



Membership Agreement

3250 Grey Hawk Ct., Carlsbad, CA 92010
 Phone: (760) 599-9181
 Fax: (760)599-9188
 www.asaponline.com

(INFO IN BOX) FOR OFFICE USE ONLY

Company: _____	Membership No: _____
Effective Date: _____	
Initial Fee (admin + 2 months): \$ _____	
Monthly Payment: \$ _____	Rep: _____

This is an agreement between _____, now referred to as "Member", and American Spa and Pool Pro's, Inc., now referred to as "ASAPP", dated as of _____.

In order for membership to be effective as of _____, admin fee plus first and last month's payment must be received within 15 days from the effective date. Member is in the business of Pool cleaning and servicing only. Membership is bound by the terms below (specific description of terms can be found on page 2 and 3 of this agreement):

1. Membership Guidelines, Conditions, Exclusions, and Endorsements
2. Membership Term, Cancellation Policy, ASAPP's right to cancel
3. Notification of Changes

Members of PCA's ASAPP are entitled to a General Liability Insurance policy through Preferred Contractors Insurance Company, RRG with an aggregate limit of \$5,000,000 that is shared amongst all members of Preferred Contractors Association's swimming pool service (ASAPP) division. The insurance company is Preferred Contractors Insurance Company, RRG. The coverage is Commercial General Liability – Manuscript Form; the policy is a Manifestation Occurrence policy and all members must share an aggregate limit listed below:

GENERAL LIABILITY COVERAGES	LIMITS OF INSURANCE
AGGREGATE	\$ 5,000,000.00
OCCURRENCE	\$ 1,000,000.00
PROPERTY DAMAGE	\$ 1,000,000.00
BODILY INJURY	\$ 1,000,000.00
FIRE LEGAL	\$ 50,000.00
MED PAY	\$ 5,000.00
HAZMAT	\$ 2,500.00
DEDUCTIBLE	\$ 250.00 BI/PD per Claim



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GUIDELINES

DOES NOT PARTICIPATE IN ANY STATE INSURANCE GUARANTY FUNDS. POOL AND SPA SERVICING MUST BE PRIMARY BUSINESS; NO MORE THAN 40% OF YOUR REVENUE IS DERIVED FROM REPAIRS AND NO REVENUE IS DERIVED FROM POOL/SPA CONSTRUCTION OR POOL/SPA REMODLING (POOL/SPA CLEANING AND REPAIR ONLY). ALL EMPLOYEES MUST BE SCHEDULED TO BE COVERED UNDER THE POLICY

CONDITIONS

- 1. ADDITIONAL INSURED ENDORSEMENT IS INCLUDED**
- 2. PROVIDE SSN# OR FEIN#**
- 3. PROVIDE INITIALED AND SIGNED SUPPLEMENTAL APPLICATION**
- 4. PROVIDE SIGNED NO LOSS LETTER FROM INSURED FOR PAST FIVE YEARS**
- 5. ALL MONTHLY PAYMENTS ARE REQUIRED TO BE SET ON AUTOMATIC PAYMENT**

POLICY EXCLUSIONS

Include but are not limited to E.I.F.S, Contractual liability, professional liability, liquor liability, employment related practices, asbestos, fungi/bacteria, lead contamination, silica and formaldehyde contamination, concrete sulfates, earth movement/subsidence, punitive or exemplary damages, demolition, sandblasting, subcontracted work, cross suit, abuse or molestation, retaining walls over three (3) feet in height, total pollution; the use of, storage of or disposal of oil paints, lacquers, liquids, or related items that may lead to, promote, contribute to combustion/fire; assault and battery, communicable disease, prior acts, pending litigations, operations not disclosed on the application or reported to the company, CCA, wrap-up work, heating devices unless purchased, coverage for acts of terrorism, schools/recreational, new-and/or structural condo/townhome/HOA work, roofing operations, pool construction/remodeling (Service & Repair only), metal erection (structural), performance of or failure to perform professional services of architect, engineer or surveyor, construction managers and other similar, and their agents; explosives or explosive devices, financial services, violation of any penal statute or ordinance, unsolicited advertising or communication.

ENDORSEMENTS

**\$50,000 MAX LIMIT ON POP-UP
\$50,000 MAX LIMIT ON OVERFLOW
\$2,500 MAX LIMIT ON HAZMAT**

MEMBERSHIP TERM

The membership is an annual membership to be renewed every year at which time the member will pay the admin fee in addition to the first and last month's payment if member wishes to continue membership. If Member renews their membership, this agreement remains in effect until either Member or ASAPP cancels this membership. The first month will be prorated—billing cycle begins on the first of each month.

CANCELLATION POLICY

If the member wishes to cancel the membership prior to one year, member may do so by sending a written notice at least 30 days prior to cancellation. Check must be made payable to ASAPP and notice must be mailed to:

**ASAPP
3250 Grey Hawk Ct. Carlsbad, CA 92010**

PCA's



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Member's monthly payment will not be prorated if member sends 30 day's notice in the middle of month's coverage; if notice is received in the middle of the month's coverage ASAPP will not return the last month's initial fee paid by member.

ASAPP'S RIGHT TO CANCEL

ASAPP reserves the right to cancel membership if: (1) member does not meet the conditions, (2) member does not follow guidelines, (3) member commits fraud, (4) member makes more than one late payment within a year from effective date and if late payment is not received by the following due date (payments are due no later than the last day of the billing month), or (5) on grounds of other underwriting discrepancies or reasons. If cancelled for nonpayment, reinstatement fees may apply.

NOTIFICATION OF CHANGES

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

BY SIGNING THIS, I AGREE TO ALL TERMS OF THIS MEMBERSHIP AND I REPRESENT THAT I HAVE THE LEGAL CAPACITY TO ACCEPT THIS AGREEMENT AND I AM AUTHORIZED TO BIND THIS AGREEMENT FOR

_____, REFERRED TO AS "MEMBER".
Company name

ONCE MEMBERSHIP AGREEMENT AND NO LOSS WARRANTY LETTER ARE SIGNED AND RECEIVED BY ASAPP, MEMBER WILL RECEIVE A BINDER AS A TEMPORARY INSURANCE CONTRACT AND A POLICY NUMBER.

SIGNATURE: _____
TAX ID or SS # : _____

Please Check the Appropriate box of how you heard about ASAPP:

- Recruiter: Amanda Rodriguez (760) 622.6464
- Recruiter: Danielle Medulla (760) 271.9838
- Recruiter: Robert Wells (760) 599.9181
- Pool & Spa Tradeshow: If checked, please list location of show-_____
- SCP/PEP/SPP or other pool supply stores. Please list location-_____
- Current ASAPP Member. Please list members name and/or co. name-_____