



Millstone Ridge HOA

CHARLOTTE

TRIAD

TRIANGLE

WILMINGTON

POOL MANAGEMENT CONTRACT

THIS AGREEMENT made and entered into this, September 4, 2025 by and between **AQUA TECH POOL MANAGEMENT, LLC** (hereinafter "AQUA TECH") and **Millstone Ridge HOA** (hereinafter "OWNER").

1. AQUA TECH agrees to manage OWNER's pool and provide the services and supplies as set forth herein.
2. OWNER agrees to provide AQUA TECH equipment and assistance and to pay AQUA TECH timely as set forth herein.
3. **PAYMENTS:** AQUA TECH hereby agrees to perform the work and services set forth upon specifications, conditions and terms as set forth herein from 2026 through 2028.

Option 1: Saturday of Memorial Day Weekend to Labor Day	\$8,200 + plus applicable taxes
Option 2: First Saturday of May to Labor Day	\$9,800 + plus applicable taxes
Option 3: Saturday of Memorial Day Weekend to Last Sunday in September	\$9,800 + plus applicable taxes
Option 4: Second Saturday in May to Second Sunday in September	\$9,800 + plus applicable taxes
Option 5: First Saturday of May to Last Sunday in September	\$11,200 + plus applicable taxes

*There will be a 3% price increase in years 2027 and 2028.

Choose Option: 2

OWNER must provide the appropriate sets of keys within 7 days of executing the contract

CONTRACT PRICING: In our quest to be the best pool service provider in the region we ask that this contract be signed and returned to our office before November 1st. This will ensure we have time to properly staff and train the personnel for your pool. If a contract is not signed prior to November 1st, the contract total amount shall increase by 3% and must be signed prior to January 31st.

AUTOMATIC RENEWAL: In the event the owner desires not to renew and extend this agreement as provided herein, Owner, at its sole discretion shall provide AQUA TECH with written termination notice on or before October 31st of the final year thus terminating this agreement effective December 31 of the final year of this agreement. Unless terminated by the Owner as provided above in this paragraph or for non-performance issues as provided herein, this agreement shall automatically renew on the same terms in conditions herein at the contract amount in effect for the immediate preceding year, plus 3% percent.

Invoices will be billed 30 days prior to the following due dates:

- a. 5% February 1st
- b. 10% March 1st
- c. 10% April 1st
- d. 20% May 1st

- e. 20% June 1st
- f. 20% July 1st
- g. 10% August 1st
- h. 5% September 1st

- Any payment which remain outstanding in excess of thirty (30) days shall accrue interest on the full outstanding balance, from the date such was first due, at the rate of one and one half percent (1.5%) per month.
- A notice of delinquency will be sent to the OWNER for any amount's delinquent beyond thirty (30) days. The notice shall request immediate payment of the delinquent balance. The notice shall also state that the OWNER will be responsible for all costs of collection, attorney's fees, administrative fees and interest charges on all delinquent amounts.
- Unless otherwise specifically agreed in writing by AQUA TECH, partial payments will be applied in the order first to last as follows: (1) attorney's fees, (2) collection costs, (3) interest charges, (4) administrative fees, (5) principal arrearage, and (6) current principal due.
- This policy is intended as a guideline for AQUA TECH to facilitate its collection efforts. Failure of AQUA TECH to strictly adhere to the provisions herein shall not be deemed a waiver or abandonment of its right to collect principal arrearage, attorney's fees, collection costs, interest charges, administrative fees and current principal due.
- AQUA TECH reserves the right to disrupt and/or terminate service during any period in which OWNER has a balance that is beyond forty-five (45) days past due.

4. **OPERATING OUTSIDE CONTRACT DATES:** If the OWNER wishes to extend the season before or after contract dates above, AQUA TECH will charge \$100 per day for each additional day of operation. OWNER agrees to notify AQUA TECH of their desire to open early at least thirty (30) days prior to the scheduled opening date, or thirty (30) days prior to scheduled closing date to extend.

5. **PRE-SEASON OPENING:** AQUA TECH agrees to make pool "ready to swim" by completing the following services:

- a. remove pool cover (if applicable)
- b. vacuum pool
- c. clean pool deck of loose debris (pressure washing provided at an additional cost)
- d. inspect chemical feeders (report problems as needed)
- e. inspect all filtration equipment (report problems as needed)
- f. inspect flow meters, pressure gauges, and valves (report problems as needed)
- g. mount diving boards, guard chairs, and ladders (report problems as needed)
- h. clean bathhouse
- i. inspect underwater lights (report problems as needed)
- j. set up and clean pool deck furniture (pressure washing provided at an additional cost)
- k. order, store and inject all necessary chemicals to establish proper levels for:

free chlorine

2.0 – 5.0 ppm

total alkalinity	80 - 120 ppm
pH	7.2 - 7.8 ppm
calcium hardness	200-500 ppm
cyanuric acid	below 80

AQUA TECH is not responsible for the following unless otherwise contracted by OWNER to:

- a. pressure wash pool deck, sidewalks, entryways, or other concrete.
- b. pressure wash furniture.
- c. pressure wash or clean pool house walls, breezeways or building exterior.
- d. perform any treatments or cleanup of weeds and/or other landscaping.
- e. perform pest control or prevention in or around pool area.

6. **PERMIT:** AQUA TECH will apply and obtain a Swimming Pool Operation Permit from the local health department. There will be a \$100 processing fee in addition to the county permit fee.

AQUA TECH shall:

- a. clean and chemically balance pool to local health department standards
- b. complete the county operating permit application and return it to the health department with the permit fee (paid by OWNER). This will include the Pool Drain and Safety Compliance form. AQUA TECH will provide estimates for any additional data required for compliance.
- c. assist OWNER with identifying and completing all necessary repairs, as needed
- d. schedule pre-season Health Department inspection and secure permit

7. **POOL OPERATIONS:** AQUA TECH agrees to furnish a trained Pool Operator required to operate the pool.

8. **CLEANING:** Cleaning and maintenance work will be completed daily during the summer season according to schedule in Section 14 of this Agreement.

9. **VANDALISM:** A minimum charge of \$250 for cleanup required as the result of vandalism shall be paid by OWNER to Aqua Tech, provided such charges have been approved by OWNER.

If there is broken glass inside of the pool area, AQUA TECH, as directed by local regulatory agency, will always suggest pool be completely drained and cleaned. A price to drain and clean the pool will be provided by AQUA TECH for OWNER approval. If OWNER declines the option to drain and clean the pool, AQUA TECH will make every effort to ensure no glass gets missed but shall not be held liable for any claims or injury resulting from broken glass.

10. **SUPERVISION:** An AQUA TECH Pool Supervisor will inspect the pool (and facilities) at least two times each month during the full-time operation of the pool. Additional inspections and/or visits to the pool will be made by an AQUA TECH Pool Supervisor as needed to assure OWNER's and AQUA TECH's satisfaction with work being done at the pool.

11. **MINIMUM SAFETY STANDARDS:** OWNER agrees and acknowledges that it is the OWNER's responsibility and duty to operate OWNER's pool within the established minimum

safety standards. The National Spa and Pool Institute “Minimum Standards for Public Pools”, the National Electrical Code, and all local health and building codes shall be used as minimum standards for safety herein.

- AQUA TECH shall verify that OWNER’s pool is following minimum standards in the following areas:

- a. Pool deck free of trip hazards and equipped with all necessary depth marking.
- b. Safety equipment: ring buoy(s), shepherd’s hook(s), first aid kit, safety rope
- c. Proper signage as required by the governing body.
- d. Compliance with all current National Electric Code (NEC) guidelines:

Note: An electrical safety inspection will be required to ensure the pool meets current NEC guidelines. A certified electrician can provide a quote for this inspection.

1. GFI circuit breakers for underwater pool lights.
 2. GFI circuit breakers for all pool pumps.
 3. Proper lighting in rooms where guests and operators will be present.
 4. Proper bonding of pool pumps, handrails, ladders, and other equipment.
 5. Proper functionality of required exhaust fans or ventilation systems.
 6. Proper functionality of GFI receptacles inside and outside of pool house.
 7. Proper functionality of underwater lights and perimeter lighting.
 - i. Only if night swimming or swimming near the listed time of sunset is permitted.
 - e. Compliance with all necessary OSHA requirements including:
 1. An eyewash station capable of supplying a steady stream of solution for 15 minutes.
 2. All Personal Protective Equipment (PPE) necessary for handling pool chemicals.
 - f. Compliance with Fire Marshall Inspections and/or local fire code including:
 1. Any required inspections, chemical permits or associated fees will be the responsibility of the OWNER.
 2. Any fire safety or facility safety related items including but not limited to; signage, fire extinguishers, access/entrance control, egress, or chemical storage requirements is the responsibility of the OWNER.
 - g. Compliance with the Virginia Graeme Baker Pool and Spa Safety Act regulating swimming pool main drain and equalizer covers.
- Payment for work and equipment to bring OWNER’s pool within minimum standards on the above items shall be the responsibility of OWNER.
 - AQUA TECH shall have the right to cancel this Agreement, without penalty, if OWNER elects not to have pool brought up to minimum standards as defined above.

12. **WADING POOL (if applicable):** AQUA TECH agrees to maintain the wading pool and maintain proper water chemistry.

13. **POST-SEASON CLOSING:** The pool will be considered closed to swimmers per the attached schedule, and AQUA TECH will fulfill closing responsibilities. AQUA TECH will complete the following services, as applicable:

1. Water Quality

- a. PH between 7.2-7.8
- b. Free chlorine above 1 ppm
- c. Total alkalinity between 80-120
- d. Cyanuric acid below 80 ppm
- e. Calcium Chloride greater than 200 ppm and below 500 ppm
- f. Add algaecide to retard algae growth

2. Winter Maintenance

- a. pool will be visited once every 7-10 days
- b. fill/ drain pools to proper water level
- c. backwash filter tanks as needed
- d. remove debris from pool
- e. clean skimmer baskets
- f. clean and straighten pump and chemical rooms
- g. inspect chemical feeders and balance pool chemicals
- h. blow deck
- i. store OWNER's furniture where designated by OWNER
- j. remove and store all moveable ladders, lifeguard chairs, and diving boards and other equipment when required
- k. drain and properly store all hoses
- l. install pool cover
- m. winterization of restrooms/pool house/cabanas not included
 - a. if needed can be performed at an additional charge

14. **PERSONNEL:** AQUA TECH agrees to pay the following for its employees:

- a. wages
 - b. income tax withholdings
 - c. Social Security withholdings
 - d. state unemployment insurance
 - e. federal unemployment insurance
 - f. Worker's Compensation insurance
- AQUA TECH will train personnel. Personnel not performing up to the standards of the OWNER will be replaced by AQUA TECH in a timeframe agreeable to both OWNER and AQUA TECH.
 - A Certified Pool Operator (CPO) will train all personnel on independent mechanical and chemical operation of OWNER's facility.

Various AQUA TECH personnel will be responsible for the following duties:

Daily Service:

- a. check and balance water chemistry
- b. emptying skimmer baskets daily
- c. check safety equipment for proper operation
- d. stock restrooms with toilet paper, paper towels, and soap
- e. pick up trash in restrooms
- f. empty trash; change trash can liners on deck and in restrooms

- g. straighten pool furniture
- h. blow deck

Weekly Service:

- a. vacuuming pool – as needed
- b. backwashing filter system – as needed/weekly
- c. moving rollouts to curb and back to facility on designated days

Designated day to roll out to curb: Friday 5 AM

- d. cleaning of restrooms
 - 1. sweep, clean and squeegee floors
 - 2. wipe mirrors
 - 3. clean sinks
 - 4. clean toilets
 - 5. knock down cobwebs
 - 6. AQUA TECH is not a professional restroom cleaning company. If further cleaning is expected, please contract a professional cleaning company for additional cleaning.

Monthly Service:

- a. cleaning tiles around pool edge
- b. clean and organize pump room and chemical room

- **Company is not responsible for:** OWNER will be charged for extra service calls.

- a. Cleaning clubhouse walls, windows, floors, or kitchen area.
- b. Scrubbing and pressure washing pool furniture during the season.
- c. Cleaning up after vandalism, parties, or storms.
- d. Clean up caused from mowing, landscaping, and blowing debris.

15. **WATER QUALITY:** AQUA TECH and its agents, employees, representatives, contractors will be responsible for maintaining the condition of the swimming pool water within the tolerances of the local health department while pool is open to swimmers.

- At no time will the water chemistry cause a failure of permission to operate the pool granted by local health departments. In the event the local health department revokes permission to operate pool due to poor water quality, OWNER 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).
- If, in the discretion of AQUA TECH, it is determined that the water quality is insufficient to properly operate the pool, AQUA TECH shall have the right to close the pool for such period of time as shall be necessary to correct the water quality. Any such closing shall entitle OWNER to a refund in accordance with the formula stated above.

16. **FACILITY ASSESSMENT:** AQUA TECH will perform a Pre/Post Season Facility Assessment for no additional fee by September 15th. AQUA TECH will provide the OWNER with recommendations for short-term as well as long-term needs of the facility. At the OWNER's request, AQUA TECH will perform any repairs listed in the survey.

17. **REPAIR WORK:** AQUA TECH shall stand ready to perform any repair work as needed, however, the OWNER shall have of the option of using another contractor for repair work. Work will be billed as follows:

- a. AQUA TECH will perform minor repairs to the pool and recirculation system, as part of the service provided in this Agreement; however, OWNER shall pay for parts and/ or materials as needed.
- b. Any repairs required as the result of AQUA TECH shall be paid for by AQUA TECH with no cost to the OWNER.
- c. For repair work wherein the cost does not exceed \$500.00, Aqua Tech shall invoice the OWNER.
- d. Any work or equipment more than \$500.00 to be provided by AQUA TECH or AQUA TECH'S Sub-Contractor's, shall be undertaken only upon authorization by the designated representative of OWNER. Upon authorization, AQUA TECH will perform work and invoice OWNER. In the event the OWNER elects not to have such work performed, AQUA TECH may cancel Agreement if the failure to have such work performed interferes with AQUA TECH's ability to carry out its responsibilities under this Agreement.
- e. AQUA TECH will advise the OWNER with regards to any necessary major repairs.

AUTHORITY TO ACT IN CASE OF EMERGENCY:

In the event of an emergency or imminent safety hazard as deemed by AQUA TECH Senior Management (Vice President or above), AQUA TECH will make every effort to contact OWNER representative prior to dispatch of technician(s). OWNER agrees to authorize any expense less than \$2,000.00 without the requirement for prior approval when prior approval could not be achieved. Emergencies that may require immediate action listed but not limited to those below:

1. Failures in pool systems that require immediate pool closure including:
 - i. Pump motors/circulation system
 - ii. Gates, barriers, or access control systems.
 - iii. Electrical systems
 - iv. Plumbing systems
 - v. Main drains
2. Emergency repairs will be considered based on the following criteria:
 - i. If delays will cause residents or staff to be in immediate danger.
 - ii. If delays have the potential to cause an extended closure of the pool.
 - iii. If delays have the potential to cause additional damage to the facility.

18. **CHEMICALS AND SUPPLIES:** AQUA TECH agrees to supply, at its expense:

- a. A chlorinator and all chemicals for safe and clean pool water throughout the summer, including chlorine, pH adjustment chemicals, calcium chloride, sodium bicarbonate, and chlorine stabilizer as needed. AQUA TECH reserves the right to bill OWNER additional for chemicals that are non-standard, such as phosphate removers, algaecides, and water clarifier.
- b. Should pool possess a substantiated and abnormal water loss condition (defined as 1" of water loss, or more, over a 24-hour period) AQUA TECH shall bill OWNER for the additional sanitizing chemicals necessary to maintain proper water chemistry. AQUA TECH will provide quote for a leak detection if requested by

OWNER.

- c. The following pool and janitorial supplies:

toilet paper and paper towels
trash can liners for the pool area and restrooms
sponges
scrub pads
tile cleaner
general purpose cleaner for patio furniture and other general cleaning needs

- d. OWNER shall be responsible for providing, at no cost to AQUA TECH, other equipment, and supplies such as:

leaf rake	key lockbox for AQUATECH use
battery powered leaf blower	3 sets of keys
light bulbs	return outlet covers
fire extinguisher	trash receptacles
water hoses	clock
hose nozzles	water testing reagents
pool vacuum heads	lifeline
pool poles	first aid kit
pool vacuum hoses	pool brush
ring buoys	broom and dustpan
life hooks	deck brush and squeegee
pool signs	skimmer baskets, weirs, and lids
backup chlorination system	water testing kit

Any items from the above list that are not on site prior to 90 days before the scheduled pool opening date shall be considered preapproved by OWNER and will be delivered to the pool and billed by AQUA TECH.

OWNER shall be responsible for lawn care and landscaping around the facility, including outside and inside of the fence line. Monthly weed and pest control around the pool deck is recommended.

- e. Additional Chemicals: If additional chemicals are required to maintain or correct pool water chemistry due to a failure or breakdown of OWNER's equipment, environmental issues, or loss of water due to a defect in OWNER's pool or recirculation system (neither of which are attributed to negligence or other fault of AQUA TECH or agents), OWNER agrees to pay as an additional charge, the reasonable expense of all said additional chemicals.

19. **ACCESS AND UTILITIES:** OWNER will permit and maintain free access to the pool site, and upon signing this Agreement, OWNER will provide access keys (3 sets) to open all locks required to operate the pool properly and safely. OWNER shall also provide security clearance and the necessary codes to disarm any alarm system. AQUA TECH shall keep and safeguard all keys, releasing keys only to authorized personnel. All keys provided AQUA TECH will be returned to OWNER in the event of termination of this Agreement.

OWNER further agrees to furnish without cost to AQUA TECH:

- water
- electricity
- 110-volt electrical outlet in pump room
- garbage pick-up service
- telephone access

20. **TELEPHONE:** OWNER shall be responsible for providing an operational emergency telephone accessible at the pool site. Per Health Department regulations, the pool must be closed if the emergency telephone is not operational. OWNER is responsible for having the emergency telephone in operation by **MARCH 1st**. Any pool inspections that must be rescheduled due to emergency phone not working will require a re-inspection fee of **\$200 paid by OWNER**. OWNER will be charged **\$75 per visit** each time an AQUA TECH employee is required to visit the pool to check if the phone is operational. The pool will not be guaranteed to open on time if the emergency phone is not operational. In the event of a telephone outage, AQUA TECH will try a new landline phone to determine if the phone itself is the problem. OWNER will be charged for any replacements of the emergency phone. Meeting phone company technicians, further diagnostics or troubleshooting are the responsibility of the OWNER or OWNER's representative.

21. **EMERGENCY CLOSING OF POOL:**

- AQUA TECH will treat fecal incidents on the daily visit to the pool if the service technician has not already made the stop. If the fecal incident requires a return visit to the pool, the OWNER will be charged \$100 for each trip.
- OWNER and/ or AQUA TECH may close the pool in an emergency, whether the emergency is caused by breakdown of equipment, or by other causes outside of AQUA TECH's control; this shall not require any change or adjustment in any of the provisions of this Agreement. Should a time lapse more than ten (10) days be necessary to perform repairs and/ or restore pool to normal operations, AQUA TECH shall refund fifty (50) percent of the daily operating cost from the tenth day on. This refund will occur until such time as the pool is reopened for normal operation within thirty (30) days, OWNER may cancel this Agreement by written notice to AQUA TECH. Should the pool close due to AQUA TECH associated performance, for one day or more, AQUA TECH will refund 100% of the daily operation cost beginning on the second day of closure.
- OWNER agrees to provide an environment that is safe and crime free as is reasonable in connection with the safe operation of the pool and compliant with local, state, and federal laws. AQUA TECH shall have the right to close the pool at any time should the safety of patrons or AQUA TECH's employees become compromised or threatened. Situations that warrant closure shall be determined at AQUA TECH's discretion but shall generally be defined as any imminent threat or danger, real or perceived that could potentially cause harm if not eradicated. Any such closures shall immediately be reported to OWNER. Un-remedied patterns, or repeated episodes may warrant, at AQUA TECH's discretion emergency closures.

22. **AQUA TECH INSURANCE/ LIABILITY:** AQUA TECH shall maintain and keep in full

force the following coverage:

- a. Worker's Compensation insurance covering any persons engaged on behalf of AQUA TECH in the performance of the terms of this Agreement who cannot demonstrate proof of Worker's Compensation insurance coverage.
- b. General liability and Umbrella insurance in the amount of \$10,000,000.00
- c. AQUA TECH agrees to supply copies of the certificates of insurance to OWNER verifying the above-mentioned insurance coverage. It is the responsibility of OWNER to provide all other insurance coverage
- d. AQUA TECH assumes no liability for damage or injury to persons or property arising from or caused by Acts of God. Except as to agents, employees, representatives, contractors of AQUA TECH, AQUA TECH 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 alcohol or other substances, whether legal or illegal. AQUA TECH shall not be liable or responsible for any injuries or damages that arise at any time during which AQUA TECH lifeguards were not in use unless caused by the negligence of AQUA TECH. Further, AQUA TECH shall not be held liable for any personal effects of any person or persons utilizing the pool facilities.

23. **OWNER INSURANCE/ LIABILITY:**

OWNER shall maintain and keep in full force and effect following coverage:

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

OWNER agrees to supply copies of the certificates of insurance to AQUA TECH verifying the above-mentioned insurance coverage.

24. **CANCELLATION:** OWNER shall have the right to cancel this Agreement based on AQUA TECH's non-performance of duties and responsibilities as listed below. AQUA TECH shall have the right to cancel this Agreement based on the OWNER's failure to fulfill their obligations.

- (1) OWNER shall notify AQUA TECH by certified mail of any problem regarding performance as detailed in this Agreement. AQUA TECH shall have 48 hours following notification to remedy stated violation of contract.
- (2) If AQUA TECH fails to remedy violation and continues to not perform as detailed in this Agreement; OWNER may terminate Agreement by providing five (5) days' written notice to AQUA TECH by certified mail.
- (3) In the event that the OWNER terminates the contract by procedure stated above, the OWNER shall either be entitled to a refund for money paid in advance or shall be responsible for a balance owed to the AQUA TECH. 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 AQUA TECH by OWNER as of termination date. The resulting figures shall either be the refund to which the OWNER is entitled, or the remaining balance owed to AQUA TECH.

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

25. **TIME OF ESSENCE:** Time is of the essence with respect to the performance of each party's obligations under this Agreement.
26. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of North Carolina.
27. **ENTIRE AGREEMENT, MODIFICATION, and 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 inure to the benefit of OWNER and AQUA TECH and to their respective successors and assigns.
28. **SEVERABILITY:** If any term or provision of this Agreement of the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or application of such term or provision or 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.
29. **AQUA TECH'S OPTION IN THE EVENT OF CHANGE OF LAWS:** If there is a change in local, state or federal law (ie. minimum wage increase) concerning any cost aspect relating to this proposal, AQUA TECH may present a new Agreement to OWNER, which will supersede and replace this Agreement. OWNER shall have thirty (30) days from the date of receipt of the new Agreement in which to accept or reject the new Agreement. In the event the OWNER elects to reject the new Agreement, this Agreement may be terminated at the sole option of AQUA TECH.
30. **AQUA TECH'S OPTION IN THE EVENT OF INCREASE IN OPERATING COSTS:** If there is an increase of ten percent (10%) or more in any cost aspect (including necessary increases in wages paid to pool staff, insurance, chemicals etc.) relating to this proposal, AQUA TECH may present to OWNER a reasonable increase in the price of this Agreement based solely on AQUA TECH's additional cost of providing the services provided for herein. OWNER may, at its sole option, choose to refuse to pay an increase in price. In the event the OWNER elects not to pay the increase, this contract may be terminated with 10 days written notice to OWNER at the sole option of AQUA TECH.
31. **ATTORNEY'S FEES:** In the event of legal action to enforce the rights of either AQUA TECH or OWNER 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, all litigation expenses, including reasonable and prevailing attorney's fees.

32. **ACCEPTANCE:** Acceptance of this Agreement by OWNER through signatures below and return of this Agreement along with any payments due hereunder will constitute a contract entered into in accordance with the specifications, terms and conditions and addenda attached hereto.

33. **OWNER BILLING ADDRESS:**

Invoices may be sent through USPS or electronically via email, please select below:

Name: Millstone Ridge

Street: N/A

City: N/A State: N/A Zip: N/A

Telephone: N/A

or

Email: HMCInvoicehmcinvoices@payableslockbox.com

AQUA TECH POOL MANAGEMENT, LLC

BY: *Matthew Yates* VP – Service Division Date: September 4, 2025
Matthew Yates

Millstone Ridge HOA

SIGNED BY: *Noor Altaie* Date 11/17/2025
Noor Altaie (Nov 17, 2025 11:28:43 EST)

PRINTED NAME AND TITLE: Noor Altaie - President