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Eurofins, QC Inc. - POOL / SPA / LAKE Monitoring Program
Professional Services Agreement

This agreement, hereinafter called the "Contract" between:

hereinafter called "Client" and Eurofins, QC Inc., a Pennsylvania Corporation, with offices at 702 Electronic Drive, Horsham, PA 19044 ("The Laboratory") is for professional swimming pool, spa, and lake (collectively herein after referred to as "swimming pool") monitoring services including swimming pool sampling and analysis ("Services") described in the following text, appendices A and B and Terms and Conditions for calendar year 2018.

1. **Terms and Conditions.** Client agrees to the Laboratories terms and conditions (attached) as specified.

2. **Client's Obligation.** To assist Laboratory in performance of the Services hereunder, Client shall: (i) provide Laboratory with all proper documentation and information pertaining to the specific project or activity, including but not limited to permits, written work orders, request for analysis forms, and chain of custody documents; (ii) permit Laboratory reasonable access to Client and/or project location(s) when necessary and at any reasonable time requested; and (iii) ensure cooperation of Client's employees as participants in sampling studies or other activities reasonable and appropriate under the circumstances.

3. **Representatives and Warranties of Client.** To the extent that any samples of any material(s) is/are provided to Laboratory by Client, its employees or agents, Client represents and warrants that all such materials shall be true and correct examples of the materials purported to be presented for testing. Client acknowledges that any misrepresentations with respect to materials furnished to Laboratory will invalidate the result of the Services performed by Laboratory and Client agrees to indemnify, defend and hold Laboratory harmless from any and all claims, costs, expenses, and liabilities, including reasonable attorneys or other expert fees, arising from any such misrepresentation, whether intentional or unintentional, on the part of the Client, its employees or agents.

4. **Project Delays.** If Laboratory is delayed at any time in performing Services by an act or failure to act of Client or Client's employees or agents; by changes in the scope of the work; by unforeseen circumstances including acts of God, including without limitations, fires, floods, riots, or strikes, by foreign or domestic government acts or regulations, or by delay authorized by Client and agreed to by Laboratory, then the time for completion of such Services shall be extended, day for day, based upon the impact of the delay.

5. **Warranty.** Laboratory's Services will be performed and findings obtained in accordance with both PA and NJ DEP "Regulations", Governing Laboratory Certification and Standards of Performance (N.J.A.C. 7:18 / PA Title 28 Part II Chapter 18 Public Swimming and Bathing Places). Any fines levied by PA and/or NJ DEP for late submission of data attributable to tardiness in reporting results by the contract laboratory shall be borne by the laboratory.

6. **Insurance.** Laboratory is presently protected by Worker's Compensation Insurance as required by applicable law and by General Liability and Automobile Liability Insurance (in the amount of $2,000,000. combined single limit) for bodily injury and property damage. Laboratory also maintains Errors and Omissions Liability Insurance (in the amount of $2,000,000. combined single limit). Laboratory agrees to save Client harmless from and against loss, damage, injury, or liability arising from the negligent acts or omissions of Laboratory, its subcontractors, and their respective employees and agents acting in the course and scope of their employment. QC agrees to carry this insurance for the term of the contract.

7. **Termination.** Either party may terminate the Agreement upon thirty (30) day's written notice to the other party. Upon such termination, Client shall pay Laboratory for all Services performed hereunder up to the date of such termination.

8. **Sampling and Analysis Specifications.**

   a) The client agrees that the laboratory will provide the services specified in Appendix A for the term of the contract at the prices specified in Appendix A.

   b) The client agrees that sampling and analysis will be performed according to the specifications of the State and County Regulatory authorities as specified in Appendix B. Deviations from the specified regulatory requirements performed at client request will be annotated accordingly on the Laboratory's report to the client.

   c) Any swimming pool resampling, necessitated by criteria failures for the tested parameters are charged at full rate regardless of facility type. Weekend resampling rates are assessed if applicable.

d) Any requested modifications to the sampling and analysis specifications detailed in Appendix A will be charged at the rates specified in this agreement and the appendix.
e) Weekend sampling is accommodated @ a 33% premium above the regular scheduled daily rate.
f) Unscheduled, same day sampling is charged at a 100% premium.
g) A service fee of the regular sampling rate will be assessed if the Laboratory sampling technician is unable to access the pool for a scheduled sampling event or the client refuses to allow facility access to the sampling technician on a scheduled sampling date. We require 24 hour advance notice of any pool closures.
h) If a sampling event is postponed by the clients, Eurofins QC cannot guarantee sampling will be completed that week.
i) Requests for refunds as the result of opening the facility later than originally contracted, unscheduled closures by Client, or closing the facility prior the scheduled close of the facility (per the contract) will not be honored.

9. **Sample Acceptance Criteria**

a) Clients dropping off samples may do so between 8:00AM and 2:00PM Monday through Thursday at any of our Locations.
b) At the time of drop off, samples must have 80% or more hold time remaining.
c) Clients may not drop off more than 50 samples in a three hour time span and no more than 100 samples in a single day.
d) Standard Eurofins QC Chain of Custodies must be completed fully, correctly, and submitted with samples.

10. **Payment.**

a) Invoices are generated after the end of each month.
b) Acceptable payment options include checks, and major credit cards (Visa, MasterCard, American Express, and Discover) designated by the by the Payment / Credit Card Authorization Form.
c) The Company will bill any resampling charges to the credit card provided with the signed contract. For those clients who do not provide a credit card, all invoices for resampling charges must be paid within 30 days from date of invoice. If payment is not made, testing may become interrupted.

11. **Miscellaneous.** The specifications set forth herein and the attached terms and conditions and appendices constitute the entire understanding of the Parties relating to the provisions of the Services by Laboratory to the Client. All previous proposals, offers, and other communications relative to the provisions of these Services by Laboratory, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated.

a) In the event a party shall be successful in any suit for damages for breach of this Agreement, including nonpayment of invoices, or enforce this Agreement or to enjoin the other party from violating this Agreement, such party shall be entitled to recover as part of its damages its reasonable legal costs and expenses for bringing and maintaining any such action including reasonable attorney's fees.
b) This Agreement shall inure to the benefit of and be legally binding upon the parties hereto and the heirs, executors, administrators, personal representatives, successors and assigns of each of them.
c) This Agreement shall be governed as to validity, interpretation and effect by the law of the Commonwealth of Pennsylvania.
d) Any headings preceding the text of the paragraphs hereof are inserted solely for the convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.
e) The parties hereto agree to promptly execute any and all documents necessary or advisable to fully effectuate the terms and conditions hereof.
f) No change or modification of this Agreement shall be enforceable against any party unless the same is in writing and signed by the party against whom enforcement is sought.
g) Any and all notices, designations, consents, offers, acceptances, or any other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested. All such notices shall be effective upon receipt thereof.