice, unless your property is Tax-Exempt. If exempt, please provide a certificate to ESS, LLC. All non-contract invoices are payable upon receipt unless otherwise stated.

Terms and Conditions: The term of this Agreement shall be for a period of one (1) year. Upon expiration of this term or any automatically renewed term of the Agreement, this Agreement shall be automatically renewed for an additional one (1) year term plus a Cost of Supplies & Living Index of 7% per year for the renewed one (1) year term unless one of the parties shall have given the other party notice of termination of this Agreement upon the expiration of the then current term at least 30 days prior to the expiration of such current term. This Agreement may also be terminated with 30 days written notice by either party for cause, but not before written notice to other party and not less than five (5) days opportunity to cure, **Client's Initials:**

CW

PLEASE CAREFULLY READ AND SIGN THIS AGREEMENT!

THE TERMS AND CONDITIONS ON PAGES 1 & 2 OF THIS DOCUMENT ARE BINDING ON THE PARTIES TO THIS AGREEMENT.

Contract Price: The aforementioned charges shall remain firm for the first year of this agreement and thereafter shall be subject to the provision that said price may increase or decrease to reflect adjustments in the direct out of pocket costs of Elite Solution Services, LLC for the performance of the services provided herein as a result of changes in wage and/or fringe benefit costs, chemical costs, and insurance requirements **Client Initials:**

Other Conditions: Any repairs, if under \$100.00 that are essential to the proper operation of the pool/spa or other equipment for Code Compliance or Code Enforcement compliance issues might be completed by ESS, without verbal or written approval. If over \$100.00, Agent or Manager will be notified for authorization either verbally or in writing prior to work being done.

Force Majeure. Elite Solution Services, LLC. Performance of its obligations hereunder is subject to all applicable laws, ordinances, rules and regulations of governmental authorities. ESS, knowingly, shall not be liable for any delay or failure in any of its obligations under this Agreement caused by acts beyond its control, including but not limited to acts of God or of the public enemy, acts of the government of the United States, or any state or political subdivision of the state, war terrorists or terrorist acts, fires, floods, explosions, earthquakes, windstorms, hurricanes, lightning, or other catastrophes riots, strikes, work stoppages, union organizing, unusually severe weather, inability of ESS, to obtain equipment or material or intervening acts of third parties. This Agreement may be terminated by either party prior to its expiration as provided herein, should the other party be in breach of any provision of this Agreement and such defaulting party fails to cure such breach of default within 15 days of written notice of such default by the non-breaching party.

Indemnity. Each party agrees to indemnify and hold the other, including its agents, owner/s, directors, and employees harmless from any claims, damages or liability of any nature whatsoever, knowingly arising out of the act, errors or omissions of the indemnifying party, its agents, employees, directors or attorneys. Client further indemnifies Company for any claims arising out of the condition of the property including but not limited to claims by any incumbent or other provider of maintenance, janitorial, pool, spa, valet or housekeeping services.

Contract Alterations: Only the Company or its authorized agents can modify this contract. No changes can occur to the contract without written consent from the Company.

Insurance. Elite Solution Services will maintain and carry all necessary insurance for its business and employees. Client will maintain and carry all necessary insurances, including but not limited to Umbrella, Workers Comp. General Liability insurance as required by state law for the operation of client property and business.

Binding Effect. This agreement shall be binding upon and inure to the benefit of the parties, their respective successors and/or assigns.

Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties and no modification hereof shall be valid except in writing signed by both parties.

Governing law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Notices. Any notice required hereunder shall be effective upon deposit in the U.S. mail, postage prepaid, addressed to the appropriate party as follows:

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

COMPANY:

Elite Solution Services LLC.
9811 winnington st.

Orlando, Florida 32832

Authorized Signature:  For ESS, LLC

(Printed) Name: Gustavo Colon

Title: PRESIDENT ESS, LLC.

CLIENT:

Dover Green
5353 Skelly Square
Orlando, Florida 32812

Authorized Signature: 

(Printed) Name: Caryn Wheeler

Title: President

Date: 10/1/25

ELITE SOLUTION SERVICES, LLC. Is an equal opportunity employer. Each of our technicians is professionally trained, fully insured, wears a uniform with an identifiable ESS logo.