

2020 Pool Management Contract Resolution Worksheet

Suggested Motion:

“I move to approve a 1-year pool management Contract beginning March 2020 with _____ Pool Management Company at a 1-year cost of \$ _____ with funds to come from GL 6547.000.”

High Sierra Pools	\$113,040.00
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American Pool Service	\$105,470.00
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Vote:

	In Favor	Opposed	Abstained	Absent
Scott Buchanan				
Dan Courtney				
Susan Cox				
Maria Wildes				
James Konkel				
Nathan Davis				
Kathy Schramek				
Nicholas Soto				
Robin Woods				

FY21 POOL QUOTES

Vendor	Pool A	Pool B	Pool C	Total	Annual Savings
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High Sierra
2704 Columbia Pike,
Arlington, VA 22204
P: (703) 920-1750 ext. 103
www.highterrapools.com

FY21	\$ 42,900.00	\$ 32,520.00	\$ 37,620.00	\$ 113,040.00	
FY22	n/a	n/a	n/a	n/a	
FY23	n/a	n/a	n/a	n/a	

American Pool VA
6596 Fleet Drive,
Alexandria, VA 22310
703-579-0885
www.americanpool.com
www.guardforlife.com

FY21	\$ 40,740.00	\$ 31,290.00	\$ 33,440.00	\$ 105,470.00	\$ 7,570.00
FY22	\$ 40,740.00	\$ 31,290.00	\$ 33,440.00	\$ 105,470.00	
FY23	\$ 42,190.00	\$ 32,390.00	\$ 34,640.00	\$ 109,220.00	

SWIMMING POOL MANAGEMENT AGREEMENT

WHEREAS, High Sierra Pools Inc. (HSP) offers pool management services for the operation of commercial swimming pools and is an independent contractor; WHEREAS, Client wishes to hire HSP to perform certain specific pool management services for its swimming pool or swimming pools; WHEREAS, this Agreement supersedes any other prior agreements between the parties where those agreements or contracts conflict with the terms of this Agreement; WHEREAS, HSP desires that there be a mutual understanding of the scope and extent of its duties and that the overall relationship between the parties be clearly defined because of the potentially hazardous nature of a swimming pool and because of certain operating constraints; NOW THEREFORE, for good and valuable consideration and subject to the foregoing Recitals, the receipt and sufficiency of which are hereby acknowledged, HSP and Client agree as follows:

SECTION 1. GENERAL SPECIFICATIONS:

OWNER / AGENT	PROPERTY NAME	SWIM FACILITY NAME
KPA Management 6402 Arlington Blvd Falls Church, VA, 22042	Parkfairfax Condominium 3360 Gunston Road Alexandria, VA, 22302	Parkfairfax Martha Custis Drive Pool 1320 Martha Custis Dr Alexandria, VA, 22302
POOL OPERATION HOURS	POOL PERSONNEL	
Main Season: May 23, 2020 - Sep 7, 2020	Lifeguard 146	
Mon 12:00PM-8:00PM	Fri 11:00AM-8:00PM	
Tue 12:00PM-8:00PM	Sat 9:00AM-8:00PM	
Wed POOL CLOSED	Sun 9:00AM-8:00PM	
Thu 12:00PM-8:00PM	Hol 10:00AM-8:00PM	
		Weekly Staff Hours: 146

ADDITIONAL INFORMATION

Included at NO Additional Cost: Disinfectant and PH Balancer, Liability Insurance, Area Supervisor, Spring Opening, Test Kits and Summer Reagents, Winterization

Lifeguards will have valid CPR/AED, LFG/First Aid and Pool Operator Certificates. An area supervisor will perform minimum 2 weekly inspections. Lifeguards will arrive 1 hour in advance for cleaning pool and bathrooms. Pool Opens May 23th.

PAYMENT SCHEDULE

Due on Jan 1, 2020	\$3,575.00	Due on Jun 1, 2020	\$3,575.00	Due on Nov 1, 2020	\$3,575.00
Due on Feb 1, 2020	\$3,575.00	Due on Jul 1, 2020	\$3,575.00	Due on Dec 1, 2020	\$3,575.00
Due on Mar 1, 2020	\$3,575.00	Due on Aug 1, 2020	\$3,575.00		
Due on Apr 1, 2020	\$3,575.00	Due on Sep 1, 2020	\$3,575.00		
Due on May 1, 2020	\$3,575.00	Due on Oct 1, 2020	\$3,575.00		
Contract Price \$42,900.00					

EXTRA SERVICES*

OPTIONAL YEARS*

* Initial each to approve; each billed separately, each priced per year

* Initial to extend Swimming Pool Management Agreement at listed price

WHEREAS, HSP offers pool management services for the operation of commercial swimming pools and is an independent contractor; WHEREAS, Client wishes to hire HSP to perform certain specific pool management services for its swimming pool or swimming pools; WHEREAS, this Agreement supersedes any other prior agreements between the parties where those agreements or contracts conflict with the terms of this Agreement; WHEREAS, HSP desires that there be a mutual understanding of the scope and extent of its duties and that the overall relationship between the parties be clearly defined because of the potentially hazardous nature of a swimming pool and because of certain operating constraints; NOW THEREFORE, for good and valuable consideration and subject to the foregoing Recitals, the receipt and sufficiency of which are hereby acknowledged, HSP and Client agree as follows:

SECTION 2. SCOPE OF AGREEMENT:

Subject to the terms set forth herein in this Agreement, the Parties contemplate that HSP will open, operate and manage Client's swimming pool or pools. HSP and Client will select an opening date for the swimming pool or pools so long as the opening date is not delayed or prevented by mechanical failures of equipment necessary to the operation of the swimming pool or pools, by repairs or replacement of equipment necessary to the operation of the swimming pool, by interruption of utilities necessary to the operation of the swimming pool, by failure to obtain annual certificates or other permits, by inadequate seasonal staffing availability or by any reason beyond the exclusive control of HSP.

SECTION 3. RESPONSIBILITIES OF CLIENT:

Client shall perform the following items in order for HSP to provide the responsibilities listed in Section 2 below:

1. Client shall ensure that the pool and that the pool equipment room is at all times available to HSP for it to perform its services while this Agreement is in effect and will provide HSP with full access to the pool on or before and no later than by May 1st of the first year of this Agreement in order for the pool to be drained and cleaned for the opening of the pool.
2. Client shall develop and provide a copy of the pool rules/regulations that it desires be applied to the pool operation and to the use of the pool. Client will distribute those pool rules among its members and residents before the start of the season. Client shall provide and deliver to HSP the pool pass system to be utilized for Client's pool members, invitees, patrons, and guests. Client shall be solely responsible for the issuance and distribution of pool passes to be used for entry and access to the pool for its members, invitees, patrons and guests. The issuance and distribution of pool passes to its members, invitees, patrons and guests shall be the sole responsibility of the Client.
3. Client is solely responsible providing all of the security for the pool. At a minimum, Client shall provide working locks on all doors, gates and windows and shall maintain those locks. Client is solely responsible for providing and maintaining high quality and good condition fencing, walls and other appropriate barrier to ensure a secure enclosure around the pool during the time that this Agreement is in effect. Client shall provide a security system or alarm system if necessary to secure the pool and pool area. Upon reasonable request by HSP, Client will provide security guards to protect HSP's personnel and to protect Client's members, invitees, patrons, and guests.
4. Client will notify HSP of any defects, deficiencies, and/or maintenance issues as to the pool and pool premises, including but not limited to any issues with the fencing, gates, doors, locks, windows, pool equipment, pump, chlorinator, vacuum, lifeguard stands, and/or other fixtures.
5. Client shall provide a minimum of three (3) sets of keys or key cards for the pool by April 1st of this Agreement so that HSP and its personnel shall have access to any doors, gates, bathhouses, pool equipment room, lifeguard room/office, storage and/or any other areas that HSP needs for pre-opening services and for operation of the pool. If HSP is required to copy keys or key cards, Client agrees to pay for the costs of the duplicates so that HSP always has a minimum of three sets of keys or key cards.
6. Client will provide three large industrial sized trash cans with lids and one large industrial/commercial sized recycling bin with lid for use by HSP's personnel and for pool members, invitees, patrons and guests. Client is responsible for providing and paying for any trash removal and sanitation services and for recycling services for the pool.
7. Client will provide copies of health department inspections and/or violations from prior seasons for operation of the pool and Client shall provide all the necessary documentation regarding the pool license.
8. Client will pay for the costs to apply for and to obtain any certificates or permits required by regulatory agencies to operate the pool and pool facility unless specified otherwise in Section 1 of this contract.
9. Client will provide an operational landline telephone connected and functional by May 1st for 911 calls and other necessary, business related local calls. The pool telephone must be blocked for long distance and international and collect calls. Client is responsible for any long distance, international and collect calls made from the pool telephone if Client fails to block the telephone use for any calls except for local and emergency telephone usage. In case landline is not available Client is required to provide 911 Call Box that is directly connected with emergency services.
10. Client is responsible for maintenance and repair of the pool premises and building premises and the toilet and shower partitions, drywall, plumbing and electrical systems are delivered to HSP and are always maintained in a safe and good working condition during this Agreement. Client shall promptly complete any and all necessary maintenance and repairs to the pool premises and pool equipment within the pool premises including but not limited to repair and maintenance of walls, drywall, plumbing, electric systems, windows, plumbing, decking, coping, tile, fencing, locking mechanisms, locks, security systems, area lights, and other items that HSP requires for a safe and successful operation of the pool. Client shall also be responsible for the maintenance and repair of the pool premises, building premises, and any premises adjacent to the pool premises to ensure that there are no defects, deficiencies or other unsafe conditions.
11. HSP is not responsible for water damages caused by lack of waterproofed floors and walls in pump rooms and other rooms used by HSP personnel.
12. Client shall provide HSP with any equipment requested by HSP to maintain and to clean the pool premises, including but not limited to mops, hoses, brooms, leaf blowers, toilet plungers and hose nozzles that HSP shall need to clean and maintain the pool premises in the

good condition provided by Client before start of the season unless Client and HSP have agreed otherwise and Client pays HSP for providing those items.

13. Client shall provide HSP at Client's sole expense with any and all first aid and lifesaving equipment required by the local health department, Red Cross, or other regulatory agency, including but not limited to backboards with three straps and buckles and head immobilizer with two straps, rescue tubes (one per lifeguard), shepherd's (body) hooks attached to at least 12 feet non-telescopic poles and ring buoys, and AED if required by the county health code.
14. Client shall perform the initial cleaning of the bathhouses and bathrooms. Client shall provide soap, paper towels, tissues, toilet paper, cleaning supplies and other consumable supplies as needed throughout the pool season unless otherwise Client and HSP have agreed otherwise and Client pays HSP for providing those items.
15. Client shall provide operational hot water heaters, mixing valves and scalding devices as required by local authorities in order to pass the pre-opening inspection for the pool to operate.
16. Client shall supply water and be responsible for water bills. If HSP determines that Client's swimming pool or pools need to be drained and refilled, Client will be responsible for any and all water costs.
17. Client shall provide any OSHA approved Personal Protective Equipment and devices, including, but not limited to an eye wash station, chemical apron, goggles gloves and dust mask.
18. Client authorizes HSP to post a sign at the pool premises, that identifies HSP as the pool management company for the pool.
19. Client shall post warning signs that indicate risk of use pool and lack of lifeguard on duty for the wading pool on the wading pool gates and/or fences.
20. Client shall provide any fixtures for the pool or pools and Client shall solely be responsible for the repair or replacement of any fixtures for the pool as determined by HSP, including but not limited to diving boards, ladders, handrails, lifeguard stands, and other items.
21. Client shall provide any furniture and/or equipment such as tables, chairs, loungers, and other items that Client wants to be available at the swimming pool or pools. Client shall provide each lifeguard station or stand with an umbrella.
22. Client shall give written notice thirty (30) days in advance of any change in the identity of the management company or the agent of Client with whom HSP communicates as to the services provided under this Agreement.
23. Client shall maintain proper ventilation of the pool, pump room, and pool facilities.
24. If Client allows alcoholic beverages to be brought to the pool premises or to be consumed on the pool premises for special events and activities or if Client's members, invitees, patrons and guests bring or consume alcohol on the pool premises, Client at all times is responsible and liable for any damages or consequential loss to any person or entity.

SECTION 4. TERMS OF SERVICE TO BE PROVIDED BY HSP:

HSP will provide the following pool management services:

(a) Pre-Season Services:

1. Prior to the opening of the pool for Client, HSP will perform an inspection of the pool equipment, bathhouse plumbing, filtration system, fixtures and freshwater plumbing system to determine if pool system is fully operational.
2. HSP will remove any pool cover(s) and will store on the premises of Client. For additional expense and at Client's request and approval of additional expense, HSP will store pool cover or pool covers off site for Client.
3. HSP will drain and clean the swimming pool at its discretion if HSP determines that cleaning is necessary.
4. HSP shall fill pool and start recirculation system as part of its pre-season services
5. HSP will install any of Client's fixtures for the pool, including but not limited to diving boards, ladders, handrails, lifeguard stands, and other items if applicable, so long as all such fixtures are in good condition and are not in need of any repair.
6. HSP will remove client's furniture and equipment that Client wants to be available at the swimming pool and arrange it as Client specifies. HSP is not responsible for the condition of any furniture and/or equipment.
7. HSP will order and store necessary chemicals for the operation of the pools or pools.
8. HSP shall use its reasonable best efforts to prepare Client's pool in a swim-ready condition at least five (5) business days prior to the opening date.
9. If not otherwise specified in Section 1, once Client pays fees and costs for applications and for permits, provides all necessary documentation, HSP will apply for all required permits and/or authorizations and lab testing required by local Health Department and regulatory agencies (unless otherwise specified in section 1) to operate the pool or pools and to have pool be in an operational condition and attend any required inspections. HSP will post all permits and certificates in Client's designated area. If certificates and/or permits for operating cannot be acquired by HSP due to any circumstance beyond the control of HSP, it shall be the responsibility of Client to secure certificates and permits for the opening of the swimming pool.
10. HSP will provide any required SDS required for chemicals to Client.

(b) Operational Services:

1. When the pool is open for the use of Client's members, invitees, patrons and guests, HSP will supply its lifeguard personnel for the opening, operation and closing of the main pool or pools.
2. HSP will only provide limited services to a wading pool on the pool premises, which services include maintenance, repairs, cleaning and water testing and treatment under the same terms as the main pool but which do not include any lifeguarding or monitoring of the wading pool use by HSP's personnel unless Client pays a separate fee to HSP for lifeguarding services for any wading pool. If Client does not pay for lifeguarding services for any wading pools, Client assumes all liability for any claims or damage that occurs in the wading pool or in the wading pool area. Client is responsible for the use of the wading pool and agrees to indemnify and HSP for any use of wading pool.

3. If Client does not have a separate cleaning service, HSP may provide limited janitorial services for the bathhouse. However, HSP's personnel will only perform limited janitorial services for the bathhouse when HSP determines that such janitorial services do not affect the lifeguarding duties for the persons using the swimming pool.
4. HSP will straighten and clean the Client's pool furniture and the pool area daily or as is needed.
5. HSP will brush, vacuum and skim pool(s) daily or as required at the beginning of their shifts. HSP will also provide extra, additional cleaning if Client requests same in advance and agrees to pay an additional fee.
6. HSP will clean skimmer baskets, backwash filter system and/or hand clean cartridge filters daily or as needed.
7. HSP will perform other cleaning functions as necessary to maintain pool deck and pool facilities.
8. HSP will check water purity, acidity, and disinfectant levels to comply with local Health Department standards and, in compliance with the local and state Health Department Codes, HSP will test disinfectant and pH levels hourly and adjust if needed. HSP may test for total alkalinity, calcium hardness and cyanuric acid will be conducted as required by local Health Department codes and regulations for swimming pools.
9. HSP will conduct two (2) written inspections per week or with such frequency as HSP and Client agree. HSP will meet with Client periodically to discuss pool operation at Client's reasonable request.
10. HSP shall have the exclusive right to decide when to close the pool or pools and the pool premises in the event of any event that HSP deems in its sole discretion to create an unsafe environment including but not limited to any utility service interruption, weather event or concern, security concern, health concern, mechanical failure, staffing concern, emergency situation, order by the local Health Department or other regulatory agency, permitting failure or any other causes outside of HSP's exclusive control. HSP shall close the pool or pools and the pool premises in the event of lightning or thunder and will reopen the pool premises forty-five (45) minutes after last occurrence of thunder or lightening or as the regulations of the local Health Department require. HSP shall not be in any way liable to Client or to Client's members, invitees, patrons and guests for any damages or any inconveniences because of the closing of the pool or pools or pool premises. Client shall also not be entitled to any reduction in the compensation due to HSP under this Agreement because HSP decides to close the pool for any of the reasons outlined in this paragraph.
11. HSP shall also close the pool and pool premises in accordance with local and applicable state regulations if vomit, human feces, animal feces, deceased animals, or other foreign or chemical agent is introduced into the pool water to perform additional maintenance and super-chlorination and cleaning if HSP determines such work is necessary for the health and safety of Client's members, invites, patrons and guests and for the use of the pool or pools. If additional chemicals are required, HSP will charge Client for the additional chemicals used and Client is responsible to pay the charges for the additional clients. Client shall also not be entitled to any reduction in the compensation due to HSP under this Agreement because HSP decides to close the pool.
12. If a holiday falls on a day that the pool is scheduled to be closed, HSP will open the pool for that holiday and close the pool on the following day instead, at the discretion of HSP.
13. HSP will schedule a ten (10) minute break each hour that the pool premises are open in order to allow its personnel to perform water testing, equipment checks, clean-up duties, and bathhouse and pool house inspections and to allow its lifeguard to have a break from lifeguarding duties and surveillance, at which time HSP shall order all persons to be out of the pool or pools and to be away from the water.
14. HSP's personnel are not ever responsible for any persons who use the wading pools and wading pool premises, including any minors with or without supervision by a parent or a legal guardian. Client will notify its members, invitees, patrons and guests that all minors must be supervised at the pool premises by a parent or a legal guardian and that HSP assumes no responsibilities for the use of the wading pool.
15. After closing the pool for the day during this Agreement, HSP will lock and secure the pool premises. However, Client remains solely responsible for insuring that adequate security measures exist and are functional. HSP shall have no responsibility or liability whatsoever for the pool premises after its personnel close the pool and pool premises and have left or exited the pool premises and/or pool facility, including but not limited to unauthorized or illegal usage of the pool by trespassers or if Client allows its members, invitees, patrons and guests to use the pool when HSP personnel are not present performing lifeguarding duties.

SECTION 5. POOL CHEMICALS, SUPPLIES AND MATERIALS:

1. HSP will obtain all required and necessary chemicals, test kit chemicals and other supplies to balance and maintain the chemistry, disinfectant and pH levels required by the local health department or regulatory agencies for the operation of the pool and shall pay for such chemicals as part of its services under this Agreement, unless HSP and Client otherwise agree in writing by addendum to this Agreement.
2. Client is responsible for the additional costs for treatment of unusual or abnormal water and pool conditions due to the presence of metals, high levels of phosphates, leaking swimming pool, inadequate filtration, any equipment or mechanical failures or other irregular conditions. HSP will notify Client of the additional costs, and Client shall promptly pay for the additional costs.

SECTION 6. HSP PERSONNEL:

1. All personnel employed by HSP to perform any services or work under this Agreement shall be employees of HSP for all purposes and not the employees of Client. HSP shall be solely responsible for all compensation paid to its employees and shall pay all payroll obligations, including Social Security and Medicare payments, FUTA, FICA, and taxes related to the work of its employees if applicable. HSP shall provide any legal benefits and shall provide worker's compensation benefits to its personnel. HSP shall ensure that its personnel hold required licenses and certifications. HSP will require its personnel to wear HSP's uniforms. HSP's personnel will have appropriate lifeguarding certification and pool operator's licenses and display such documentation as required by local and/or state law and regulations.

2. The number of personnel is based upon the ratio required for pool staffing and is based upon HSP's industry experience of the minimum number of personnel required for a potentially safe operation of the pool and pool premises. Consequently, if the number of pool patrons consistently varies from Client's estimate, the number of HSP's personnel will be adjusted as mutually determined by HSP and Client and the compensation due to HSP under this Agreement will be adjusted accordingly by Addendum to this Agreement executed by HSP and Client.
3. HSP has the exclusive right and sole discretion to increase the number of its lifeguarding personnel in order to maintain an acceptable ratio of lifeguards to pool users or to limit the number of pool users permitted at the pool premises as HSP determines in its sole discretion. In the unlikely event that Client will not agree to authorize and pay for the additional lifeguarding staff that HSP has determined is adequate, then and in that event, HSP may immediately terminate this Agreement without any notice to Client or may close the pool premises. Additional costs for lifeguard or for additional lifeguarding hours will be billed separately to Client at the price indicated within this Agreement or the Addendum if HSP increases its personnel because of its discretionary judgment that an increase is necessary to operate the pool.
4. HSP lifeguarding personnel shall hold nationally recognized lifeguarding certificates or other certification where required by the codes and local Health Department or regulatory agencies. HSP shall have the sole discretion as to the hours and days worked by its personnel for Client.
5. Client may request that HSP supply additional personnel for an additional fee of \$30 per hour for each partial hour or as otherwise specified by HSP per worker which fees are in addition to HSP's regular compensation set forth in this Agreement.
6. If Client is dissatisfied with any of HSP's personnel, Client shall provide HSP with a written statement of the reasons for its dissatisfaction and with the name of the worker. HSP will replace an employee if it determines that the Client's dissatisfaction is valid and reasonable within seventy-two (72) hours or no later than (3) business days when possible for HSP to do so.
7. If Client requires background checks or other specialized employment screening, Client must outline its requirement within thirty (30) days of full execution of this Agreement and provide the written policy or regulation that permits any specialized employment screening and shall pay any additional costs of HSP incurred by it for such screening and increased administrative costs for HSP, which will be billed as a separate fee to Client. HSP will provide documentation of the screening conducted when available to Client.
8. Client shall provide free parking for HSP's personnel.

SECTION 7. SPECIAL EVENTS AND SWIM TEAM EVENTS:

1. If Client allows pool or pools or pool premises to be used for special events and activities including but not limited to swim team practice, swim meets, aerobics classes, swim classes, pool parties, and other special use of the pool premises, either inside or outside the contracted hours for HSP personnel; HSP shall not be required to provide services for those special events and activities unless Client shall specifically hire HSP to provide personnel to perform services for those special events and activities. HSP has the right to refuse to provide services for any special events or activities. HSP shall provide advanced notice of its decision to refuse to provide services and shall not be liable or responsible for any damages or for any inconvenience to any person or entity or to Client for its decision to refuse to provide services for any special events or activities.
2. Upon Client's written request at least 7 days before any special events, HSP may provide personnel for special events and activities at a rate of twenty-five dollars (\$25.00) per hour per additional lifeguarding personnel and at a rate of thirty dollars (\$30.00) per pool manager or pool operator. Client must provide an estimated schedule and an estimate of the number of persons expected to participate and attend the special events and activities. Client must authorize and pay for a ratio of one lifeguard per twenty-five participants and attendees of any special events and activities.
3. HSP has the right and authority to eject any persons who do not comply with the pool rules or regulations or who engage in potentially unsafe conduct. If those persons who are asked to leave refuse to leave the pool premises, HSP may close the pool premises for the special events and activities upon notification to Client of its intent to close the pool premises. Client is at all times ultimately responsible for the conduct of its pool members, invitees, patrons, and guests and for the security of the pool premises and safety of HSP's personnel.

SECTION 8. SEASONAL CLOSING AND WINTERIZATION SERVICES:

HSP will perform the following services to winterize the pool facility after closing and on or before November 15th unless Client and HSP agree on a date certain:

1. HSP will backwash filtration system and remove drain plugs from filters that require draining and that are capable of draining.
2. HSP will drain recirculating and vacuum lines that require draining and are so constructed that they can be drained.
3. HSP will drain pumps and water lines that require draining.
4. HSP will unplug disinfectant feeders and chlorinator(s).
5. HSP will adjust water level.
6. If Client requests, HSP will install winterizing chemicals to control algae, at Client's cost for chemicals.
7. HSP will move and store diving boards, ladders, handrails, lifeguard chairs, pool fixtures, test equipment, first aid equipment, furniture, hoses, and other pool property within pool premises as requested by Client.
8. HSP will blow out skimmer line with compressor and add antifreeze.
9. HSP will install pool cover provided by Client so long as deck anchors and cover springs belonging to Client are functional and available. Client may have to replace deck anchors, cover springs and cover at Client's costs.
10. HSP will shut off main water supply, unless underground and within pool premises. Otherwise, HSP will notify Client of its responsibility to Water Authority if main water supply is located outside of pool enclosure or is underground.

11. HSP will provide OWNER with winterization report, lock pool premises and return all sets of keys and key cards to Client. When Client receives the winterization report as acknowledged by the Client's or HSP's signature, Client accepts the winterization as satisfactory and complete.
12. Client understands and releases HSP from any liability as to the winterization of the pool premises by HSP and acknowledges that HSP is not be responsible for freeze damage, wear, tear and other problem and that winterization is not a guarantee that damage will not occur, due to the complicated nature of plumbing systems and water condensing within drained pipes and due to weather extremes except in the case of HSP's gross negligence.

SECTION 9. COMPENSATION TO HSP:

1. This Agreement presumes that certain costs are fixed as of the date that HSP provides it services. However, in the event that the minimum wage is increased by any federal, state or local government agency, then Client agrees to adjust and increase the total compensation for the increase in the minimum hourly wages payable to HSP's personnel.
2. At Client's request, HSP may continue to perform services and to operate the pool or pools beyond the closing date set forth in Section 1. However, the date and times must be mutually agreeable to HSP and Owner and be set forth in a separate written addendum.
3. Client agrees to reimburse HSP membership fees paid to Compliance Depot, RMIS and other insurance verification vendors.
4. Any compensation owed by Client to HSP shall be paid in full within thirty (30) days of the invoice date or on the mandated date of payment above. Client shall pay HSP late fees of five percent (5 %) of the total owed for any payments that are not paid in full by the due date per month that Client owes HSP in addition to any other rights that HSP may have under this Agreement. HSP shall also be entitled to reasonable attorney's fees and costs for collection of any monies owed by Client to HSP.
5. HSP may suspend service temporarily or terminate this agreement with 5 days written notice in the event of non-compliance by Client or in the event payment is not received as outlined on the specification page.

SECTION 10. EQUIPMENT REPAIRS:

1. If Client hires HSP to perform repairs to the pool equipment and to the pool premises or to replace pool equipment to continue the operation of the pool or to maintain health and safety standards required for the pool to operate, those services will be extra and in addition to the services provided in Section 7. HSP will perform all such work in accordance with federal, state, county, local, and governmental codes and regulations.
2. HSP will notify Client of any repairs or replacement of equipment that HSP determines is needed to continue the operation of the pool or to maintain the health and safety standards required for the pool to operate. HSP will submit a written proposal of the estimated costs for equipment, applicable taxes, parts and labor, which Client must approve before HSP is obligated to begin work. Once HSP begins the work approved by Client, Client is liable to pay HSP for its extra or additional services when completed.
3. It is understood and agreed to by Client that it shall pay all invoices for repair or replacement of equipment from thirty (30) days of the date of the invoice sent to Client by HSP unless HSP requests that Client pay in advance for replacement parts and equipment.
4. Any major service projects, for example but not limited to: pool resurfacing; deck, tile and coping replacement; pump room re-piping, pump and filter replacement – conducted by other than HSP vendors – those repairs need to be completed at least 3 weeks before scheduled opening day. If the deadline cannot be met, HSP cannot guarantee on-time opening.

SECTION 11. INSURANCE:

1. HSP shall maintain public liability insurance to cover accidents and injuries of pool users, including loss of life, directly due to the negligence of HSP and its personnel, within the pool premises during the contracted pool hours when HSP is providing services.
2. Client and HSP agree that Client shall also maintain public liability insurance to provide coverage that may be sustained by any person while on the Client's premises, including the pool premises. Client shall have public liability coverage for any special events or activities held at the pool premises (as detailed in Section 5), regardless of whether HSP provides any lifeguarding services. It is expressly agreed and understood that HSP shall not be liable or responsible to any person or any loss, injury and/or damage sustained by any person as a result of the use of the pool or its facilities when HSP is not on site providing services and when any loss or claim arises out of inadequate security, when any claim arises out mechanical failure of equipment, when any claim arises out faulty or defective maintenance or construction of the pool premises or when any claim arises out hydrostatic conditions.
3. Client's public liability insurance shall be primary to the insurance of HSP unless HSP and Client agree in writing that HSP's insurance will be primary for any claims arising out of the alleged negligence of HSP and its employees. In the event that Client wishes to have it named as an additional insured or wishes another person or entity to be named as an additional insured on HSP's policy, Client will pay for the costs of such additional or extra coverage from HSP's insurer.

SECTION 12. INDEMNIFICATION AND LIMITATION OF LIABILITY:

1. Client expressly recognizes that the use of a swimming pool is a potentially dangerous activity and involves risks of injury and death. Consequently, Client agrees that HSP shall have no liability whatsoever for any claims, injuries, bodily injuries, deaths, losses, property damages, compensatory damages or any legal or financial responsibility arising out of this Agreement and Client releases HSP and its personnel from any and all claims, injuries, bodily injuries, deaths, losses, property damages, compensatory damages or any legal or financial responsibility arising out of this Agreement or for any reason other than the gross negligence or willful misconduct of HSP and its personnel.
2. Client shall indemnify and hold harmless HSP and its personnel from any and all claims, damages, losses, and expenses, including reasonable attorney's fees and costs, arising from and or related to any act, failure to act, or negligence on the part of the Client or arising

out of the use of the pool premises for special events and activities or arising from mechanical failure of equipment, faulty or defective maintenance or construction of the pool premises, or hydrostatic pressure.

3. In no event, shall the indemnification and limitation of liability provision in this Section release either Client or HSP's insurers from those insurers' obligations to defend and to indemnify or any of their duties under the terms of any policy or policies of insurance.

SECTION 13. TERMINATION OF AGREEMENT:

1. Time of the Essence for Execution of this Agreement: Client and HSP agree that HSP has the option to terminate and declare this Agreement void if it is not executed by Client and returned to HSP by February 1st or within 2 weeks if submitted after February 1st.
2. Notice Termination: Either Client or HSP may terminate this Agreement without cause and at any time after execution by providing the other party with Thirty (30) days written notice to other party of the intent to terminate the agreement. This Agreement will then terminate on the thirty-first date from the date of the notice.
3. In the event that Client fails to make any of the payments required under this Agreement, fails to comply with any of the terms of this Agreement, or breaches any of the terms of this Agreement, HSP shall be entitled to terminate this Agreement for cause immediately. Upon written notice of termination sent by HSP to Client, HSP will have the right to cease all services to Client and will have the right to avail itself of any legal and equitable rights. Client agrees and shall pay HSP's reasonable attorney's fees and costs.
4. In the event that Client believes that HSP has breached the terms of this Agreement, then Client shall give written notice of the alleged breach or non-compliance of the term of this Agreement and allow HSP seventy-two (72) hours from the date that HSP receives and acknowledges notification from Client to correct or cure the alleged breach or non-compliance. If Client does not agree that HSP has corrected or cured the alleged breach after the seventy-two hours period of time, then this Agreement will terminate on the next business date that HSP is required to perform services for Client.
5. Client agrees that it is not a breach of this Agreement by HSP if HSP cannot provide its services under this Agreement by reason of unanticipated issues, circumstances, or acts beyond HSP's control such as by example immigration and visa issues (denials), strike, labor dispute, failure of utilities, change in immigration policies, changes in or retroactive laws or regulations, war, weather event, act of God, force majeure or any other reason that unforeseeably delays or interferes with HSP's performance of service under this Agreement. Any delay in HSP being able to provide services shall give client no right to terminate this Agreement. HSP has a right to renegotiate contract price should any of the above take place that will affect HSP ability to hire sufficient number of lifeguards.
6. In the event that Client or HSP shall become bankrupt, insolvent, or shall make a voluntary assignment for the benefit of creditors, either Client or HSP may terminate this agreement immediately by providing the other with written notice of termination.
7. The termination of this Agreement does not in any way release Client from its duties and obligations to pay HSP any monies owed to HSP by it including but not limited to the remaining compensation still owed to it under Section 1. Additionally, the termination of this Agreement does not void Section 9 which continues in full force and effect forever. Furthermore, the termination of this Agreement does not affect the obligations or duties of Client's insurer or HSP's insurer.

SECTION 14. NON-COMPETITION PROTECTION:

Following the term of this Agreement, Client agrees not to hire or to contract with HSP's current or former employees and agrees not to hire or to contract with any company in which HSP's current or former employees work in a management position for a period of two (2) years from the date that this Agreement terminates.

SECTION 15. GOVERNING LAW, INTERPRETATION, AND NO WAIVER:

This Agreement shall in all respects be interpreted, enforced and governed under the laws of the Commonwealth of Virginia, without regard to its conflicts of law provisions. The provisions of this Agreement shall be deemed severable, and the validity or non-enforceability of any provision shall not affect the validity or enforceability of the other provisions of this Agreement. In the event of a dispute as to the meaning of any provision, this Agreement shall be interpreted in accordance with its fair meaning and shall not be interpreted either for or against either of the Parties hereto on the ground that such party drafted or caused to be drafted this Agreement or any part hereto. No provision of this Agreement may be waived except by a written agreement. A waiver of any term or provision shall not be construed as a waiver of any term or provision. The failure of any party to insist upon the strict performance of any understanding or term shall not be construed as a waiver or relinquishment of the right to insist upon the strict performance that understanding or term.

SECTION 16. ENTIRE AGREEMENT:

The Parties acknowledge that they have not relied on any representation or statement, written or oral, not set forth in this Agreement, and the provisions contained in this Agreement represent the entire agreement between the Parties and modify and supersede any and all prior agreements, correspondence, or communications concerning the subject matter of this Agreement.

SECTION 17. REVIEW AND UNDERSTANDING OF THIS AGREEMENT:

The Parties represent that, prior to signing this Agreement, they have read it, understood its terms and conditions voluntarily signed it.

SECTION 18: ACKNOWLEDGEMENT OF AUTHORITY:

Any individual signing this Agreement on behalf of any Party warrants and represents that he or she has all necessary and appropriate authority and approvals to bind and execute this Agreement on behalf of all entities and in all capacities for which they sign.

IN WITNESS, WHEREOF, the undersigned and authorized representatives of Client and HSP each duly execute this Agreement on the respective dates listed below, evidencing each of their binding agreement to this Agreement and its terms.

High Sierra Pools, Inc.

Client:

By: RKaczor 10/08/2019
Signature of Authorized Agent Date

By: _____
Signature of Authorized Agent Date

SWIMMING POOL MANAGEMENT AGREEMENT

WHEREAS, High Sierra Pools Inc. (HSP) offers pool management services for the operation of commercial swimming pools and is an independent contractor; WHEREAS, Client wishes to hire HSP to perform certain specific pool management services for its swimming pool or swimming pools; WHEREAS, this Agreement supersedes any other prior agreements between the parties where those agreements or contracts conflict with the terms of this Agreement; WHEREAS, HSP desires that there be a mutual understanding of the scope and extent of its duties and that the overall relationship between the parties be clearly defined because of the potentially hazardous nature of a swimming pool and because of certain operating constraints; NOW THEREFORE, for good and valuable consideration and subject to the foregoing Recitals, the receipt and sufficiency of which are hereby acknowledged, HSP and Client agree as follows:

SECTION 1. GENERAL SPECIFICATIONS:

OWNER / AGENT	PROPERTY NAME	SWIM FACILITY NAME
KPA Management 6402 Arlington Blvd Falls Church, VA, 22042	Parkfairfax Condominium 3360 Gunston Road Alexandria, VA, 22302	Parkfairfax Lyons Lane Pool B 3717 Lyons Lane Alexandria, VA, 22302
POOL OPERATION HOURS	POOL PERSONNEL	
Main Season: May 23, 2020 - Sep 7, 2020	Lifeguard 107	
Mon POOL CLOSED	Fri 12:00PM-8:00PM	
Tue 12:00PM-7:00PM	Sat 11:00AM-8:00PM	
Wed 1:00PM-8:00PM	Sun 11:00AM-7:00PM	
Thu POOL CLOSED	Hol 11:00AM-8:00PM	

Weekly Staff Hours: 107

ADDITIONAL INFORMATION

Included at NO Additional Cost: Disinfectant and PH Balancer, Liability Insurance, Area Supervisor, Spring Opening, Test Kits and Summer Reagents, Winterization

Lifeguards will have valid CPR/AED, LFG/First Aid and Pool Operator Certificates. An area supervisor will perform minimum 2 weekly inspections. Lifeguards will arrive 1 hour prior to opening for cleaning of the pool and bathrooms. Pool Opens on June 13th.

PAYMENT SCHEDULE

Due on Jan 1, 2020	\$2,710.00	Due on Jun 1, 2020	\$2,710.00	Due on Nov 1, 2020	\$2,710.00
Due on Feb 1, 2020	\$2,710.00	Due on Jul 1, 2020	\$2,710.00	Due on Dec 1, 2020	\$2,710.00
Due on Mar 1, 2020	\$2,710.00	Due on Aug 1, 2020	\$2,710.00		
Due on Apr 1, 2020	\$2,710.00	Due on Sep 1, 2020	\$2,710.00		
Due on May 1, 2020	\$2,710.00	Due on Oct 1, 2020	\$2,710.00		

Contract Price \$32,520.00

EXTRA SERVICES*

OPTIONAL YEARS*

* Initial each to approve; each billed separately, each priced per year

* Initial to extend Swimming Pool Management Agreement at listed price

SECTION 18: ACKNOWLEDGEMENT OF AUTHORITY:

Any individual signing this Agreement on behalf of any Party warrants and represents that he or she has all necessary and appropriate authority and approvals to bind and execute this Agreement on behalf of all entities and in all capacities for which they sign.

IN WITNESS, WHEREOF, the undersigned and authorized representatives of Client and HSP each duly execute this Agreement on the respective dates listed below, evidencing each of their binding agreement to this Agreement and its terms.

High Sierra Pools, Inc.

Client:

By: RKaczor 10/08/2019
Signature of Authorized Agent Date

By: _____
Signature of Authorized Agent Date

SWIMMING POOL MANAGEMENT AGREEMENT

WHEREAS, High Sierra Pools Inc. (HSP) offers pool management services for the operation of commercial swimming pools and is an independent contractor; WHEREAS, Client wishes to hire HSP to perform certain specific pool management services for its swimming pool or swimming pools; WHEREAS, this Agreement supersedes any other prior agreements between the parties where those agreements or contracts conflict with the terms of this Agreement; WHEREAS, HSP desires that there be a mutual understanding of the scope and extent of its duties and that the overall relationship between the parties be clearly defined because of the potentially hazardous nature of a swimming pool and because of certain operating constraints; NOW THEREFORE, for good and valuable consideration and subject to the foregoing Recitals, the receipt and sufficiency of which are hereby acknowledged, HSP and Client agree as follows:

SECTION 1. GENERAL SPECIFICATIONS:

OWNER / AGENT	PROPERTY NAME	SWIM FACILITY NAME
KPA Management 6402 Arlington Blvd Falls Church, VA, 22042	Parkfairfax Condominium 3360 Gunston Road Alexandria, VA, 22302	Parkfairfax Coryell Lane Pool C 3314 Coryell lane Alexandria, VA, 22302
POOL OPERATION HOURS	POOL PERSONNEL	
Main Season: May 23, 2020 - Sep 7, 2020	Lifeguard 115	
Mon 1:00PM-8:00PM	Fri 12:00PM-8:00PM	
Tue POOL CLOSED	Sat 12:00PM-8:00PM	
Wed 1:00PM-8:00PM	Sun 12:00PM-7:00PM	
Thu 12:00PM-7:00PM	Hol 12:00PM-8:00PM	
Weekly Staff Hours: 115		

ADDITIONAL INFORMATION

Included at NO Additional Cost: Disinfectant and PH Balancer, Liability Insurance, Area Supervisor, Spring Opening, Test Kits and Summer Reagents, Winterization

Lifeguards will have valid CPR/AED, LFG/First Aid and Pool Operator Certificates. An area supervisor will perform minimum 2 weekly inspections. Lifeguards will arrive 1 hour prior to opening for cleaning of the pool and bathrooms. Pool Opens on May 23th.

PAYMENT SCHEDULE

Due on Jan 1, 2020	\$3,135.00	Due on Jun 1, 2020	\$3,135.00	Due on Nov 1, 2020	\$3,135.00
Due on Feb 1, 2020	\$3,135.00	Due on Jul 1, 2020	\$3,135.00	Due on Dec 1, 2020	\$3,135.00
Due on Mar 1, 2020	\$3,135.00	Due on Aug 1, 2020	\$3,135.00		
Due on Apr 1, 2020	\$3,135.00	Due on Sep 1, 2020	\$3,135.00		
Due on May 1, 2020	\$3,135.00	Due on Oct 1, 2020	\$3,135.00		

Contract Price \$37,620.00

EXTRA SERVICES*

OPTIONAL YEARS*

* Initial each to approve; each billed separately, each priced per year

* Initial to extend Swimming Pool Management Agreement at listed price

SECTION 18: ACKNOWLEDGEMENT OF AUTHORITY:

Any individual signing this Agreement on behalf of any Party warrants and represents that he or she has all necessary and appropriate authority and approvals to bind and execute this Agreement on behalf of all entities and in all capacities for which they sign.

IN WITNESS, WHEREOF, the undersigned and authorized representatives of Client and HSP each duly execute this Agreement on the respective dates listed below, evidencing each of their binding agreement to this Agreement and its terms.

High Sierra Pools, Inc.

Client:

By: RKaczor 11/15/2019
Signature of Authorized Agent Date

By: _____
Signature of Authorized Agent Date

**PART 1 GENERAL SPECIFICATIONS**

American Pool, LLC, operating as American Pool (CONTRACTOR) agrees to manage the Park Fairfax-A swimming facility (OWNER), located at 1117 Martha Custis Drive; Alexandria, VA 22302, from Saturday, May 23, 2020 through Monday, September 7, 2020 in accordance with the following specifications:

A. POOL HOURS

Operating Hours

	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>	<u>Sunday</u>	<u>Holiday</u>
Open:	12:00 PM	12:00 PM	CLOSED	12:00 PM	11:00 AM	09:00 AM	09:00 AM	10:00 AM
Closed:	08:00 PM	08:00 PM		08:00 PM	08:00 PM	08:00 PM	08:00 PM	08:00 PM

B. PERSONNEL

Head Guard	40.00 hrs/wk
Lifeguard	40.00 hrs/wk
Lifeguard	40.00 hrs/wk
Relief Guard	26.00 hrs/wk

Total Hours/Week: 146.00

Projected Daily Peak Bather Load: 40

C. COMPENSATION

OWNER agrees to pay CONTRACTOR the total amount of: \$40,740.00

The payments shall be due as follows:

January 1, 2020	\$0.00	May 1, 2020	\$8,148.00	September 1, 2020	\$4,074.00
February 1, 2020	\$0.00	June 1, 2020	\$8,148.00	October 1, 2020	\$0.00
March 1, 2020	\$0.00	July 1, 2020	\$8,148.00	November 1, 2020	\$0.00
April 1, 2020	\$4,074.00	August 1, 2020	\$8,148.00	December 1, 2020	\$0.00

D. SPECIAL NOTES

Contract calls for two (2) guards on duty weekdays and three (3) guards on duty weekends/holidays.

Contract includes:

- 1.) Chemicals (Chlorine, bromine, sodium bicarbonate, soda ash, calcium chloride, reagents, pulsar, HTH, foamout, oxysephen, and clarifier)
- 2.) Test, Bloodborn and First Aid kits
- 3.) Bathhouse/Janitorial cleaning supplies
- 4.) Monthly winter maintenance visits

Owner RFP applies to this contract.

Note: The pool season can be extended beyond Labor Day for the additional fee of \$1,600.00 per weekend (2 Guards on duty; 11am-8pm).



American Pool
Extension of 2020 Pool Management Agreement
Park Fairfax - A

The 2020 Swimming Pool Management agreement will be extended for the 2021 season and the 2022 season at a cost of \$40,740.00 and 42,190.00 respectively.

The opening and closing dates for 2021 will be May 29, 2021 and September 6, 2021. The opening and closing dates for 2022 will be May 28, 2022 and September 5, 2022.

American Pool, LLC

Owner/Agent

Print Name

Print Name

Date

Date

In order for this pricing to be honored, this extension must be returned with the 2020 signed contract.

Reproduction of this form in a part or a whole is illegal pursuant to all copyright acts.

ACCEPTED:

American Pool, Inc.

CONTRACTOR

Date: _____

CORPORATE ENTITY NAME (Required):

OWNER/AGENT

Date: _____

Please indicate below the best physical and email addresses to remit invoices:

Physical:

Email:

Lfg Full 07/31/19

**PART 1 GENERAL SPECIFICATIONS**

American Pool, LLC, operating as American Pool (CONTRACTOR) agrees to manage the Park Fairfax-B swimming facility (OWNER), located at 3716 Lyons Lane; Alexandria, VA 22302, from Saturday, May 23, 2020 through Monday, September 7, 2020 in accordance with the following specifications:

A. POOL HOURS

Operating Hours

	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>	<u>Sunday</u>	<u>Holiday</u>
Open:	CLOSED	12:00 PM	01:00 PM	CLOSED	12:00 PM	11:00 AM	11:00 AM	11:00 AM
Closed:		07:00 PM	07:00 PM		08:00 PM	08:00 PM	07:00 PM	08:00 PM

B. PERSONNEL

Head Guard	40.00 hrs/wk
Lifeguard	40.00 hrs/wk
Lifeguard	27.00 hrs/wk

Total Hours/Week: **107.00** Projected Daily Peak Bather Load: 40

C. COMPENSATION

OWNER agrees to pay CONTRACTOR the total amount of: \$31,290.00

The payments shall be due as follows:

January 1, 2020	\$0.00	May 1, 2020	\$6,258.00	September 1, 2020	\$3,129.00
February 1, 2020	\$0.00	June 1, 2020	\$6,258.00	October 1, 2020	\$0.00
March 1, 2020	\$0.00	July 1, 2020	\$6,258.00	November 1, 2020	\$0.00
April 1, 2020	\$3,129.00	August 1, 2020	\$6,258.00	December 1, 2020	\$0.00

D. SPECIAL NOTES

Contract calls for two (2) guards on duty weekdays and three (3) guards on duty weekends/holidays.

Contract includes:

- 1.) Chemicals (Chlorine, bromine, sodium bicarbonate, soda ash, calcium chloride, reagents, pulsar, HTH, foamout, oxyshen, and clarifier)
- 2.) Test, Bloodborn and First Aid kits
- 3.) Bathhouse/Janitorial cleaning supplies
- 4.) Monthly winter maintenance visits

Owner RFP applies to this contract.



American Pool
Extension of 2020 Pool Management Agreement
Park Fairfax - B

The 2020 Swimming Pool Management agreement will be extended for the 2021 season and the 2022 season at a cost of \$31,290.00 and 32,390.00 respectively.

The opening and closing dates for 2021 will be May 29, 2021 and September 6, 2021. The opening and closing dates for 2022 will be May 28, 2022 and September 5, 2022.

American Pool, LLC

Owner/Agent

Print Name

Print Name

Date

Date

In order for this pricing to be honored, this extension must be returned with the 2020 signed contract.

Reproduction of this form in a part or a whole is illegal pursuant to all copyright acts.

ACCEPTED:

American Pool, Inc.

CONTRACTOR

Date: _____

CORPORATE ENTITY NAME (Required):

OWNER/AGENT

Date: _____

Please indicate below the best physical and email addresses to remit invoices:

Physical:

Email:

**PART 1 GENERAL SPECIFICATIONS**

American Pool, LLC, operating as American Pool (CONTRACTOR) agrees to manage the Park Fairfax-C swimming facility (OWNER), located at 3314 Coryell Lane; Alexandria, VA 22302, from Saturday, May 23, 2020 through Monday, September 7, 2020 in accordance with the following specifications:

A. POOL HOURS

Operating Hours

	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>	<u>Sunday</u>	<u>Holiday</u>
Open:	01:00 PM	CLOSED	01:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM
Closed:	08:00 PM		08:00 PM	07:00 PM	08:00 PM	08:00 PM	07:00 PM	08:00 PM

B. PERSONNEL

Head Guard	40.00 hrs/wk
Lifeguard	40.00 hrs/wk
Lifeguard	37.00 hrs/wk

Total Hours/Week: **117.00** Projected Daily Peak Bather Load: 40

C. COMPENSATION

OWNER agrees to pay CONTRACTOR the total amount of: \$33,440.00

The payments shall be due as follows:

January 1, 2020	\$0.00	May 1, 2020	\$6,688.00	September 1, 2020	\$3,344.00
February 1, 2020	\$0.00	June 1, 2020	\$6,688.00	October 1, 2020	\$0.00
March 1, 2020	\$0.00	July 1, 2020	\$6,688.00	November 1, 2020	\$0.00
April 1, 2020	\$3,344.00	August 1, 2020	\$6,688.00	December 1, 2020	\$0.00

D. SPECIAL NOTES

Contract calls for two (2) guards on duty weekdays and three (3) guards on duty weekends/holidays.

Contract includes:

- 1.) Chemicals (Chlorine, bromine, sodium bicarbonate, soda ash, calcium chloride, reagents, pulsar, HTH, foamout, oxysheen, and clarifier)
- 2.) Test, Bloodborn and First Aid kits
- 3.) Bathhouse/Janitorial cleaning supplies
- 4.) Monthly winter maintenance visits

Owner RFP applies to this contract.



American Pool
Extension of 2020 Pool Management Agreement
Park Fairfax - C

The 2020 Swimming Pool Management agreement will be extended for the 2021 season and the 2022 season at a cost of \$33,440.00 and 34,640.00 respectively.

The opening and closing dates for 2021 will be May 29, 2021 and September 6, 2021. The opening and closing dates for 2022 will be May 28, 2022 and September 5, 2022.

American Pool, LLC

Owner/Agent

Print Name

Print Name

Date

Date

In order for this pricing to be honored, this extension must be returned with the 2020 signed contract.

Reproduction of this form in a part or a whole is illegal pursuant to all copyright acts.

ACCEPTED:

American Pool, Inc.

CONTRACTOR

Date: _____

CORPORATE ENTITY NAME (Required):

OWNER/AGENT

Date: _____

Please indicate below the best physical and email addresses to remit invoices:

Physical:

Email:

NOW THEREFORE, in consideration of the promises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

PART 2 – GENERAL

CONTRACTOR will render the swimming pool operational by completing the following services:

- A. Schedule and perform opening Health Department swimming pool inspection. CONTRACTOR shall apply for the Health Department operating permit upon OWNER's request. The OWNER shall be responsible for all permit fees, including a processing fee. If an opening pool health department inspection fails due to notated health department required supplies or items to be completed prior to the health inspection by CONTRACTOR to OWNER, but are not completed or approved by OWNER, then the OWNER will be responsible for the reinspection fee. An additional service call fee for the reinspection may also be charged to OWNER if CONTRACTOR is required to be present.
- B. Remove and store on property swimming pool cover if pool is covered. If requested, CONTRACTOR will move the cover to an offsite location for a fee of \$350.00. If the cover is removed and stored at CONTRACTOR'S warehouse, the fee will be \$500.00.
- C. Reclamation of pool water will be attempted as the primary opening procedure. If CONTRACTOR determines draining and acid cleaning of the pool is necessary an additional fees of \$450.00 may be billed.
- D. Assist OWNER in filling pool. The OWNER will be responsible for monitoring the filling of the pool.
- E. Check inventory supplies.
- F. Reassemble existing filter plant and startup system after pool is filled with water.
- G. Cooperate with any contractors in preparing pool for operation.
- H. County Permit Agreement - if OWNER wishes to have CONTRACTOR apply for their County Pool Permit for a processing fee of \$125. Please initial to indicate acceptance: _____ Initial
- I. Hazmat Permit Agreement (where applicable) - if OWNER wishes to have CONTRACTOR apply for their Hazmat Permit for a processing fee of \$125. Please initial to indicate acceptance: _____ Initial

PART 3 - MAINTENANCE OF POOL

A general cleaning will be performed prior to opening the pool each day. CONTRACTOR will be responsible for the following:

- A. Maintaining water purity, in conformance with local Health Department regulations.
- B. Operating pool in accordance with rules established by governing Health Department's recognized safety rules. CONTRACTOR reserves the right to prohibit admittance of children under the age of 14 unless accompanied by a responsible adult. All adults and legal guardians utilizing the facility will agree to adhere to CONTRACTOR'S swimming pool rules included as "Addendum 1" of this agreement.
- C. CONTRACTOR will not be responsible for gate control and wading pool safety unless OWNER authorizes CONTRACTOR to provide additional personnel specifically for these duties.
- D. CONTRACTOR will not be responsible for functionality of any pool furniture and equipment including but not limited to filtration equipment, pool steps and ladders, chairs, chaise lounges, tables, and umbrellas.
- E. CONTRACTOR will not be responsible for the perimeter barrier of the pool (i.e., fencing), any locking mechanisms of the barrier, or security surrounding the pool area.
- F. CONTRACTOR will perform cleaning functions as necessary to maintain the pool.
 - 1. Vacuum pool
 - 2. Brush pool
 - 3. Clean skimmer baskets
 - 4. Clean waterline tile
 - 5. Backwash filtration system
 - 6. Remove facility trash to OWNER's onsite facility
 - 7. Fill water to proper level
 - 8. Test and adjust pool water chemistry

PART 4 – PERSONNEL

- A. All personnel employed by CONTRACTOR for work under this agreement shall be employed solely by and will be employees of CONTRACTOR and CONTRACTOR will be responsible for paying these employees and shall pay all taxes and costs incident to the work of the employees.
- B. All lifeguards employed by CONTRACTOR shall have proper Red Cross or other state sanctioned certification. CONTRACTOR shall have the sole discretion as to the hours and days of work of employees.
- C. OWNER and CONTRACTOR have based the personnel required to safely manage the site upon the anticipated peak bather load as notated in Part 1, If peak bather load is exceeded OWNER will be notified and required to increase personnel.
- D. Staff schedules may be adjusted to suit the particular needs of the OWNER. Additional hours or days may be added at the OWNER'S request for an additional fee with prior written approval by CONTRACTOR. Additional guard hours needed within the operating times of the contract as specified in Part 1 will be calculated at \$29.95 per hour in Montgomery County, Prince Georges County, and District of Columbia and \$27.95 per hour in all other areas. Hours outside of operating times will be calculated at the rate of \$32.95 per hour in Montgomery County, Prince Georges County, and District of Columbia and \$29.95 per hour in all other areas per hour plus a \$35 processing fee in all areas.
- E. Pool will not be opened on any day that public school is in session during the contract term, unless specifically addressed on page one of this contract.

- F. Lifeguards will be entitled to ½ hour lunch break for every shift five hours or longer. No swimming will be allowed in single guard facilities at that time.

PART 5 - CLIENT CARE / SUPERVISION

CONTRACTOR agrees to conduct site visits and will present documentation to advise OWNER of the general pool operation. CONTRACTOR agrees to meet with the OWNER representative periodically to discuss pool operation and related issues.

PART 6 - WINTERIZATION

CONTRACTOR will perform the following services necessary to close and winterize the pool:

- A. Backwash and drain filters
- B. Drain pool to proper level. CONTRACTOR will not be responsible for maintaining the water level after winterization.
- C. Drain pumps and hair/lint strainers that require draining.
- D. Fill bathhouse fixtures and skimmers with antifreeze if requested in writing by OWNER (additional charges will apply).
- E. Drain pool circulating and vacuum lines that require draining and are so constructed that they can be drained.
- F. Store first aid, emergency, maintenance, and test equipment in filter room.
- G. Secure and store automatic chemical feeder if applicable.
- H. Drain and store hoses, rails, and ladders.
- I. Secure pool cover to existing anchor system. Any missing or damaged anchors / springs will be replaced and invoiced separately to the OWNER (if applicable).
- J. Notify OWNER/AGENT on completion of pool closing and provide written report.
- K. Submit list of repair recommendations for the following season.
- L. If pipes are below, drain points, or behind walls or in ceilings which are not visible, CONTRACTOR will not be held responsible for any freeze damage.
- M. If main water cut off is not accessible, or is in an unsecured area, CONTRACTOR will not be held responsible for any freeze damage.
- N. Upon completion of winterization, CONTRACTOR assumes no responsibility for freeze damage, damage to water meters or damage or loss of any equipment or supplies. This includes any freeze break that occurs after April 1 of the following contract year.

OWNER shall be responsible for winterizing all other areas. OWNER shall be responsible for informing CONTRACTOR of all isolated or concealed drain valves. Any equipment and supplies to be stored over the winter will be stored in conveniently located space inside the pool enclosure designated by the OWNER.

PART 7 - CHEMICALS AND SUPPLIES

CONTRACTOR will supply chlorine as required for the regular sanitization of pool water (Trichlor pucks, sodium hypochlorite or salt), muriatic acid and soda ash. Any additional chlorine needed beyond regular sanitization (shocking, cleaning, etc.) will be invoiced separately. Testing reagents and balancing chemicals will be supplied by CONTRACTOR. Supplies such as soap, brushes, toilet paper, first aid items and other expendable items needed for the operation of the pool shall be the sole responsibility of the CONTRACTOR.

PART 8 – OWNER'S RESPONSIBILITIES

- A. If applicable, scheduling and performing of the annual visual electrical inspections, filing for hazmat permits, as well as securing necessary bonding and grounding certifications will be the sole responsibility of the OWNER.
- B. Provide CONTRACTOR with three (3) sets of keys to the pool enclosure and facilities.
- C. Complete all needed repairs inside pool enclosure, such as plumbing, decking, fencing, locking mechanisms, caulking, area lights, depth markings, etc.
- D. OWNER will maintain the perimeter barrier of the pool fence and any and all locking mechanisms of the swimming pool area or enclosure, and will be responsible for security of the pool area. OWNER to ensure that the pool enclosure can be secured by the CONTRACTOR against entry during hours when the pool is not open. This includes fencing that complies with State and Local codes, along with gates/doors that can be locked either by the CONTRACTOR or an automatic electronic system. If the pool area is unable to be secured, or otherwise allows access during hours when the pool is closed; OWNER agrees to indemnify, defend and hold harmless CONTRACTOR from any and all claims, actions, losses, causes of action, damage, lawsuits, and judgments, including attorneys' fees and costs arising out of or relating to the inability to secure the pool area.
- E. If OWNER provides pool furniture (including chairs, lounges, tables, umbrellas and umbrella bases) it will be of good working condition. OWNER will supply one base for each umbrella. CONTRACTOR will not be responsible for any damages to pool furniture or liable for injury to patrons caused by pool furniture.
- F. The OWNER shall ensure that the swimming pool facility complies with all building codes and the Local Health Regulations in effect. The OWNER shall provide, in good working condition, all necessary equipment for the safe operation of the facility, including but not limited to filtration equipment, pool ladders, rescue tubes, backboard with straps, head immobilizer, deep water divider ropes, elevated guard station(s) and lifeguard umbrella for each guard station. OWNER will provide a shaded area for the lifeguard. CONTRACTOR reserves the right to provide an umbrella to provide shade for the lifeguard at which time OWNER will be invoiced the cost of said umbrella.
- G. OWNER will have a telephone at the pool (tone, hard wired, push button) prior to official opening date available to the guards at all times. Where pre-opening Health Department inspections are conducted a turn on date of April 15th is required.
- H. **HARD WIRED TELEPHONE INDEMNITY:** A hard wired telephone line must be at the pool in order to ensure communications are available in the event of emergency and 911 needs to be called. The use of cellular telephones is subject to failure caused by poor signals and can be routed to the wrong 911 operator, which can cause delays. Portable non hard wired telephones are subject to failure caused by poor signals and/or malfunctioning batteries. If OWNER fails to provide a hard wired telephone line OWNER will indemnify and save harmless the CONTRACTOR from liability for any damage or loss of any type which may arise

as a result of any type of failure associated with the telephone provided or supplied by the OWNER. OWNER agrees to defend CONTRACTOR against any claims brought or actions filed against the CONTRACTOR with respect to the subject of this indemnity.

- I. OWNER will provide long distance, 900 service, toll and internet blocks to prevent additional charges on any non-payphone. CONTRACTOR is not responsible for any charges incurred on OWNER phones.
- J. OWNER will provide CONTRACTOR and CONTRACTOR'S employees with free parking to service the facility.
- K. OWNER will provide all utilities; water, electricity and gas (if needed) for the operation of the pool.
- L. OWNER will provide CONTRACTOR with a copy of OWNERS approved pool rules for the community.
- M. OWNER will provide CONTRACTOR a safe working environment.
- N. OWNER shall provide, free of charge, adequate and conveniently located storage space for cleaning materials and equipment of CONTRACTOR and shall be responsible to CONTRACTOR for the security of such place.

PART 9 - INSURANCE

- A. CONTRACTOR currently maintains Comprehensive General Liability insuring the legal liability for bodily injury and property damage for a combined limit of Two Million Dollars (\$2,000,000) per occurrence, and covering at least the following hazards: (a) CONTRACTOR'S Premises and Operations; (b) CONTRACTOR'S Protective for its legal liability in connection with sub-contractor's operations; and (c) Contractual.
- B. CONTRACTOR maintains Employers Liability insuring the legal liability for bodily injury of all employees of the CONTRACTOR for limits of at least One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) for disease for each employee and One Million Dollars (\$1,000,000) for Disease Policy Limit.
- C. Workers Compensation Insurance as required by state statute, covering all employees of the Contractor.
- D. CONTRACTOR maintains Automobile Liability insuring the legal liability for bodily injury and property damage for a combined single limit of not less than One Million Dollars (\$1,000,000) per accident and covering any accident arising out of or resulting from the operation, maintenance or use by the CONTRACTOR on the Property of any owned, non-owned or hired automobiles, trailers or other vehicular equipment to be licensed.
- E. CONTRACTOR maintains Excess Liability totaling Thirty Five Million Dollars (\$35,000,000) in excess of liability limits shown in A, B and C. In the event CONTRACTOR'S coverage falls below Ten Million Dollars (\$10,000,000) combined liability and excess liability, the CONTRACTOR will endeavor to notify OWNER.
- F. OWNER agrees to and does hereby indemnify CONTRACTOR and save it harmless and shall defend it and any and all other persons, firms, and corporations, both known and unknown of and from any and all past, present and future actions, causes of actions, suits, judgments, claims, demands, damages, costs, loss of services, expenses, and all consequential damage, in law or in equity, known and unknown, foreseen and unforeseen, past, present, and future, for which it now has or may hereafter arising from or out of maintenance, operation, repairs or use by the OWNER and/or its agents, servants, employees, invitees, licensees, contractors and/or trespassers or any breach of the Agreement.
- G. OWNER will maintain general liability insurance policy of at least Five Million Dollars (\$5,000,000) evidencing property damage, bodily injury, products & completed operations, contractual liability and personal injury coverage for the subject premises, including the pool area OWNER will provide to Contractor a certificate of insurance evidencing the coverage naming Contractor as additional insured. OWNER expressly waives all rights of subrogation against CONTRACTOR for damages caused by perils to the extent covered by insurance obtained or required to be obtained pursuant to this Agreement, or any insurance coverage applicable to the premises which is the subject of this Agreement. The waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly and whether or not the person or entity has an insurable interest in the property damaged.
- H. OWNER agrees to inform CONTRACTOR of any activities conducted at the pool during hours not listed in the General Specifications per Part 1 and organized activities during hours specified in Part 1 (i.e. pool parties, camps). The OWNER shall be responsible for any claims, accidents, injuries, and damages during such activities. OWNER agrees to and does hereby indemnify CONTRACTOR and save it harmless and shall defend it from and against any and all claims, damages, liability and judgments in connection with personal injury and/or damage to property arising from or out of maintenance, operation or use by the OWNER and/or its agents, servants, employees, invitee's, and licensees 1) outside of the hours listed in the General Specifications, 2) during any organized activities, and 3) brought forth by other contractors and/or trespassers.

PART 10 - ADDITIONAL PROVISIONS

- A. All repairs needed to render the pool in operational condition will be made by the OWNER at their expense. CONTRACTOR, if requested by the OWNER, may perform, arrange for, or supervise the work at an agreed upon fee.
- B. REPAIRS, BILLS, AND INVOICES: OWNER shall pay all repair bills and invoices submitted by CONTRACTOR within 15 days of receipt. This covenant is an independent covenant of this contract. All materials supplied by CONTRACTOR remain the property of CONTRACTOR until materials are paid in full. If paying by credit card for an invoice, a 2.5% convenience fee will be charged at the time of processing the credit card payment.
- C. All applicable sales taxes (i.e. Federal, State) for any equipment, labor, chemicals, or any other sales are not included in the prices represented by CONTRACTOR and shall be applied as an extra amount to all invoices.
- D. If OWNER requires vendor to register with a company in order to receive payment for their services (eg. Compliance Depot) OWNER will reimburse VENDOR the cost of the fee plus a \$125 processing fee.
- E. OWNER agrees not to hire or contract with CONTRACTOR'S current or past employees to work at, service, or be connected in any way with the pool for a period of two years from the date that the contract terminates, or two years from the date of termination of the CONTRACTOR'S employees. In the event that the OWNER breaches this, the OWNER agrees to pay CONTRACTOR, a placement fee equal to 30% of the total contract price per Part 1.
- F. Any increases in federal, state or county minimum wage subsequent to the submission of this contract will be passed onto the

OWNER at an amount calculated at 118% of the minimum wage increase multiplied by the number of hours for season that the pool will be open per Part 1.

- G. In the event that OWNER shall become bankrupt, insolvent, or shall make a voluntary assignment for the benefit of creditors, CONTRACTOR, at its option, may terminate this agreement immediately.
- H. OWNER hereby agrees to contract with CONTRACTOR to manage and operate the pool site during the term of this Agreement. If OWNER is not the actual OWNER of the pool site, but rather a management company or person acting as the agent of the OWNER of the property, OWNER hereby declares and affirms that it is acting within the scope of its authority in entering into and executing this Agreement.
- I. OWNER hereby agrees that CONTRACTOR is utilizing OWNER property and CONTRACTOR will not be held liable for damage that is caused due to OWNER property.
- J. This Agreement may not be amended or modified except by written instrument executed by the parties.
- K. It is agreed and understood that in the event any sums of money which are due to CONTRACTOR under and by virtue of this agreement are not paid in full by OWNER within thirty (30) days subsequent to the receipt of an invoice for the same, said sum shall bear interest at the rate of 1.5% per month. This provision shall be applicable in addition to any rights and remedies, which CONTRACTOR may have under any other provisions of this agreement.
- L. This Agreement shall be governed and construed in accordance with the laws of the State where CONTRACTOR is domiciled.
- M. Contractor shall have the authority to close the pool during inclement weather. Weather shall be considered "Inclement" when there is cloud cover and temperatures fall below 70 degrees, or in the case of rain. In the case of rain, guards shall close the pool and return if it clears up, unless rain starts within one (1) hour of closing time. Should the pool not open by 4:00pm on any day due to inclement weather, the pool will be closed for the remainder of the day. Inclement weather days are built into the contract. In the event of a thunderstorm, the water will be cleared for 30 minutes from the most recent observation of thunder, and the deck will be cleared for 60 minutes from the most recent observation of lightning.
- N. Should the pools operating hour schedule per PART 1 have the pool closed on any day that is a holiday than the pool will remain open for the holiday and close the following day.
- O. CONTRACTOR cannot be held liable for any hydrostatic conditions that cause damage to the pool structure and surrounding area.
- P. Additional chemicals consumed over CONTRACTOR'S anticipated normal usage due to pool leakage will be billed at OWNER's expense.
- Q. Restrictive endorsements or other statements on checks accepted by CONTRACTOR will not apply and in no way alter this contract.
- R. If "Part 1 school hours" are active as part of this contract, CONTRACTOR has set a school date of June 16th as the date the pool will go fulltime. This contract allows for adjustment and additional billing if the pool goes back prior at the rate of \$26.95 per additional lifeguard or manager hour.
- S. If OWNER is required to provide an Automated External Defibrillator "AED" due to State, County or municipal code, and has not done so, CONTRACTOR reserves the right to supply these items and invoice OWNER. CONTRACTOR recommends that all facilities regardless of code have an AED on site. AED's currently are required in Anne Arundel, Baltimore, Harford, Montgomery and Queen Anne counties and Washington, D.C.
- T. CONTRACTOR will provide first aid equipment including minimum requirements in accordance with local Health Department. First aid supplies not located on property will be provided by CONTRACTOR and billed to OWNER.
- U. A test kit is required in accordance with local Health Department. If a test kit is not on site, one will be provided by CONTRACTOR and billed to OWNER.
- V. CONTRACTOR cannot guarantee the pool will open on the scheduled opening day if the contract is signed less than 30 days before said opening day.
- W. CONTRACTOR will adhere to local, county and/or state regulations regarding patron to lifeguard ratio. If additional staff is required to meet this standard CONTRACTOR will advise OWNER of the additional cost for approval. CONTRACTOR reserves the right to supply additional staff to meet a patron to guard ratio and invoice OWNER at a rate concurrent with Part 4; Section D.
- X. OWNER agrees to indemnify and hold harmless CONTRACTOR from any and all claims, actions, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs arising out of or relating to the instance of broken glass entering the pool and under the circumstances where OWNER does not approve the draining and cleaning of the pool as the remedy.
- Y. If OWNER has a cartridge filter system and the cartridges need to be cleaned more than once per week, CONTRACTOR reserves the right to charge an additional service call fee of \$125.00 to clean/change said cartridges.
- Z. If a vendor agreement is required for the execution of this contract, the language in this contract body will supersede that of the vendor agreement.

PART 11 - CLOSURES

CONTRACTOR reserves the right to close the pool in an emergency situation, inclement weather, breakdown of equipment, inadequate security for the protection of the lifeguards at the facility, violation of local or state ordinance, or any other condition or circumstances which, in the judgment of CONTRACTOR, endangers the health or safety of the lifeguards or patrons, which shall not constitute a breach by CONTRACTOR. If the emergency event causes the pool facility to be closed for more than ten (10) consecutive days and such event was not caused by any act or omission of the OWNER, then CONTRACTOR shall refund to the OWNER the variable costs of the contract that are defined as fifty percent (50%) of CONTRACTOR'S actual daily operating cost beginning from the 8th day until the pool is reopened, or the end of the term of the Agreement, whichever occurs earlier.

PART 12 -WARNING

Ground water pushes upward against the bottom and sides of a swimming pool in much the same way that water pushes upward against the bottom and sides of a boat. If this ground water pressure exceeds the downward and side pressure from the weight of the pool and the water it contains the pool may "float" or rise out of the ground or collapse.

Draining a pool reduces the downward and side pressure of the pool and therefore decreases resistance to the upward and side thrust of the ground water. Proceeding with the draining of a swimming pool, without first determining that the water table is not high and that all precautionary measures are still functional from when the pool was constructed, invokes certain amount of risk. Determination of the existence of a high water table and the proper functioning of the hydrostatic relief valve is costly. Unless the determinations are made by the OWNER, there is a risk of flotation any time a pool is drained. This risk must be assumed by the OWNER of the pool when it is drained. CONTRACTOR shall not be responsible for hydrostatic damage to the pool structure or surrounding area.

PART 13 - DEFAULT

In the event that OWNER fails to make any of the payments required hereunder or fails to comply with any of the terms of this Agreement, the OWNER shall be in default and CONTRACTOR, at its sole option, shall have the right (i) to declare this Agreement "terminated" and immediately cease to provide any and all services, supplies and personnel to OWNER at the pool site or elsewhere, and (ii) avail itself of any and all remedies, both legal and equitable, it may be entitled to at the time of default, to specifically include but not be limited to the damages set forth below in liquidated damages.

In the event that OWNER considers CONTRACTOR to have breached any provision of this Agreement or failed to perform or unsatisfactorily performed any obligation under this Agreement, OWNER shall have the right to terminate the services provided hereunder, provided: (1) a certified written complaint is made promptly to CONTRACTOR stating the precise nature of the deficiencies in performance and/or quality of service; (2) CONTRACTOR has not corrected the deficiencies within ten (10) days from the date written notification is received; and (3) OWNER has complied in all material respects with its obligations under this agreement. Unless OWNER complies with Agreement, OWNER shall not be entitled to set off, reduce, offset or claim consequential damages or any other deduction whatsoever, for nonperformance of this agreement.

PART 14 - LIQUIDATED DAMAGES

In the event of termination of performance by CONTRACTOR under the terms of this Agreement for nonpayment of any sum due hereunder by OWNER, it is expressly agreed and understood that CONTRACTOR shall be entitled to retain all sums of money previously received from the OWNER, and shall be entitled to collect all sums of money due including reasonable attorney's fees under the terms of the contract. The charges for any chemicals, supplies or labor that is outstanding are also due at the time of termination. In the event of a breach of this Agreement by OWNER prior to CONTRACTOR commencing summerization as defined in Part 2, CONTRACTOR shall be entitled to 20% of the total contract price as liquidated damages.

PART 15 - BINDING EFFECT

The terms and provisions of this Agreement shall be binding on the OWNER, its successors and/or heirs and to the benefit of CONTRACTOR and its successors and assigns. OWNER shall not have the right to assign, pledge or encumber in any way any part of its interest in this Agreement without the prior written consent of CONTRACTOR. CONTRACTOR, however, shall have the right to assign any and all rights, services and obligations under this Agreement. If OWNER has provided CONTRACTOR documents as addendum to this agreement, should any term or provision of one document conflict with a term or provision of the other, the terms or provision contained in CONTRACTOR'S contract shall control.

PART 16 - EXTENSION OF SERVICE

CONTRACTOR shall, if requested by the OWNER, for an agreed upon non-refundable or cancelable fee, operate the pool prior to or beyond the Dates specified in Part 1, provided the OWNER gives CONTRACTOR a minimum of two (2) weeks notice. The cost associated will be separately negotiated.

PART 17 - MISCELLANEOUS

This contract embodies the entire understanding between the parties, and there are no other agreements, representations or warranties in connection therewith. IN WITNESS WHEREOF, the parties hereto have signed this contract by their duly authorized representative and/or agents who represent that they have the express authority to enter this agreement in behalf of each party.

The CONTRACTOR has the option to void this Agreement if it is not signed and returned by the OWNER within 30 days from date of submission.

OWNER acknowledges that it owns and/or operates the pool facility and has legal capacity and authority to enter into this Agreement and bind the property OWNER of the pool facility. This Agreement is a valid and legally binding obligation of OWNER and is fully enforceable against OWNER and the party which owns and operates the pool facility.