

POOL/SPA SERVICE & MAINTENANCE AGREEMENT

Dear Ms. Michele,

KAST POOL COMPANY, LLC. (Contractor license CPC1458375) Hereinafter called KAST POOLS, agrees to service the swimming pool/spa, Heritage Oak Community Development District, if they agree to pay for the service outlined below and in accordance with the terms hereinafter set forth in this agreement.

SERVICE PLAN:

Commercial Pool Service: 5 full service calls

1. The following services will be performed (weather permitting) as part of each full service call:
 - a. Clean all skimmer and pump baskets
 - b. Backwash/Filter cleaning once a month
 - c. Water chemistry analyzed, based on the Langelier Index (sanitizer, pH., alkalinity, and stabilizer.
 - d. Skim water surface
 - e. Vacuum pool/spa
 - f. Brush pool/spa walls
 - g. Scrub the scum line
 - h. Record all readings including but not limited chlorine, pH., flow and any actions taken, on Health Department form
2. Inspect all equipment to ensure proper operation. This inspection will cover the pump, chemical controllers, heaters, safety equipment and flow meter.
3. Treat water with the necessary chemicals to meet the Health Department, and National Pool and Spa Institute's standards. All chemicals needed to treat the pool/spa water under those conditions are provided. Those chemicals provided are:
 - a. Sodium Hypo chloride (bleach) or Sodium Tichlor tablets
 - b. Sodium Bicarbonate
 - c. Diatomatious Earth
 - d. Sodium Carbonate
 - e. Muriatic Acid
 - f. Other chemicals are not included and will be billed separately

The following service will be performed (weather permitting) as part of a chemical service call:

1. Water chemistry analyzed, based on the Langelier Index (sanitizer, pH., alkalinity, stabilizer)

MAINTENANCE & REPAIR PLAN:

REPAIRS: Repairs to pool and/or equipment will be billed at \$85.00 an hour labor, plus parts. Prior approval for repairs will be given with only one exception; repairs that will result in a health code violation will be initiated immediately. This exception is because a delay in the repair may result in the Health Department shutting the pool down and a monetary fine.

1. KAST POOLS is responsible for all maintenance & repair of including but limited to:
 - a. motors
 - b. heaters
 - c. lights
 - d. safety equipment
 - e. pumps
 - f. chemical feeders

ITEMS TO NOTE:

HOLIDAYS: KAST POOLS observes 6 major holidays Memorial Day, Independence Day, Labor Day, New Year's Day, Thanksgiving and Christmas. Though we are working, or on call 24 hours a day, 7 days a week, 365 days a year, if your service day falls on an observed holiday that day's service call maybe altered.

BAD WEATHER: Unfortunately, the weather is not always sunny. On the days when it is raining, thundering and lightening or otherwise hazardous, the chemicals in your pool will be balanced and your baskets will be emptied. There will be no vacuuming, netting, scrubbing during that service call.

LATE FEE: Invoices are emailed on the 1st of every month. You have until the 15th of that month to pay the invoice. If payments are not received by the 15th of that month a \$50.00 late fee (commercial pools) or a \$25.00 late fee (residential pools) *may be* assessed. If full payment (including late fee) has not been received by the end of that calendar month another late fee will be assessed.

BOUNCED CHECKS (NSF Fee): There is a \$35.00 charge for a bounced check.

FALL CLEANING: Once a year KAST Pools will conduct a fall cleaning, better known as "spring cleaning". A thorough cleaning and scrubbing will be done of the entire pool. The equipment room will be cleaned, swept and all pool equipment will be inspected. This will be done at no additional charge. Any repairs will be brought to the attention of the customer.

DAY of SERVICE and SERVICE TECHNICIAN: The day of service and your service technician may vary from time to time without prior notice.

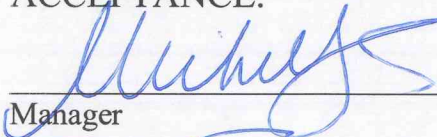
OTHER STIPULATIONS:

Emergency 24 hour contact. 941.391.0105

The charge for the foregoing service on a year round basis shall be \$ 900.00 per month.
Payments shall be made payable to KAST POOLS.

**THIS AGREEMENT MAY BE CANCELLED BY WRITTEN OR VEBAL NOTICE BY
EITHER PARTY 30 DAYS PRIOR TO THE DATE SERVICE IS TO BE
DISCONTINUED.**

ACCEPTANCE:

 on behalf of Heritage Oak Park CDD.
Manager


Owner, KAST Pool Company LLC.

Starting Date: _____