

Cedar Hills Condos Association

THIS AGREEMENT between **Greater Raleigh Pool Management** (the "Company") and **Cedar Hills Condos Association** (the "Customer") is for work to be performed by Company at Customer's pool. Please initial to approve an item and strike through if an item is not approved.

DESCRIPTION OF WORK

Initial

Leak Detection Requires Drain of Pool, Per Leak Detectors. Proposal is to drain the pool. Refill pool using water source and water provided by condo association.

\$00.00 RDR

PAYMENTS. Payment shall be made as follows:

- 50% down payment due prior to beginning work.
- Balance will be due Net 30 days upon completion and billing.
- Prices and conditions of the work listed in this proposal are effective through November 1, 2025 and may be withdrawn by Company after this date.

Payments due C.O.D. dates indicated or dates of execution. Any payments not made on or within thirty (30) days after the due date thereof shall be subject to a delinquent payment fee of 1 1/2% per month or portions of any months. In the event that the Company is obligated to file suit or lien to recover payment of any sums under this Agreement, Customer agrees to bear all reasonable costs of attorney fees.

Prices are for work as specified and under normal conditions. Prices do not include extra work required to correct problems caused by special conditions, such as hitting rock, water, debris, or by deterioration, or poor condition of items not specified for repair below, or damage done as a result of demolition necessary to complete work.

WARRANTY. A warranty period of one-year shall be provided on all workmanship. Manufacturers' warranties shall apply to all parts and equipment installed by Company. If a problem develops during the warranty period, Customer shall promptly notify Company after first discovering the condition. Company will have sole discretion regarding repair or replacement. To be covered, the problem must be observable before the one-year period expires.

LIMITATIONS AND LIABILITY. Company shall perform all work in a good and workmanlike manner. Equipment and parts provided by Company shall be new and purchased from a reputable supplier. Company shall not be held liable for, and Customer agrees to indemnify and hold Company harmless from any claims resulting from, any damages resulting from weather, flooding, hydrostatic conditions, hydrostatic lifting, defective workmanship or design by others, faulty equipment installed by others or mechanical failure of equipment or parts installed by others. Company has no duties with regard to pool or facilities other than those explicitly stated herein.

GOVERNING LAW. This Agreement shall be governed by the laws of the State of North Carolina.

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.

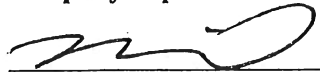
TIME OF ESSENCE. Time is of the essence of this Agreement.

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.

ATTORNEYS FEES. In the event of any legal proceeding or arbitration between the parties, each party shall be responsible for paying its own attorney's fees, except when such fees are related to the collection of payments due.

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.

Company Representative



R.D. Riley, Pres.

Customer / Authorized Agent

Date: 9-18-25