

Pro Water Treatment ... Your Cooling Tower People

“Professional Solutions for Your Water Treatment Concerns”

Proposal - TREATMENT OF AIR CONDITIONING/HEATING CIRCULATING WATER

Valiant House
801 S. Ocean Drive
Hollywood, FL 33019

Re: cooling tower water treatment

May 6, 2026

Attn:
Patrick Nolan - President

Dear Patrick:

As per our discussions, we hereby propose to apply our **Pro Water Treatment's Traditional chemical (liquid or solid) service program** to the water circulated through the air-conditioning/heating equipment located at the above referenced property. The service is rendered by trained employees of **Pro Water Treatment**. We shall perform the following:

1. Provide proposed water treatment equipment and apply chemicals.
2. Monthly inspections of all feeding equipment.
3. Monthly collection and analyze samples of the treated water.
4. Review chemical control of the treatment.
5. Report excessive system water losses and other abnormal operating conditions within the limits of our test data.

<u>Equipment to be Treated</u>	<u>Tonnage</u>	<u>Operation</u>	<u>Service Fees (See Below)</u>
(1) Cooling Tower Systems	Approx. under 300 tons each.	12 months per year	*\$375.00 per month will include treatment equipment of our choice, remote monitor router, biocide & inhibitor under normal operation conditions of cooling tower systems.

Terms and Conditions: Service agreement investment shall be \$375.00 per month for 1 year of service, \$4,500 in total plus applicable taxes. **The installation of taps, sewer drain, structure for equipment and electrical outlet are not included but required. If this proposal is acceptable, sign below and return a copy along with the first month service fee payment.**

Accepted: Valiant House

Pro Water Treatment, Inc.

Patrick Nolan

dotloop verified
05/11/26 3:18 PM EDT
5DJJA-HA5N-G5EV-JWIV

Jorge L. Rodriguez

By _____

Jorge Rodriguez
President

Date _____

***Please note additional conditions which are part of this proposal.*

ADDITIONAL CONDITIONS

1. This proposal is subject to revision if not accepted within 90 days from the date shown on the face hereof.
2. Title of the chemical feeding equipment is to remain with Pro Water Treatment, Inc. Unless otherwise agreed, all equipment installed by Pro Water Treatment, Inc. to perform the services and functions of this agreement shall not be considered a permanent fixture to the.
3. Fees quoted do not include sales or use taxes. These will be added applicable.
4. The conditions set forth herein shall constitute the sole terms and conditions of this proposal. No modification or addition to this submitted by you containing other, additional, or different terms or conditions unless specifically agreed to by us in writing. Proposal shall be effective by the acknowledgment or acceptance by us of any purchase order, acknowledgment, release, or other forms.
5. Our failure to perform any of services hereunder when due to conditions reasonably beyond our control, such as but not limited to, acts of God, strikes, shortage of labor, fires, accidents, shortages or inability to obtain materials, chemicals, or equipment, action by any governmental authority, compliance with any law, order, direction, regulation or request of the government of the United States, or of any state or of any agency, department or officer thereof, shall not subject us to any liability for our failure to perform hereunder. In no event shall we be liable to you for consequential, special, or contingent damages. The settlement of strikes affecting our performance hereunder shall be entirely within our discretion.
6. The fee stated hereunder is firm for the two years of service unless the conditions upon which it was based change materially, in which event we reserve the right to change the fee at any time upon thirty (30) prior written notices to you.
7. This proposal is based on existing operating conditions at your premises and upon information which you have supplied to us. In the event these conditions change materially or the information which you have supplied to us proves incorrect, we shall have the right to notify you in writing of required changes or corrections to be made at your expense and if you fail to make such changes or corrections within thirty (30) days of such written notice we shall have the right to terminate our services hereunder without any liability to you, or to modify our treatment program and adjust the fee stated hereunder upon thirty (30) day's prior written notice to you.
8. This proposal is based on the understanding that water losses existing at the time our service begin will not exceed twenty percent (20%) of the system volume per month; otherwise, the conditions of Paragraph 8 shall apply.
9. You hereby represent that you have lawful right, power, and authority to enter into any agreement for the services to be performed on the premises or the equipment referred to herein, and that you hereby grant to us, our agents, servants, and employee's free and unimpeded access thereto at all reasonable times to perform the services hereunder. Failure to provide such access shall be grounds for us to cancel this agreement at any time.

10. Should we at any time consider that conditions do not warrant our performance of services hereunder on the terms of payment stated herein, we shall have the right to change the terms of payment or terminate this agreement upon five (5) days' prior written notice to you.
11. The services to be performed hereunder are based on the best information available and are believed to be sound, but because the day-to-day application and control of water treatment programs and variations in operating conditions are beyond our control, we do not make any warranty, express or implied, as to the effectiveness, suitability, or results of our services. Accordingly, we shall not be liable for any corrosion, scale, or any damages direct, indirect, or consequential. Failure to give notice of claim within ten (10) days after the occurrence upon which the claim is found shall constitute a waiver by you of such claim. In the case of air washers, sprays must be in operation if the equipment is to be protected from the severely corrosive action of moisture, which condenses during dehumidification; otherwise, no corrosion-inhibitor chemicals can be brought to the metal surfaces.
- 12. Pro Water Treatment, Inc. makes no warranties of any kind, whether express or implied with respect to the quality, design, condition, merchantability, or fitness for a purpose or use of the equipment, products, materials, or chemicals provided under this Agreement.**
13. All boiler systems, especially ones which have low workloads, tend to be problematic to the owner of this equipment. Low workload and on/off cycles with periods of idleness results in the cool down of the condensate water, feedwater, and boiler water. This cool down makes boiler systems prone to corrosion water, feedwater, and boiler water. This cool down makes boiler systems prone to corrosion even with a water treatment program. A water treatment program is a vital but small part of the preventive maintenance program for the boiler system; therefore, it is incumbent on owner of this equipment to devote the resources, labor, and vigilance necessary to properly monitor and maintain the boiler and its components which includes that water treatment program. Pro Water Treatment Inc. will not be responsible for boiler system corrosion issues or any other issues related to the boiler system.
14. The charges for the service and installation are payable within thirty (30) days of invoice.
15. The acceptance of this proposal is subject to credit approval.
16. Any fees incurred by Pro Water Treatment, Inc. including but not limited to, attorneys, court & collection agencies, will be borne by the customer in the event that the fee for the service is not remitted within a reasonable period of time.
17. You hereby represent that you are complying and will continue to be complying throughout the entire term that this agreement is in effect, with ANSI-ASHRAE Standard 188-2015, Legionellosis: Risk Management for Building Water System.
18. This agreement does not include any testing, sanitization, or risk assessment for Legionella. However, if client wishes to test or have a risk assessment performed for Legionella, Pro Water Treatment, Inc. will provide the information of third-party vendors who can perform said services. **Please see the Legionella Disclosure attached hereto.**

Legionella Disclosure

• *Legionella*

Infections: The bacterium *Legionella* can cause a serious type of pneumonia called LD in people at risk. Those at risk include people who are at least 50 years old, smokers, or those with underlying medical conditions such as chronic lung disease or immunosuppression. Outbreaks have been linked to poorly maintained water systems in buildings with large or complex water systems including hospitals and long-term care facilities. Transmission can occur via aerosols from devices such as showerheads, cooling towers, hot tubs, and decorative fountains.

• **Facility Requirements to Prevent Legionella Infections:** Facilities must develop and adhere to policies and procedures that inhibit microbial growth in building water systems that reduce the risk of growth and spread of *legionella* and other opportunistic pathogens in water.

• *This policy memorandum applies to Hospitals, Critical Access Hospitals (CAHs), and Long-Term Care (LTC). However, this policy memorandum is also intended to provide general awareness for all healthcare organizations.¹*

OPTIONAL LEGIONELLA TESTING

I agree to have Pro Water Treatment, Inc., to only collect a water sample one time per year from each system for Legionella testing. Once the water sample is collected, it will be sent to third party laboratory for Legionella testing. The test results will be provided to the client once a report has been prepared by the third-party laboratory. This additional service will be performed for a fee of \$300.00 per sample.

Pro Water Treatment, Inc. makes no warranties of any kind, whether express or implied with respect to the quality, design, condition, merchantability, or fitness for a particular purpose or use regarding the water samples, testing, results, or reports related to the Legionella testing.

I do not wish to have Legionella testing.

By _____

Date _____

RISK ASSESSMENT DISCLOSURE

Should you wish to have a Risk Assessment performed for Legionella, you may contact any company that can perform the assessment, or we can recommend a few companies for your conviences.

I acknowledge receiving this risk assessment disclosure.

By _____

Date _____

Chemical Program

Item	Description
065-P TruVue-r Bellaside	Scale / Corrosion Inhibitor Oxidizing Biocide

Feeding & Control Equipment

Following equipment will be provided to you on our lend & install program:

Item	Price
(1) Microtron – Microprocessor conductivity controller with selectable inhibitor & biocide timer.	\$1,500
(1) ½” ABS Solenoid Valve	\$300
(3) Seko Pumps	\$1,200
Installation materials	\$1,000
Total equipment value	\$4,000 lend & install value (ProWater’s property)