

ORIGINAL



SWIMMING POOL MANAGEMENT AGREEMENT

THIS AGREEMENT, between **Chicagoland Pool Management, Inc.**, (the "Company") and **Dana Point Condominium Association** (the "Customer"), is to provide for the staffing, water chemistry maintenance and cleaning by the Company at the Customer's pool located at, 1519 East Central Road, Arlington Heights, Illinois, 60005 in accordance with the specifications, conditions, and terms set forth herein.

1. **EFFECTIVE DATE.** This Agreement, when executed by both parties hereto, shall become effective day of signing, 2012, for the 2013 Pool Year extending from October 1, 2012, through September 30, 2013.

2. **PROPOSAL EXPIRATION OPTION.** This contract is voidable at the Company's option if not executed by the Customer and returned to the Company by November 1, 2012.

3. **COMPANY'S INDEPENDENT CONTRACTOR STATUS.** Company is, and at all times shall be deemed to be, an independent contractor in the performance of services under this agreement. Company and its representatives are not, and shall not be considered or permitted to be, employees, agents, servants, joint venturers or partners of Customer.

4. **ACCESS AND UTILITIES.** The Customer will permit and maintain free access to the pool site and, upon signing Agreement, Customer will provide five (5) sets of keys to Company to open any and all locks required to operate the pool. Company shall keep and safeguard keys and release keys only to authorized personnel. Keys shall be returned to Customer in the event of termination of this Agreement.

Customer further agrees to furnish without cost to Company:

- (1) Water.
- (2) Electricity.
- (3) 110 volt electrical outlet in pump room.
- (4) Garbage pick-up service.
- (5) Lifeguard stand(s) and umbrella(s) for lifeguard stand(s).
- (6) Telephone.
- (7) A secure and cooperative working environment at Customer's pool.

5. **TELEPHONE.** Customer shall be responsible for providing an operational telephone (not a pay phone) accessible to Company's lifeguards at pool site. Consistent with health department regulations and for the safety of pool patrons the pool will only be open when the pool telephone is operational.

6. **OPENING**. Company agrees to make pool "ready to swim" by completing the following services, where applicable:

- (a) Remove, clean, and store Customer's pool cover at Customer's pool if applicable
- (b) Drain and clean pool—Start Fill—Customer will be asked to shut off water fill to pool and let the Company know when pool water is at operational level.
- (c) Start up equipment
- (d) Order, store, and inject all necessary chemicals to establish proper levels for:
 - free chlorine
 - total alkalinity
 - pH
 - calcium hardness
 - cyanuric acid
- (e) Vacuum pool.
- (f) Pickup pool enclosure area.
- (g) Inspect chemical feeders.
- (h) Inspect all filtration equipment.
- (i) Inspect flow meters, pressure gauges, and valves.
- (j) Mount ladders, diving boards, guard chairs (where applicable)
- (k) Remove pool furniture from storage, clean, set out around pool area.
- (l) Perform requisite repair work as needed and authorized by Customer (see "Repair Work").

PRE-SEASON SWIMMING POOL REVIEW MEETING. At the Customer's request, Company will walk-through with a representative of the Customer prior to opening to develop a list of items needed for operation of the pool and to review items identified by the Health Department as deficient from the previous year. Company shall stand ready, at the Customer's request, to perform repairs needed for compliance with Health Department regulations. The cost for any such repairs shall be additional to the price of this Agreement.

7. **POOL OPERATION**. Company has responsibility for providing lifeguards, water chemistry maintenance and cleaning of Customer's swimming pool, as specified by Customer, and agrees to furnish certified lifeguards and other personnel as contracted herein to operate the pool on the following schedule:

DATES OF OPERATION:

The pool will be open on the following days:

May 27, 2013 through September 2, 2013.

HOURS OF OPERATION:

The pool to be open during the following hours:

Saturday, May 25, 2013 – Sunday, June 9, 2013:

Monday	12:00 p.m. to 7:30 p.m.
Tuesday	12:00 p.m. to 7:30 p.m.
Wednesday	12:00 p.m. to 7:30 p.m.
Thursday	12:00 p.m. to 7:30 p.m.
Friday	12:00 p.m. to 7:30 p.m.
Saturday	10:00 a.m. to 8:00 p.m.
Sunday	10:00 a.m. to 8:00 p.m.
Memorial Day	10:00 a.m. to 8:00 p.m.

Monday, June 10, 2013 – Sunday, June 29, 2013:

Monday thru Sunday 10:00 a.m. to 8:00 p.m.

Monday, July 1, 2013 – Sunday, July 28, 2013:

Monday thru Sunday 10:00 a.m. to 8:00 p.m.
July 4th **10:00 a.m. to 8:00 p.m.**

Thursday, August 1, 2013 – Sunday, August 18, 2013:

Monday thru Sunday 10:00 a.m. to 7:30 p.m.

Monday, August 19, 2013 – Monday, September 2, 2013:

Monday	12:00 p.m. to 7:30 p.m.
Tuesday	12:00 p.m. to 7:30 p.m.
Wednesday	12:00 p.m. to 7:30 p.m.
Thursday	12:00 p.m. to 7:30 p.m.
Friday	12:00 p.m. to 7:30 p.m.
Saturday	10:00 a.m. to 7:30 p.m.
Sunday	10:00 a.m. to 7:30 p.m.
Labor Day	10:00 a.m. to 7:30 p.m.

STAFFING:

One (1) Certified Lifeguard will be provided during normal hours of operation.

Customer agrees to indemnify and hold Company harmless for any claims arising from the use of the pool(s) other than during those times specified above, except when such claims are related to the acts of omission or negligence of the Company.

SAFETY BREAK. Once every hour the pool will be cleared for a period of ten minutes. During this break, lifeguards will not be on duty, the pool will be closed, and neither the lifeguards nor the Company shall be responsible for people using the pool during said break.

VANDALISM. Additional reasonable charges for cleanup required as the result of vandalism, and approved by the Customer, shall be paid by the Customer to the Company. Any vandalism shall be reported to the Customer's designated representative immediately upon discovery.

SUPERVISION. Company management personnel will inspect the pool at least twice each week during the full-time operation of the pool. Additional inspections and/or visits to the pool will be made by Company's management personnel as needed in order to assure Customer's satisfaction.

POST LABOR DAY. At the request of the Customer, the Company may, if staff is available, maintain the pool and provide all necessary services to allow swimming with a Lifeguard on duty after Labor Day. The Customer will notify Company on or before August 5 concerning post-Labor Day openings. The cost for post-Labor Day operation shall be billed to the Customer at the prevailing rate, which may change from year to year. The current cost is \$20.00 for each day (including days the pool is closed) from Labor Day through the final day the pool is open for swimming, plus \$19.00 per Lifeguard hour for time worked on or before September 16. The cost for Lifeguard hours worked after September 16 is currently \$29.00 per Lifeguard hour. Amount shall be payable to the Company on the initial day of post-Labor Day operation. This cost is to be extra to the contract in addition to the fees as provided hereinafter.

RAIN DAYS. On rain days, if the weather is unsuitable for swimming, the pool will be closed for the day at the company's discretion. Company shall have the right to close the pool early in the event of severe weather with no refund due to the Customer. Unsuitable weather is defined as air temperature at 68 degrees Fahrenheit or below, lightning bolts (closed 1 hour from last occurrence), or thunder (closed 30 minutes from last clasp)—Inconsistent weather conditions (rain on and off) will also be considered for closing the pool at the company's discretion. Company will work with Customer to reopen pool if weather clears up by a reasonable time to be agreed by both parties.

ADDITIONAL LIFEGUARDS. The Company will provide lifeguards for special events during normal pool hours, after hour's parties, and extra hours of operation at the request of the Customer and subject to the following:

Lifeguard hours provided by the Company, other than those specified in this contract, shall be billed to the Customer at the prevailing rate.

Company shall provide no lifeguard beyond the hour of 10:00 p.m.

For parties or special events, the Customer is not required to use Company lifeguards; however, customer assumes full responsibility and liability for the pool in the event any individuals are within the pool area when the Company lifeguards are

not scheduled to work. Customer agrees to indemnify and hold Company harmless for any and all claims for damages or injuries, or both arising from the use of the pool during hours other than those specified in this contract unless Company's lifeguards have been scheduled according to the policies set forth herein.

For parties or special events, for which the Company is to provide lifeguards, the Customer is responsible for giving the Company fourteen (14) days' prior written notice as to:

- (a) The time and date of the party.
- (b) The number of people who are scheduled to attend.
- (c) The general age group of the people scheduled to attend.
- (d) Whether alcoholic beverages will be permitted at the party.
- (e) Any special admission instructions.

The following scale shall be used to determine the number of lifeguards required at an after-hours event:

<u>Number of People Scheduled To Attend</u>	<u>Number of Lifeguards Required</u>
1 to 25	2
26 to 60	3
61 to 100	4
101 or more	5 or more

One additional lifeguard shall be required for any teenage party, college age party, or for any party involving alcoholic beverages. Customer agrees to provide one adult chaperone for each ten (10) people at a teenage or college age party watching from the side of the pool.. The Company will not schedule lifeguards for any fraternity parties.

Billing shall include any time spent cleaning up after use by any special group or party. The Customer shall make payment of fees to the Company within five (5) days after billing by Company.

Note: Once all members of the party have arrived, the Pool Manager, or Head Lifeguard, or Lifeguard on duty will meet with the party group before they begin swimming (all party participants must be present before swimming). At that time, the staff member will review all basic facility rules and each person will be swim tested to make sure they can swim -if they cannot swim, an adult will have to be in the water with that person, or he/she may not get into the pool.

8. **WADING POOL**. No wading pool.

9. **CLOSING**. The pool will be considered closed to swimmers at end of the day on the last day of operation as specified in Section 7 and Company will close the pool as soon after

that date as Company deems possible. The Company will complete the following services, where applicable:

- (a) Pump pool water to correct level.
- (b) Prepare pool and pool plumbing lines for freeze protection; Company agrees to use common and accepted winterization techniques. Company will repair any freeze damage at Company's expense, with the exception of damage due to circumstances beyond the Company's control. If a contractor is to be selected to complete a repair under this warranty, only the Company has the right to choose a contractor.
- (c) Add anti-freeze to appropriate fixtures.
- (d) Drain pumps and hair/lint strainer.
- (e) Backwash and drain filter tanks.
- (f) Open all valves to appropriate settings.
- (g) Remove and store skimmer parts.
- (h) Remove and store all movable ladders, lifeguard chairs, and diving boards (if applicable) when required for closing pool.
- (i) Clean chemical feeders.
- (j) Drain and store hoses.
- (k) Lubricate filter system valves.
- (l) Add winterization chemicals to pool.
- (m) Install Customer's cover, if applicable.
- (n) Store pool furniture at Customer's pool, if applicable.

10. **PERSONNEL.** All Company personnel who will work at the Customer's pool in fulfilling the terms of this Agreement, including all lifeguards, shall be employed solely by the Company and be employees of the Company. No lifeguard shall be engaged by the Company as an "Independent Contractor" to fulfill the terms of this Agreement.

- (a) Company is solely responsible for selecting competent and qualified lifeguards for the safe operation of the Customer's swimming pool.
- (b) The Company agrees to pay the following for Company's employees, including all lifeguards:

Wages
Income tax withholdings
Social Security withholdings
State unemployment insurance
Federal unemployment insurance
Workmen's Compensation insurance

(c) Personnel will be trained by the Company. Personnel not performing up to the standards of the Customer will be replaced by the Company within **24 hours**.

(d) All lifeguards employed by the Company shall have American Red Cross Basic Lifeguarding Certificates or Lifeguard Training Certificates, or the equivalent, as well as Professional Rescuer CPR.

(e) Lifeguards shall have the authority to discipline swimmers and any and all other persons within the pool facility within their best judgment and sole discretion consistent with the published and posted rules of the Customer and minimum safety standards as established herein. Customer agrees to support Company's lifeguards in enforcing the rules with Customer's patrons.

(f) Company is responsible for exercising control over the activities performed by the lifeguards. Lifeguards will be supervised by Company management personnel. Company management personnel will visit the pool at least twice each week to check performance of lifeguards.

(g) Whereas, Company will invest substantial resources to train and convey information concerning operational techniques and management procedures to its employees at Customer's facility and Customer acknowledges that such information and investment is a valuable asset of Company's business, Customer agrees not to hire or consult (without the prior written consent of Company) any employee or former employee of the Company for a period of one year from the date of expiration or cancellation of this agreement.

(h) Whereas, Company has responsibility for providing lifeguards, water chemistry maintenance and cleaning of Customer's swimming pool, various Company personnel will be responsible for the following duties:

- (1) Lifeguarding main pool.
- (2) Checking water chemistry and recording readings every two (2) hours.
- (3) Maintaining chemical balance of pool water.
- (4) Vacuuming pool as needed.
- (5) Cleaning tiles around pool edge as needed.
- (6) Backwashing filter system as needed.
- (7) Checking and recording filter pressure gauge readings and flow Meter readings daily. Taking corrective measures as indicated.
- (8) Walking through bathhouse daily to pick up trash and wipe down fixtures, and re-stock any needed janitorial supplies provided by the Customer-Customer has Janitorial service for restrooms.
- (9) Keep swimming pool area clean.
- (10) Straightening deck furniture.
- (11) Replenishing janitorial supplies in bathhouse.
- (12) Enforcing rules of the Customer for safety and convenience of Customer's members.
- (13) Assisting Customer in monitoring membership without distraction.

11. **WATER QUALITY.** Company will be responsible for maintaining the following chemical levels of the swimming pool water within the tolerances of the American Public Health Association and the local health department while pool is open to swimmers:

Free Chlorine	1.0 to 3.0 PPM
pH	7.2 to 7.8
Total Alkalinity	80 to 120 PPM
Calcium Hardness	200 to 300 PPM
Chlorine Stabilizer	less than 100 PPM

At no time will the water chemistry cause a failure of permission to operate the pool granted by the local health department. In the event the local health department revokes permission to operate the pool due to improper water chemistry, Customer shall be entitled to a partial refund of the contract price set forth herein computed by the following formula:

Number of days closed times the average daily portion of the contract price (total price divided by number of days pool is to be in operation as determined by this Agreement).

All of the foregoing notwithstanding however, the Company shall be excused from maintaining water quality as established herein and the Customer shall be entitled to no refund in the event of any Act of God, repairs, interference by Customer, together with any and all other reasons beyond the control of Company.

Any work performed by Company shall be subject to the conditions in the "Repair Work" provision of this Agreement.

12. **REPAIR WORK.** The Company shall stand ready to perform any repair work needed during the term of this Agreement; however, Customer shall have the option of using another contractor for repair work.

Work will be billed as follows:

(a) Any repairs required as the result of error or negligence by Company shall be paid for by Company with no cost to Customer. Additionally, Company shall reimburse Customer for volume of water lost as a result of error or negligence.

(b) Company will perform minor repairs to the pool and recirculation system, as part of the service provided; however, the Customer shall pay for parts and/or materials.

(c) For repair work or necessary equipment wherein the cost does not exceed \$125.00, the Company shall bill Customer.

(d) Any work or equipment in excess of \$125.00 to be provided by the Company or Company's subcontractors will be provided and billed to Customer. Such work or equipment shall be provided only upon the authorization of the designated representative of Customer, or in the event the Customer elects not to have such work performed or equipment provided, Company may cancel this Agreement if said election

interferes with the Company's ability to carry out its responsibilities under this Agreement.

13. **CHEMICALS AND SUPPLIES**. Company agrees to supply, at its expense:

- (a) Chlorine and pH control chemicals for safe and clean pool water throughout the pool opening period of this agreement.
- (b) Customer agrees to supply the following pool and janitorial supplies:
 - Soap
 - Disinfectant
 - Paper towels
 - Deodorizer
 - Toilet tissue
 - Correct size trash can liners for the pool area and bathrooms
 - Glass cleaner
- (c) Customer shall be responsible for providing, at no cost to Company, other equipment such as:
 - Water hoses
 - Pool vacuum heads
 - Pool poles
 - Pool vacuum hoses
 - Leaf eater
 - Rescue tubes
 - Ring buoys
 - Life hooks
 - Pool rules signs
 - Trash receptacles
 - Water test kit
 - Test kit reagents—**Including replenishments**
 - First Aid Kit
 - First Aid supplies
 - Blood Borne Pathogens Kit
 - Safety goggles
 - Chemical resistant gloves
 - Mops
 - Brooms
 - Dust pan
 - Brushes
 - Buckets
 - Sponges
 - Pool brushes
 - Leaf skimmers
 - Algaecides
 - Algae brushes

Lifeguard stand(s)
Umbrella for each lifeguard station
Back board with three straps
Head immobilizers for use with back board
Clock

For Customer's convenience and for the efficient operation of the pool, Company will provide and invoice Customer for any of the items listed above that are not at the pool. Customer agrees to pay invoices for said supplies within thirty (30) days after invoicing.

(d) Additional chemicals or labor. If additional chemicals or labor are required to maintain or correct pool water chemistry due to a failure or breakdown of Customer's equipment, or loss of water due to a defect in Customer's pool or recirculation system, Company shall notify Customer of such breakdown or defect, and if Customer elects not to remedy problem within seven (7) days of notice, Customer shall pay as an additional charge the reasonable expense of all said additional chemicals and/or labor. Amount owed for chemicals and/or labor shall be paid by Customer within ten (10) days after invoicing by Company.

14. **OFF-SEASON SERVICE.** Off-Season Service is not part of this agreement.

15. **SWIM INSTRUCTION.** Swimming instruction may be provided by Company for Customer's members only. Instruction shall be given by a qualified individual, while not on duty as a lifeguard. Company shall have exclusive rights to swimming lessons at Customer's pool during the term of this Agreement. All Company insurance as described in Section 17 shall apply to swimming instructors.

Arrangements for any instruction shall be made between individual requesting instruction and the Company. Only a member of the Customer's club or homeowner's association in good standing is eligible to receive instruction on Customer's premises. Any resulting agreement shall be considered a contract between that individual and the Company; and Customer shall not be held liable for its enforcement nor for the collection of any fees due Company under the terms of that contract. Company shall be entitled to all fees paid.

16. **EMERGENCY CLOSING OF POOL.** The Customer and/or Company may close the pool in an emergency situation, whether the emergency be caused by breakdown of equipment, or by other causes outside of the Company's control; this shall not require any change or adjustment in any of the provisions of this Agreement. Should a time lapse of more than five (5) days be necessary to perform repairs and/or restore pool to normal operations, the Company shall refund fifty percent (50%) of the daily operating cost from the fifth day on a pro-rated basis. For purposes of this section, the daily operating cost is to be computed at one percent (1%) of the total contract cost until such time as the pool is reopened for normal operation. If the pool is not reopened for normal operation within thirty (30) days, Customer may cancel this Agreement by written notice to Company.

17. **INSURANCE/LIABILITY.** The Company shall maintain and keep in full force the following coverage:

- 1.) **Professional Liability Insurance and General Liability Insurance** in the amount of **\$20,000,000.00**.
- 2.) **Worker's Compensation insurance** covering all persons engaged on behalf of the Company in the performance of the terms of this Agreement.

Company agrees to indemnify and hold the homeowners association, its officers, committees, and agents harmless from and against any claims caused by or arising out of the acts, omissions and/or negligence of the Company or its employees. This indemnity does not require Company to indemnify Customer for Customer's own negligence.

Company agrees to supply copies of the certificates of insurance to the Customer verifying the above-mentioned insurance coverage. It is the responsibility of the Customer to provide all other insurance coverage.

Except due to acts of omission or negligence on the part of the Company or its employees, Company assumes no liability for damage or injury to persons or property arising from or caused by Acts of God. Except as to the employees of Company, Company assumes no liability for damage or injury to persons or property arising from or caused by physical or mental incapacity, physical or mental diminution, or intoxication from alcoholic or other substances, whether legal or illegal, nor for the acts of "Good Samaritan" by any employees of Company. The Company shall not be liable or responsible for any injuries or damages that arise at any time that is not within the hours of operation as stated in this Agreement. Further, the Company shall not be held liable for any personal effects of any person or persons utilizing the pool facilities.

The Customer shall maintain and keep in full force and effect the following coverage:

1. Premises liability insurance.
2. Comprehensive general liability insurance in the amount of \$1,000,000.00 each accident and \$1,000,000.00 each person.

18. **CANCELLATION.** The Customer shall have the right to cancel this Agreement based on Company's non-performance of duties and responsibilities as follows:

(1) Customer shall notify Company by certified mail of any problem regarding performance as detailed in this Agreement. Company shall have 48 hours following notification to remedy stated violation of contract.

(2) If Company fails to remedy violation and continues to not perform as detailed in this Agreement; Customer may terminate Agreement by providing five (5) days' written notice to Company by certified mail.

(3) In the event that Customer terminates contract by procedure stated above, the Customer shall either be entitled to a refund for money paid in advance or shall be responsible for a balance owed to the Company. Refund to be computed as follows:

A daily portion of the contract price shall be computed by dividing the total contract price by the number of days pool was to be open to members as determined by this Agreement. This daily price shall be multiplied by the number of days pool was operated under this Agreement. That amount shall be subtracted from the total amount of contract price paid to Company by Customer as of termination date. The resulting figures shall either be the refund to which the Customer is entitled or remaining balance owed to Company.

(4) Refund or balance owed shall be paid within five (5) business days after termination.

19. MISCELLANEOUS.

(a) The Company may display a sign on the pool premises designating the responsibility to the Company for the quality of the pool and the performance of the pool staff.

20. **PAYMENTS.** The Company hereby proposes to perform the work and services set forth above for the price of **\$25,135.00**, upon the specifications, conditions and terms as set forth herein. Payments by Customer to Company shall be made in accordance with the following schedule:

(a)	One (1%) percent upon signing of Agreement or the annual renewal date of this Agreement.	\$ 251.35
(b)	Nine (9%) percent on or before February 1 of each year.	\$2,262.15
(c)	Fifteen (15%) percent on or before May 1 of each year.	\$3,770.25
(d)	Twenty-five (25%) percent on or before June 1 of each year.	\$6,283.75
(e)	Twenty-five (25%) percent on or before July 1 of each year.	\$6,283.75
(f)	Twenty (20%) percent on or before August 1 of each year.	\$5,027.00
(g)	Five (5%) percent on or before September 10 of each year.	\$1,256.75
TOTAL:		<u>\$25,135.00</u>

Payments are due as indicated above. All payments as specified above, not made on or before ten (10) days after the due date shall be subject to delinquent payment fees of 1 1/2%

per month, or any part of a month, of the amount due or any portion thereof. Payments for repairs, equipment or labor, not made on or before thirty (30) days after the due date shall be subject to delinquent payment fees of 1 1/2% per month, or any part of a month, of the amount due or any portion thereof. In the event payments are not received within ten (10) days from the due date for contract payments, and thirty (30) days from the due date for other payments, the Company shall have the right, at its option, and within its sole discretion to suspend, until all overdue payments are received, or terminate its services under this Agreement and in either case to withdraw and remove all personnel from Customer's pool facilities without any further or additional notice to Customer. During a period of suspension or after termination, control of the pool and premises will be surrendered to the Customer and, if operated, it is at the Customer's sole risk and liability. Customer agrees to indemnify and hold Company harmless for any claims arising from the use of the pool(s) during a period of suspension or after termination due to payment(s) not being received on time. Any such suspension or termination notwithstanding, Customer shall be fully responsible for all payments provided herein.

In the event that Company elects to pursue collection of any amounts due under this Agreement, Customer shall pay all said amounts, together with interest at the rate of 12% per annum from the date the same became due, together with any and all cost of collection, including and together with any and all reasonable litigation expenses, including reasonable attorneys fees.

21. CUSTOMER CONTACTS:

PRIMARY CONTACT:

Name _____

Title or Position: _____

Street _____

City _____ State _____ Zip _____

Telephone () _____

Email: _____

PRESIDENT:

Name _____

Street _____

City _____ State _____ Zip _____

Telephone () _____

Email: _____

TREASURER:

Name _____

Street _____

City _____ State _____ Zip _____

Telephone () _____ Email: _____

BILLING ADDRESS:

Name _____

Street _____

City _____ State _____ Zip _____

FACILITY INFORMATION:

Name _____

Street _____

City _____ State _____ Zip _____

Telephone () _____

22. **EXTENSION OF CONTRACT.** This Agreement shall not automatically renew upon the expiration of the contract period.

23. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Illinois.

24. **STRICT COMPLIANCE.** No failure of Company to exercise any power or right granted hereunder or to insist upon strict compliance by Customer with its obligations and duty hereunder shall constitute a waiver of Company's right to demand strict compliance with the provisions hereof at any time.

25. **TIME OF ESSENCE.** Time is of the essence of this Agreement.

26. **ENTIRE AGREEMENT, MODIFICATION, BINDING EFFECT.** This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements, understandings or negotiations, written or oral. This Agreement may not be modified or amended except in writing, signed by both parties hereto. This Agreement shall be binding upon and enure to the benefit of the Customer and Company and to their respective heirs, successors and assigns.

27. **RIGHTS CUMULATIVE.** All rights and powers under this Agreement shall be cumulative and, except as otherwise provided herein, shall be in addition to any and all other provided at law or in equity.

28. **EXTENSIONS.** Unless otherwise agreed to by Customer and Company in writing, the terms of this Agreement shall apply to all extensions and renewals hereof.

29. **SEVERABILITY.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

30. **ATTORNEYS FEES.** In the event of legal action to enforce the rights of either Company or Customer under the terms of this Agreement, the parties agree that the prevailing party in said legal proceeding shall be entitled to receive as additional damages, any and all litigation expenses, including reasonable attorney's fees.

31. **COMPANY'S OPTION IN THE EVENT OF CHANGE IN LAWS.** If there is a change in local, state, or federal law concerning any cost aspect relating to this proposal, the company may present a new contract amount to Customer, which new Contract shall supersede and replace this Agreement. Customer shall have 30 days from the date of receipt of the new contract in which to accept or reject the new contract. In the event the Customer elects to reject the new contract, this contract may be terminated at the sole option of the company.

32. **ACCEPTANCE.** Acceptance of this Agreement by Customer and Company through signatures below will constitute a contract entered into in accordance with the specifications, terms and conditions and addenda attached hereto.

Chicagoland Pool Management, Inc.

By: _____
Officer

Dana Point Condominium Association

By: J.S.
Title of Officer: President

Attest: _____
Title of Officer: _____

Date: _____