2026

Pool, Spa, & Fountain Agreement

Dear Remington at Bay Colony

Another exciting year has passed at Bay Colony, and it is time to renew your Signature Services Pool, Spa, and Fountain Maintenance Contract. Due to the changes in our operations this past year, and the impact of the increasing cost of materials, fuel, and labor, it is necessary to increase your annual contracts by 3%.

The labor costs have increased in an attempt to remain competitive with other local communities, and to retain the quality employees we are so fortunate to have.

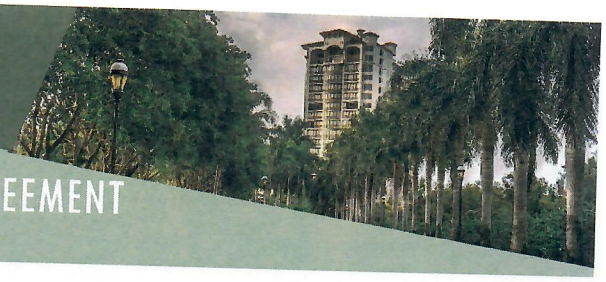
Attached is the agreement for your review, and you can see the scope of work included in each contract.

All contracts are on auto renewal unless you contact us in writing or by email.

I understand that there will be concerns regarding the increase in contracts, however Bay Colony Signature Services will continue to provide the best quality, workmanship, and customer satisfaction you expect.

We appreciate your continued patronage as we strive to always give you the best service!

Chris Andrews - Director of Operations



Signature Services

2026 COMMERCIAL POOL, SPA, & FOUNTAIN AGREEMENT

THIS AGREEMENT made this **1st day of January 2026**, by and between BAY COLONY COMMUNITY ASSOCIATION, INC. "Contractor" and the undersigned "Owner."

WHEREAS, Owner seeks to hire Contractor to perform pool, spa, and fountain services in the Bay Colony Community, Naples, Florida.

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. Owner hereby hires the Contractor to perform services in accordance with the terms and provisions of the Pool, Spa, and Fountain Maintenance Program attached hereto as Exhibit A and incorporated herein by reference and made a part hereof, and Contractor agrees to perform such services.

2. As compensation to Contractor for the performance of his duties under this Agreement, Owner shall pay Contractor the sum of $ 1350.24 **per month**, in accordance with Exhibit A.

3. The Scope of Work and Specifications are set forth in Exhibit A. The term of this Agreement and Owners' right to terminate are set forth in Exhibit A. Furthermore, this Agreement shall be modified in the event Contractor is requested to maintain additional services installed by Owner.

4. The Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (b) is caused in whole or in part by any negligent act or omission by the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

BAY COLONY COMMUNITY ASSOCIATION

By: Bay Colony Community Association, Inc.

Date: 10/14/2025

Chris Andrews
Bay Colony Community Association
Director of Operations
8791 Bay Colony Drive
Naples, FL 34108

By: _____

Date: 11-24-25

M#0751
Justin Thornton, General Manager
Remington at Bay Colony
8665 Bay Colony Drive
Naples, FL 34108

SCOPE OF WORK AND SPECIFICATIONS

EXHIBIT A

A qualified pool and spa technician will provide the following services as specified.

DAILY

Perform a chemical reading and record in log as required by Florida Statue Chapter 64E-9 Public Swimming Pools and Bathing Places. The completed report shall reflect manually conducted pool water tests for pH and disinfectant levels at least once every 24 hours.

THREE (3) TIMES WEEKLY: ON MONDAY, WEDNESDAY, AND FRIDAY

1. Check and adjust free available chlorine in pool, spa and fountain to 1 to 3 ppm.
2. Check and adjust pH in pool, spa and fountains to between 7.4 and 7.6 ppm.
3. Check and adjust alkalinity in pool, spa and fountain to between 80 and 120 ppm.
4. Maintain a log of services performed on the scheduled days, including chemical readings, chemicals added.
5. Correct water level.
6. Vacuum pool, spa and fountains.
7. Skim surface of pool, spa and fountains to remove floating matter.
8. Brush pool, spa and fountain.
9. Clean hair and lint baskets after vacuuming.
10. Clean skimmer baskets.

MONTHLY

1. Check and adjust calcium hardness to between 200 and 300 ppm in pool, spa and fountains.
2. Check and adjust cyanuric acid to between 50 and 90 ppm in pool, spa and fountains (100 ppm and above will result in the need to drain and then add enough water to bring the reading to operating levels).
3. Backwash pool, spa and fountains.

AS NEEDED

1. Use algae treatment in pool, spa and fountains.
2. Clean tile with brush, soap and water to remove oily residue.

Furnish all materials necessary for the above operations.

We assume no liability for damage to the pool surface or equipment from hurricanes, floods, acts of God, vandalism or pilferage. We carry property damage insurance, workmen's compensation and public liability.

A. CONTRACTOR'S PERSONNEL

1. All Contractors' personnel shall be considered to be at all times the sole employees of the Contractor, under his sole control and direction and not an employee or agent of the Owner.
2. The Contractor shall supply competent, capable, and trained employees.
3. No Contractor's personnel may enter the private property of any resident of the Bay Colony Community without the specific authorization of Owner's Authorized Representative.
4. All Contractors' personnel shall, while on the premises or work site, be in a uniform clearly

identifying them as the Contractor's employee. Personnel shall be dressed appropriately and as clean and neat as working conditions permit.

5. The Contractor shall provide competent and trained supervisory personnel on site at all times that any of the Contractor's personnel are on site to properly oversee his work force and act as a liaison between himself and the Owner's Authorized Representative. Further, the Contractor shall provide a phone number where the Contractor may be contacted after normal working hours for emergency situations.

B. CONTRACT PERIOD

The term of this contract shall be for 12 months. This Contract will automatically be renewed for an additional 12-month term on **January 1, 2027**, unless either party notifies the other party in writing of its intent to terminate at least 30 days prior to the expiration of the 12-month period of this Contract.

**Catastrophic Events (i.e., Hurricanes) does not stop monthly contract billing.*

C. CONTRACT CANCELLATION/TERMINATION

Either Party reserves the right to cancel this Contract for non-compliance with or non-performance of any terms of this Contract. The party intending to cancel the Contract must first give written notice stating the items of non-compliance or non-performance. The negligent party then has thirty (30) days to cure the deficiencies(s). If the deficiencies cannot be cured, the Contract is terminated thirty (30) days after the deadline to cure.

D. BILLING

- Contract monthly billing charges are posted one month in advance to owners' account.
- Bills for the current months' work (i.e. 1/12 of Contract amount plus separate itemized bill for any Owner authorized extra work) shall be submitted to Owner's Authorized Representative on the last workday of each month.

**Contractor reserves the right to bill a surcharge for material price increases from preferred vendors.*

E. WORK NOT INCLUDED

1. Replacement of Pool or Spa Filters.
2. Stain prevention treatments, spot staining removal, the removal of rust from handrails, the addition of chlorine to coping or deck and the repair of the pool surface or equipment are available at an additional cost.
3. There will be after hours labor at **$110.00** for requests for pool maintenance services. During business hours, a minimum of one hour of labor will be applied if services are requested in addition to the weekly maintenance schedule performed by Bay Colony Signature Services Pool & Spa Maintenance Department.
4. In the case that the pool, spa or fountain system fails to operate properly, every attempt will be made to notify the owner of the matter. If unable to contact the owner, Bay Colony personnel reserves the right to have the equipment repaired in order to maintain appropriate water quality and keep the pool and spa system from becoming damaged. A licensed pool, spa or fountain subcontractor will complete any major repairs needed to respective system. Bay Colony Pool and Spa Division will oversee all repairs and will add an additional 10% facilitation fee to contractor's services. In addition, any minor repairs performed by Bay Colony personnel will be charged out at a labor rate of **$55.00** per hour plus material cost plus 10%facilitation fee.

F. EMERGENCY WORK

In the event of an emergency the Contractor may have to at their discretion perform service vital to the overall welfare and/or appearance of the property. These emergencies may be defined as but are not limited to acts of nature such as hurricanes or tropical storms whereby extra work needs to be performed. These services shall be billed to the owner at **$55.00** plus material costs plus 10% facilitation fee. In cases where a subcontractor is

used it will be billed at the subcontractor charge plus a 10% facilitation fee. In all cases where a subcontractor is used, Signature Services will strive to have a best cost provider provide these emergency services. In the event this work is performed after regular working hours these services shall be billed at a rate of **$110.00** plus materials plus 10% facilitation fee.

G. EXTRA WORK

Contractor shall furnish owner with an estimate, verbal or written, for any extra work, which may be requested. If approved, a separate invoice for extra work will be submitted. In addition, all extra work performed by Bay Colony personnel will be charged out at a labor rate of **$55.00** plus material costs plus 10% facilitation fee. In the event the work is performed after regular working hours these services shall be billed at a rate of **$110.00** plus materials plus 10% facilitation fee.

PLEASE NOTE

THIS SCOPE OF WORK DOCUMENT (EXHIBIT A) HAS BEEN CREATED TO EXPLAIN METHODS AND PROCEDURES, WHICH ARE TO BE IMPLEMENTED OVER THE COURSE OF A YEAR ON THIS SPECIFIC PROPERTY. THIS SCOPE OF WORK DOCUMENT (EXHIBIT A) HAS BEEN CREATED EXCLUSIVELY BY BAY COLONY COMMUNITY ASSOCIATION AND IS NOT TO BE SOLD COPIED OR USED BY OTHER PARTIES THAT ARE NOT MEMBERS OF THE BAY COLONY COMMUNITY ASSOCIATION.