

SWIMMING POOL PRO ALLIANCE INC.

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Please read thoroughly and keep this Alliance Contract Agreement for your records. Please refer to and read the full policy for a complete understanding of all policy terms, conditions, exclusions and endorsements. By signing the SPPA application, you agree to this Alliance Contract Agreement.

Alliance Contract Agreement: Participants in the SPPA program and in good standing are provided a Commercial General Liability policy issued by Navigators Specialty Insurance Company, a brand of Hartford. The policy is ISO based occurrence form and each member has dedicated limits. In consideration of being accepted as a member of Swimming Pool Pro Alliance, Inc. (SPPA) and being granted the rights and privileges of membership in SPPA, YOU (MEMBER), hereby covenant and agree with SPPA as follows: This is a contract agreement between MEMBER and the SPPA. A Certificate is issued in accordance with the Authority Statement granted by Navigators Specialty Insurance Company a brand of Hartford (Company) to Swimming Pool Pro Alliance (SPPA). In consideration of the payment of premium, the referenced Member is bound with the Company as per the Member Policy Term shown on the Certificate. The initial two months dues and the \$125 additional fee must be received with all signed documents. By signing the application, member agrees to the Alliance Contract agreement between MEMBER and the SPPA.

Member Program Guidelines: Member does not participate in any state insurance guaranty funds. In the last 5 years member has not had any claims or know of any circumstances that may result in a claim. Pool/Spa/Ponds/Fountains Service and repairs must be primary business; no revenue is derived from Pool/Spa/Ponds/Fountains construction, remodeling, or other construction. Pool/Spa/Ponds/Fountain cleaning and repair only. All employees must be scheduled to be covered under the policy. Member must provide employee(s) first and last name(s) and effective dates must be listed in order to be scheduled under the members policy. There will be no coverage for claims arising from an employee(s) not listed. Members who have less than one year experience may ONLY restrict their scope of work and responsibility to swimming pool and spa service. This scope of work involves vacuuming, brushing, netting, strainer and filter cleaning, and maintaining the proper pool/spa chemistry. Membership is subject to the binding terms of the Membership Guidelines, Membership Term, Cancellation Policy, and Notification of changes. Once membership application has been accepted and processed, member will receive a proof of insurance certificate, policy number, welcome letter, and receipt.

SPPA Membership Terms: The membership is a monthly membership. This agreement remains in effect until either Member or SPPA cancels this membership. The billing cycle begins on the first of each month. Payments are due no later than the 15th of every month. A \$10.00 late fee will be added to member's bill for any late payments. A \$25 fee will be charged for any returned check or e-check payment. Silver Program members will be charged a \$125 Annual fee as well as \$25 per issued Certificate of Insurance. Silver program members will be notified 30 days in advance with the option to pay the \$125 annual fee or upgrade to the Gold or Platinum program. A 3% credit card convenience fee will be added to the monthly payment. There are no convenience fees associated with ACH transactions.

SPPA Membership Cancellation Policy: If the member wishes to cancel the membership, member may do so by providing a written notice at least 30 days prior to cancellation. Member's last month payment will be applied to the open invoice. Without a 30 day written notice, a termination fee will be administered equal to one months dues. All Checks must be made payable to SPPA and mailed to: Swimming Pool Pro Alliance, Inc. or (SPPA), PO BOX 2485, Temecula, CA 92593. If member is canceled and wishes to continue membership and insurance with the SPPA Program, member must re-apply with a \$125 reinstatement fee and two months dues with a new effective date. Please note, upon cancellation all issued certificates of liability insurance will be rescinded via written notification to the certificate holders.

Notification of Changes- SPPA reserves the right to make changes to (1) this agreement, (2) the sign up fee, and (3) the monthly fee, but must send written notification to the member if any changes take place; it is member's responsibility to notify SPPA of any contact information changes, including but not limited to changes in address, phone number(s), fax number(s), and company dissolution.

Claims: Conditions of the policy require that in the event of a claim, you notify our office as soon as practicable by completing an incident reporting form. Please request an incident reporting form from our office via phone: 877-599-7772 or electronic mail: office@theSPPA.com. The non-refundable deductible fee is due with the incident reporting form and is \$750/Silver Program, \$650/Gold Program, and \$550/Platinum Program. Our office will submit the claim to our claims department. You may follow up with the Claims office via phone: 855-444-4796.

Below are a few important listed exclusions from the SPPA policy. It is important you refer to and read the full policy for complete understanding of all policy terms, conditions, exclusions and endorsements.

EXCLUSION - DIVING BOARDS AND WATER SLIDES: This insurance does not apply to "bodily injury" arising out of and/or resulting from the installation, replacement or repair of diving boards and/or water slides by an insured or additional insured. **EXCLUSION - IN GROUND VINYL POOL LINERS, ABOVE GROUND POOLS, OR FIBERGLASS POOLS:** This insurance does not apply to "property damage" to in-ground vinyl pool liners resulting from the draining of water by an insured or additional insured. Additionally, The insurance does not apply to "property damage" to above-ground or fiberglass pools resulting from the draining of the water by an insured or additional insured. **EXCLUSION - POOL CONSTRUCTION:** This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury," or medical expense arising out of: The construction of a new swimming pool, spa or fountain; or The renovation, remodel or substantial modification to an existing swimming pool, spa or fountain, including but not limited to: Re-plastering, Re-surfacing, Re-tiling an existing swimming pool, spa or fountain. **ANIMAL/FISH EXCLUSION:** This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the injury or death of any animal or fish. Further, we will have no duty to defend you against claims or allegations associated with the injury or death of any animal or fish. **PRESSURE WASHING EXCLUSION:** This insurance does not apply to "property damage" resulting from Pressure Washing. **EXCLUSION - FUNGI, BACTERIA AND VIRUSES:** This insurance does not apply to Injury or damage arising out of or related to the presence of, suspected presence of, or exposure to Bacteria including Legionnaires or Legionella. **ENDORSEMENT-** You warrant to us that, prior to the commencement of any work on your behalf, your subcontractors will have Commercial General Liability Insurance which provides: a. Limits of \$1,000,000 for each occurrence, general aggregate and products completed operations aggregate. b. Will add you as an Additional Insured on such insurance. 2. Should you fail to comply with this Warranty: a. All work performed by such subcontractors will be deemed work performed by you; b. The deductible applicable to "bodily injury" or "property damage" is increased to \$10,000 and is made applicable per claim.