

2026 SERVICE AGREEMENT FOR POOLSIDE PROS

This Agreement is made between **Whispering Meadows Homeowner's Association**, (The Association), a non-profit organization in the State of Missouri, located at **4455 S. Davidson Drive, Independence, Missouri**, and **PoolSide Pros**, (Contractor), a corporation with its principal place of business located at **PO Box 1040 Belton MO 64012** which has the authority to do business in the State of Missouri.

The Association desires to engage Contractor **Poolside Pros** to provide services for the WMHOA pool, as specified in Exhibit A: **Project #1, pool painting; and Project #2, Poured Coupling**. Contractor agrees that it has the requisite expertise, training, staff, and resources, and is technically and professionally capable of performing its obligations under this Agreement. Therefore, for good and valuable consideration, the parties agree as follows:

1. **Scope of Services.** Contractor agrees to provide pool services to the Association as specified below and in Exhibit A.
 - a. Contractor must provide proof of license to do business in the City of Independence and a W9.
 - b. Contractor work may **begin on the date the contract is signed and be completed by mid-April**.
 - c. Warranties on product and or services as specified in Exhibit A, contractor's proposal.
 - d. The Association's point of contact is **Jennifer Cramer** at jmmcramer@yahoo.com. Cell # **816-914-4410**
2. **Contractor Responsibilities.** Contractor shall be responsible for all materials, manpower, and equipment necessary to provide the services described herein, and the Association shall cooperate by providing information necessary to the Contractor upon request. Contractors' materials and equipment must be removed from the Association's property at the end of each workday.
3. **Subcontractors and Suppliers.** Contractor agrees to indemnify the Association for any costs and/or expenses, in whole or in part, that are due to any subcontractor or supplier for services provided under this Agreement. Subcontractors' materials and equipment must be removed from the Association's property at the end of each workday.
4. **Term, Renewals, and Termination.**
 - 4.1 **Term and Renewals.** The term of this Agreement shall begin March 2026, and continue until the week of May 11, 2026, weather permitting. The term may be extended or renewed for a specified period by mutual written agreement of the parties. Such extension or renewal must be in the form of a written Amendment to this Agreement, signed by both parties.
 - 4.2 **Termination.** Each party reserves the right to terminate this Agreement with or without cause upon **60 days'** written notice to the other party. Each party reserves the right to terminate this Agreement immediately if the other party fails to comply with any of the terms and conditions herein.
5. **Compensation.**
 - 5.1 **Fees.**
 - a. For and in consideration of the **services received**, The Association will pay Contractor **Seven Thousand Seven Hundred Forty Dollars (\$7,740)** for work that has been completed for **Project #1 Pool Painting** and **Nine thousand seven hundred seventy five (\$9,775.00)** for work that has been completed for **Project #2 poured coupling** to a total of **Fifteen Thousand Seven Hundered Sixty Three Dollars & Fifty Cents (\$15,763.50)**. **The total price reflects a Ten Percent (10%) discount** as stated in Exhibit A, Contractor's Proposal for the term of the contract period.
 - 5.2 **Payments.**
 - a. The Association and the Contractor have agreed that 50% of the contract price will be paid as a down payment to order the materials and schedule the work in the amount of **Seven Thousand Eight hundred and Eighty One Dollars and Seventy-five Cents. (\$7,881.75)** The Association agrees to pay all undisputed amounts of the final 50% to the Contractor in the amount of **Seven Thousand Eight Hundred Eighty-One Dollars and Seven Five Cents (\$7,881.75)** within (10) days of receipt of a properly itemized invoice for services **already provided**
 - b. Any services that cause Contractor to so exceed the scope of services or any established line-item cost in this Agreement or Exhibit to the Agreement, without the written consent of the Association, shall be performed at Contractor's sole risk and liability, and the Association shall have no obligations, therefore.
 - c. Payment will be made by check or direct pay at no additional cost. A credit card will be used as long as there is no extra charge to the HOA.

5.3 Performance. No payment made under this Agreement shall be proof of satisfactory performance of this Agreement, either in whole or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory service.

6. Order of Precedence. In the event of a conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of any exhibit, invoice, website or other document attached hereto or incorporated herein by reference, the terms and conditions of this Agreement shall govern.

7. Rules and Regulations. Contractor covenants and agrees that Contractor shall observe all the Association policies and procedures, as well as all rules, regulations, and security requirements concerning the safety of persons and property. Upon the expiration or termination of this Agreement, all property and records associated with and belonging to the Association, which is in the possession of the Contractor, must be returned immediately to the Association.

8. Liability Requirements. Contractor agrees to maintain the following insurance throughout the term of this Agreement and any renewals or extension periods to this Agreement:

- A. **Automobile insurance** - to include uninsured and underinsured motorist, in the minimum amounts of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. **General Liability insurance** - in the amounts of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- C. **Workers' Compensation insurance** - per Missouri Statutory required coverage amount, ref: RSMO Title XVIII, Chapter 287.

Upon the execution of this Agreement, Contractor agrees to provide the Association proof of insurance which shall include the stipulations hereunder and state that such coverage will not be cancelled without thirty (30) days written notice. Failure to so provide or maintain any insurance as requested hereunder will not relieve it of any contractual obligation or responsibility herein.

9. Damages. Any damages done by the Contractor to the Association's property or the property of a homeowner within the Whispering Meadows community will be the responsibility of the Contractor to pay for all repairs or replacement of such property.

10. Governing Law. This Agreement is governed by and constructed in accordance with the laws of the state of Missouri.

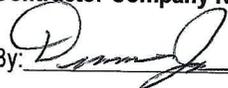
11. Execution. The parties have caused this Agreement to be executed by their authorized representatives on the date written below.

Whispering Meadows Homeowner's Association

By:  Date: 4/19/26

Name:
Title: WM HOA President

Contractor Company Name Pool Side Pros

By:  Date: 1-19-26

Name: Duane Jeppesen
Title: owner