

SWIMMING POOL MANAGEMENT AGREEMENT

This Agreement, between **San Antonio Pool Management** (the “Company”) **City of Leon Valley** (the “Customer”), is to provide for the staffing, water chemistry maintenance and cleaning by the Company at the Customer’s pool located at 6620 Evers Road Forest Grove, Leon Valley, TX 78238 Leon Valley, Texas (hereinafter referred to as “Pools”) in accordance with the specifications, conditions, and terms set forth herein and in Appendices attached to this Agreement. Company has no duties with regard to pool or facilities other than those explicitly stated herein.

1. **EFFECTIVE DATE**. This Agreement, when executed by both parties hereto, shall become effective on January 1st, 2024 for the 2024 Pool Year extending from January 1st, 2024 through December 31st, 2024.

2. **PROPOSAL EXPIRATION OPTION**. This contract is voidable at the Company’s option if not executed by the Customer and returned to the Company by March 20th, 2024.

3. **PERSONNEL**. Company will provide lifeguards, on call pool supervisor and Certified Pool Operator for operation of Customer’s pool. The Company will provide training and testing of the lifeguards working at Customer’s facility. Company will provide appropriate uniforms for staff.

**Please see Exhibit B for more details on personnel.*

4. **INSURANCE/LIABILITY**. The company will maintain a comprehensive insurance package including General Liability, Professional Liability & Punitive coverage with \$20 million dollar limits. While this is a significant limit, Company asserts it is adequate and not an extravagance, as swimming pool pose substantial risk.

The company agrees to maintain, at a minimum, \$20 million liability insurance coverage for the length of this Agreement.

**Please see and initial Exhibit C for more information on the liability insurance.*

5. **SERVICES.** Service components that are provided as part of this Agreement.

Services	Description
Summer Safety Campaign	Posters are placed at facilities (and information posted on-line) as part of our annual pool safety campaign aimed at pool patrons. The safety campaign is designed to increase awareness of pool hazards and prevent drowning.
Body on the Bottom Testing	Proprietary testing is completed at pools throughout the season to enhance lifeguards' ability to identify and save bodies underwater.
National Safety Advisors	Collectively, with The Pool Management Group family of companies, we contract with prominent safety advisors, including Dr. Tom Griffiths, to ensure our water safety standards remains at high levels.
National Back Up Team	In the event of a need, we will utilize back up personnel available through The Pool Management Group. From President to pool technician, our team is backed up in the event of injury or other emergency.
National Parts Sourcing	When local parts distributors do not carry a part needed to keep your pool up and running, we will utilize the support team at The Pool Management Group for a nationwide search to find the right part and order it promptly.
Up to Date Information	Through The Pool Management Group, important governmental decisions and water safety developments are monitored so we can provide accurate timely information.
Risk Reduction	Our safety and training standards increase safety and reduce risk at your pool. However, even at the safest pools, accidents can happen, so we carry Professional Liability Insurance with \$20 million of coverage.

6. **EXHIBITS.** The attached exhibits, which are material to and included as part of this Agreement, detail the following:

Exhibit A - DATES AND HOURS OF OPERATION AND STAFFING

Exhibit B – PERSONNEL

Exhibit C – INSURANCE AND LIABILITY

Exhibit D - OPERATIONAL PARAMETERS

Exhibit E - POOL MAINTENANCE AND REPAIRS

Exhibit F – OFF-SEASON SERVICE

Exhibit G - SWIMMING LESSONS

Exhibit H – CUSTOMER CONTACT INFORMATION

Exhibit I – TERMS AND CONDITIONS

Exhibit J – PAYMENT SCHEDULE

7. **FEES.** The Company hereby proposes to perform the work and services set forth in this document including all exhibits for the price of **\$68,529.00** upon the specifications, conditions and terms as set forth herein.

8. **ACCEPTANCE.** Acceptance of this Agreement by Customer and Company through signatures below will constitute a contract entered into in accordance with the specifications, terms and conditions and addenda attached hereto.

San Antonio Pool Management

By: _____

Officer

<Customer>

By: _____

Title of Officer:_____

Attest:_____

Title of Officer:_____

Date: _____

Exhibit A

Dates and Hours of Operation and Staffing

1. DATES OF OPERATION.

The pool will be open on the following days:

May 25, 2024 through September 2, 2024.

2. HOURS OF OPERATION.

The pools to be open during the following hours during School Season:

May 25th through May 31st

August 19th through September 2nd

Saturday	12:00 p.m. to 8:00 p.m.
Sunday	12:00 p.m. to 8:00 p.m.
Monday	Closed
Tuesday	Closed
Wednesday	Closed
Thursday	Closed
Friday	Closed
Holidays	12:00 p.m. to 8:00 p.m.

The pools to be open during the following hours during Summer Season:

June 1st through August 18th

Saturday	12:00 p.m. to 8:00 p.m.
Sunday	12:00 p.m. to 8:00 p.m.
Monday	12:00 p.m. to 8:00 p.m.
Tuesday	12:00 p.m. to 8:00 p.m.
Wednesday	Closed
Thursday	12:00 p.m. to 8:00 p.m.
Friday	12:00 p.m. to 8:00 p.m.
Holidays	12:00 p.m. to 8:00 p.m.

3. STAFFING.

- **Two (2) Lifeguards and one (1) Gate Attendant will be provided at all times the Pools are open (per schedule above). Company will provide two (2) Lifeguards during swim team practices and meets, swim instruction, water exercise classes, lap swimming, the cost of which is in addition to the contract price.**

Company Initials: _____; Customer Initials: _____

Customer agrees to indemnify and hold Company harmless for any claims arising from the use of the pool(s) other than during those times specified above, except when such claims are the result of acts of omission or negligence of the Company.

On days when attendance at the pool is very low, Company may reduce the number of lifeguards on duty to as few as one.

Company shall be excused from providing staff on the schedule above upon the occurrence of any circumstance beyond its control to the extent that such circumstance makes it impossible to provide swimming pool staffing at the level detailed above, and in such circumstance Company and Customer shall work together to establish a new staffing schedule based on available staff. In such circumstance Company shall reimburse Customer for staffing hours that are not provided.

SAFETY BREAK. The pool water will be completely cleared for a period of 10 minutes at 3:00 PM, 5:00 PM and 7:00 PM. During this break, lifeguards will not be on patron surveillance. Wading pool and main pool will be closed. The lifeguards will be responsible for supervising the pool and deck area. When heat index is 100 degrees or higher, the lifeguards may call additional Safety Breaks on the hour (ie. 4:00, 6:00, etc.).

VANDALISM. Additional reasonable charges for cleanup required as the result of vandalism, and approved by the Customer, shall be paid by the Customer to the Company. Any vandalism shall be reported to the Customer's designated representative immediately upon discovery.

SUPERVISION. Company management personnel will inspect the pool at least twice each week during the full-time operation of the pool. Additional inspections and/or visits to the pool will be made by Company's management personnel as needed in order to assure Customer's satisfaction.

POST CLOSING DAY STAFFING. At the request of the Customer, the Company may, if staff is available, staff and maintain the pool and provide all necessary services to allow swimming with a Lifeguard on duty after the last day of operation specified above (Closing Day). The Customer will notify Company at least two (2) weeks in advance concerning post-Closing Day openings. The cost for post-Closing Day operation shall be billed to the Customer at the prevailing rate, which may change from year to year. The current cost is \$35.00 for each day (including days the pool is closed) from Closing Day through the final day the pool is open for swimming, plus \$35.00 per Lifeguard hour for time worked on or before September 18. The cost for Lifeguard hours worked after September 18 is currently \$41.00 per Lifeguard hour. Amount shall be payable to the Company on the initial day of post-Closing Day operation. This cost is to be extra to the contract in addition to the fees as provided hereinafter.

WEATHER CONDITIONS. Pool water will be closed if:

- (a) air temperature at or below 68 degrees Fahrenheit
- (b) heavy rain and unable to see the bottom of the pool
- (c) lightning, thunder, tornado warning, high winds causing pool surface turbulence

Company Initials: _____; Customer Initials: _____

Company will reopen the pool water when weather becomes suitable for swimming. When pool water is closed patrons will be allowed to remain at the facility and fate and bathrooms will remain open.

AFTER-HOURS EVENTS. The Company will provide lifeguards for after-hours events subject to the following:

Lifeguard hours provided by the Company, other than those specified in this contract, shall be billed to the Customer at the prevailing rate.

Company shall provide no lifeguard beyond the hour of 11:00 PM.

For after-hours events, the Customer is not required to use Company lifeguards; however, Customer assumes full responsibility and liability for the pool in the event any individuals are within the pool area when the Company lifeguards are not scheduled to work. Customer agrees to indemnify and hold Company harmless for any and all claims for damages or injuries, or both arising from the use of the pool during hours other than those specified in this contract unless Company's lifeguards have been scheduled according to the policies set forth herein.

For after-hours events, for which the Company is to provide lifeguards, the Customer is responsible for giving the Company seven (7) days' prior written notice as to:

- (a) The time and date of the event.
- (b) The number of people who are scheduled to attend.
- (c) The type of group scheduled to attend (ie. Youth group, family celebration, social club, business organization).
- (e) Any special admission instructions.

The following scale shall be used to determine the number of lifeguards required at an after-hours event:

<u>Number of People Expected</u>	<u>Number of Lifeguards Required</u>
At Pool	
1 to 50	2
51 to 75	3
76 to 100	4
101 or more	5, plus one (1) more for each additional 25 people or portion thereof. Example: 153 attendees would require 7 lifeguards.

One additional lifeguard shall be required for any teenage event, college age event, or for any event involving alcoholic beverages. Customer agrees to provide one adult chaperone for each ten (10) people at a teenage or college age event. The Company will not schedule lifeguards for any fraternity parties.

Company Initials: _____; Customer Initials: _____

Billing shall include any time spent cleaning up after use by any special group or party. The Customer shall make payment of fees to the Company within ten (10) days after billing by Company.

4. **WADING POOL.** Company lifeguards will not provide patron surveillance of wading pool. Company will clean and maintain water chemistry in wading pool and backwash wading pool filter .

Company Initials: _____; Customer Initials: _____

Exhibit B

Personnel

1. **PERSONNEL.** All Company personnel who will work at the Customer's pool in fulfilling the terms of this Agreement, including all lifeguards, shall be employed solely by the Company and be employees of the Company. No lifeguard shall be engaged by the Company as an "Independent Contractor" to fulfill the terms of this Agreement.

- (a) Company is solely responsible for selecting competent and qualified lifeguards for the safe operation of the Customer's swimming pool.
- (b) The Company agrees to pay the following for Company's employees, including all lifeguards:
 - Wages
 - Income tax withholdings
 - Social Security withholdings
 - State unemployment insurance
 - Federal unemployment insurance
 - Workmen's Compensation insurance
- (c) Personnel will be trained by the Company. Personnel not performing up to the standards of the Customer will be replaced by the Company within **24 hours**.
- (d) All lifeguards employed by the Company shall have current American Red Cross Lifeguarding Certificates or the equivalent, which includes CPR and first aid training.
- (e) Company will provide 60 minutes of inservice training for lifeguards for every 40 hours of employment.
- (f) Lifeguards shall have the authority to educate and discipline swimmers and any and all patrons within the pool facility who violate pool rules. Customer agrees to support Company's lifeguards in enforcing the rules with Customer's patrons.
- (f) Company is responsible for exercising control over the activities performed by the lifeguards. Lifeguards will be supervised by Company management personnel. Company management personnel will visit the pool at least twice each week to check performance of lifeguards.
- (g) Whereas, Company will invest substantial resources to train and convey information concerning operational techniques and management procedures to its employees at Customer's facility and Customer acknowledges that such information and investment is a valuable asset of Company's business, Customer agrees not to hire or consult (without the prior written consent of

Company Initials: _____; Customer Initials: _____

Company) any employee or former employee of the Company for a period of one year from the date of expiration or cancellation of this agreement.

- (h) Whereas, Company has responsibility for providing lifeguards, water chemistry maintenance and cleaning of Customer's swimming pool, various Company personnel will be responsible for the following duties:
- (1) Lifeguarding main pool.
 - (2) Checking water chemistry and recording readings every two (2) hours.
 - (3) Maintaining chemical balance of pool water in main pool and wading pool; following CDC recommendations for fecal release, diarrhea or vomit in pool water.
 - (4) Vacuuming pool and skimming pool surface with net.
 - (5) Cleaning tiles around pool edge.
 - (6) Backwashing filter system.
 - (7) Checking and recording filter pressure gauge readings and flow meter readings daily. Taking corrective measures as indicated.
 - (8) Cleaning bathhouse daily and maintaining tidy bathhouse throughout the day.
 - (9) Cleaning enclosed swimming pool area.
 - (10) Picking up trash and emptying trash into large cans.
 - (11) Straightening deck furniture and cooking grills.
 - (12) Replenishing bathhouse supplies.
 - (13) Enforcing rules of the Customer.
 - (14) Assisting Customer in collecting guest fees and monitoring membership, as long as the task does not interfere with lifeguarding.

PRE-SEASON STAFF MEETING WITH STAFF. At Customer's request, Company's designated Pool Manager shall meet with Customer's representative prior to opening day. The Pool Manager and all lifeguards, as feasible, will meet with Customer's representative.

Company Initials: _____; Customer Initials: _____

Exhibit C

Insurance and Liability

1. **INSURANCE/LIABILITY**. The Company shall maintain and keep in full force the following coverage:

- (a) **Professional Liability Insurance and General Liability Insurance** in the amount of **\$20,000,000.00**.
- (b) **Worker's Compensation insurance** covering all persons engaged on behalf of the Company in the performance of the terms of this Agreement.

Company agrees to indemnify and hold Customer, its officers, committees, and agents harmless from and against any claims caused by or arising out of the acts, omissions and/or negligence of the Company or its employees. This indemnity does not require Company to indemnify Customer for Customer's own negligence.

Company agrees to supply copies of the certificates of insurance to the Customer verifying the above-mentioned insurance coverage. It is the responsibility of the Customer to provide all other insurance coverage.

Except due to acts of omission or negligence on the part of the Company or its employees, Company assumes no liability for damage or injury to persons or property arising from or caused by Acts of God. Except as to the employees of Company, Company assumes no liability for damage or injury to persons or property arising from or caused by physical or mental incapacity, physical or mental diminution, or intoxication from alcoholic or other substances, whether legal or illegal, nor for the acts of "Good Samaritan" by any employees of Company. The Company shall not be liable or responsible for any injuries or damages that arise at any time that is not within the hours of operation as stated in this Agreement.

Company shall not be held liable for any damages resulting from faulty equipment, mechanical failure, weather, flooding, or defective workmanship or design by others. Company accepts no responsibility for hydrostatic lifting. Any risks associated with draining the pool shall be solely the Customer's.

Further, the Company shall not be held liable for any personal effects of any person or persons utilizing the pool facilities.

The Customer shall maintain and keep in full force and effect the following coverage:

- (a) **Premises liability insurance**.
- (b) **Comprehensive general liability insurance** in the amount of \$1,000,000.00 each accident and \$1,000,000.00 each person.

2. **COMPANY'S INDEPENDENT CONTRACTOR STATUS**. Company is, and at all times shall be deemed to be, an independent contractor in the performance of services under this agreement. Company and its representatives are not, and shall not be considered or permitted to be, employees, agents, servants, joint venturers or partners of Customer.

Company Initials: _____; Customer Initials: _____

Exhibit D

Operational Parameters

1. **ACCESS AND UTILITIES.** The Customer will permit and maintain free access to the pool site and, upon signing Agreement, Customer will provide six (6) sets of keys to Company to open any and all locks required to operate the pool. Company shall keep and safeguard keys and release keys only to authorized personnel. Keys shall be returned to Customer in the event of termination of this Agreement.

Customer further agrees to furnish without cost to Company:

- (a) Water.
- (b) Electricity.
- (c) 110 volt electrical outlet in pump room.
- (d) Garbage pick-up service.
- (e) Lifeguard stand(s) and umbrella(s) for lifeguard stand(s).
- (f) Telephone with emergency phone numbers and contacts.
- (g) A secure and cooperative working environment at Customer's pool.

2. **TELEPHONE.** Customer shall be responsible for providing an operational telephone (not a pay phone) accessible to Company's lifeguards at pool site. Consistent with health department regulations and for the safety of pool patrons the pool will only be open when the pool telephone is operational.

3. **OPENING.** Company agrees to make pool "ready to swim" by completing the following services, where applicable:

- (a) Order, store, and inject all necessary chemicals to establish proper levels for:
 - free chlorine
 - total alkalinity
 - pH
 - calcium hardness
 - cyanuric acid
- (b) Vacuum pool.
- (c) Clean pool enclosure area.
- (d) Inspect chemical feeders.
- (e) Inspect all filtration equipment.
- (f) Inspect flow meters, pressure gauges, and valves.
- (g) Remove pool furniture from storage, clean, set out around pool area.
- (h) Thoroughly clean bathhouse (If applicable)

Company Initials: _____; Customer Initials: _____

- (i) Inspect and re-supply water testing supplies that are expired.
- (j) Inspect underwater lights.
- (j) Perform requisite repair work as authorized by Customer (see "Repair Work").

PRE-SEASON SWIMMING POOL REVIEW MEETING. At the Customer's request, Company will walk-through with a representative of the Customer prior to opening to develop a list of items needed for operation of the pool and to review items identified by the Health Department as deficient from the previous year. Company shall stand ready, at the Customer's request, to perform repairs needed for compliance with Health Department regulations. The cost for any such repairs shall be additional to the price of this Agreement.

INITIAL TAKEOVER OF POOL BY COMPANY. Customer agrees pool will be clean and free of algae on the date of signing. If pool is not clean and free of algae, Customer agrees to pay reasonable additional charges for cleanup and chemical treatment of pool.

PERMIT. The Company will assist the Customer in obtaining Customer's Swimming Pool Operation Permit from the local Health Department.

The Company shall:

- (a) Clean and chemically balance pool to health department standards.
- (b) For the convenience of Customer, complete the Operating Permit Application and return it to the Health Department with the Permit Fee.
- (c) Schedule pre-season health department inspection and meet the health department inspector at Customer's pool to walk through the inspection with the health department inspector.

The Customer shall be responsible for:

- (a) Reimbursing Company for the actual Permit Fee required by the health department.
- (b) Complying with all health department regulations.

MINIMUM FACILITY STANDARDS. Customer agrees and acknowledges that it is the Customer's responsibility to maintain Customer's pool, equipment and associated facilities within established minimum standards. Texas Laws Health and Safety Code Section 341 and Texas Administrative Code Chapter 265 Subchapter L, the National Electrical Code, and the Virginia Graeme Baker Pool and Spa Safety Act shall be included as minimum standards.

4. **EMERGENCY CLOSING OF POOL.** The Customer and/or Company may close the pool in an emergency situation, whether the emergency be caused by breakdown of equipment, or by other causes outside of the Company's control; this shall not require any change or adjustment in any of the provisions of this Agreement. Should a time lapse of more than five (5) days be necessary to perform repairs and/or restore pool to normal operations, the Company shall refund fifty percent (50%) of the daily operating cost from the fifth day on a pro-rated basis. For purposes of this section, the daily operating cost is to be computed at one percent (1%) of the total contract cost until such time as the pool is reopened for normal operation. If the pool

Company Initials: _____; Customer Initials: _____

is not reopened for normal operation within thirty (30) days, Customer may cancel this Agreement by written notice to Company.

5. **CLOSING**. The pool will be considered closed to swimmers at end of the day on the last day of operation as specified in Exhibit A and Company will close the pool as soon after that date as Company deems possible. The Company will complete the following services, where applicable:

- (a) Move, stack and store in covered bathhouse area: pool deck furniture, lane lines and reel, safety equipment and maintenance supplies.

Company Initials: _____; Customer Initials: _____

Exhibit E

Pool Maintenance and Repairs

1. POOL CHEMICALS.

Company agrees to supply, at its expense:

- (a) Chlorine and pH control chemicals throughout the period of this agreement.

2. WATER QUALITY. Company will be responsible for maintaining the following chemical levels of the swimming pool water within the tolerances of the local health department while pool is open to swimmers:

Table with 2 columns: Parameter and Tolerance. Rows include Free Chlorine (1.0 to 3.0 PPM), pH (7.0 to 7.8), Total Alkalinity (80 to 120 PPM), Calcium Hardness (200 to 300 PPM), and Chlorine Stabilizer (less than 100 PPM).

At no time will the water chemistry cause a failure of permission to operate the pool granted by the local health department. In the event the local health department revokes permission to operate the pool due to improper water chemistry, Customer shall be entitled to a partial refund of the contract price set forth herein computed by the following formula:

Number of days closed times the average daily portion of the contract price (total price divided by number of days pool is to be in operation as determined by this Agreement).

All of the foregoing notwithstanding however, the Company shall be excused from maintaining water quality as established herein and the Customer shall be entitled to no refund in the event of any Act of God, repairs, interference by Customer, together with any and all other reasons beyond the control of Company.

Any work performed by Company shall be subject to the conditions in the "Repair Work" provision of this Agreement.

3. REPAIR WORK. During the term of this Agreement, the Company recommends compliance with the Virginia Graeme Baker Pool and Spa Safety Act. The Company also recommends that Customer have its pool inspected annually by a licensed electrician and have all recommended electrical repairs completed by the inspecting electrician. During the term of this Agreement, the Company stands ready to perform any other installations or repairs needed to preserve Customer's pool aesthetics and/or to comply with State, Federal or local regulations, but Customer shall have the option of using its chosen contractor to perform any recommended repairs. The Customer agrees to indemnify, defend, and hold the Company harmless from all claims, injuries, damages, attorney's fees, and defense costs arising out of 1) repairs or renovations performed by any entity other than the Company, or 2) the failure of Customer to complete a) repair(s) or installations needed to comply with State, Federal or local regulations, or b) the above-described annual electrical inspection and recommended repair(s).

Company Initials: _____; Customer Initials: _____

Work will be billed as follows:

- (a) Any repairs required as the result of error or negligence by Company shall be paid for by Company with no cost to Customer. Additionally, Company shall reimburse Customer for volume of water lost as a result of error or negligence.
- (b) Company will perform minor repairs to the pool and recirculation system, as part of the service provided; however, the Customer shall pay for parts and/or materials.
- (c) For repair work or necessary equipment wherein the cost does not exceed \$175.00, the Company shall bill Customer.
- (d) Any work or equipment in excess of \$175.00 to be provided by the Company or Company's subcontractors will be provided and billed to Customer. Such work or equipment shall be provided only upon the authorization of the designated representative of Customer, or in the event the Customer elects not to have such work performed or equipment provided, Company may cancel this Agreement if said election interferes with the Company's ability to carry out its responsibilities under this Agreement.

4. **SUPPLIES.**

Company agrees to supply, at its expense:

- (a) Chlorine and pH control chemicals throughout the period of this agreement.
- (b) The following pool and janitorial supplies:
 - Soap
 - Disinfectant
 - Paper towels
 - Deodorizer
 - Toilet tissue
 - Correct size trash can liners for the pool area and bathrooms
 - Sponges and rags
 - Glass cleaner

Customer shall be responsible for providing, at no cost to Company, other equipment such as:

- | | |
|-------------------|-------------------------|
| Water hoses | Ring buoys with ropes |
| Vacuum pump | Safety rope with floats |
| Pool vacuum heads | Shepherd's crooks |
| Vacuum poles | Pool rules signs |
| Pool vacuum hoses | Trash receptacles |
| Rescue tubes | Water test kit |

Company Initials: _____; Customer Initials: _____

Test kit reagents	Buckets
First Aid Kit	Sponges
First Aid supplies	Pool brushes with pole
Blood Borne Pathogens Kit	Leaf skimmer net
AED	Algaecides
Light bulbs	Algae brushes
Safety goggles	Lifeguard stand(s)
Chemical resistant gloves	Umbrella for each lifeguard station
Mops	Back board with three straps
Brooms	Head immobilizers
Dust pan	Clock
Brushes	Bag Valve Mask
Toilet brush	Disposable Gloves

For Customer's convenience and for the efficient operation of the pool, Company will provide and invoice Customer for any of the items listed above that are not at the pool. Customer agrees to pay invoices for said supplies within thirty (30) days after invoicing.

ADDITIONAL CHEMICALS. If additional chemicals are required to maintain or correct pool water chemistry due to a failure or breakdown of Customer's equipment, or loss of water (leak) due to a defect in Customer's pool or recirculation system, which are not attributable to negligence of Company, Customer agrees to pay as an additional charge, the reasonable expense of all said additional chemicals.

Company Initials: _____; Customer Initials: _____

Exhibit F

Off Season Service

1. OFF-SEASON SERVICE.

The Company shall perform the following services at the Customer's pool during the off-season:

Uncovered Off-Season Service with Filter System Running – 1 visits per week during Off Season

- (a) Check chemicals and adjust as needed.
- (b) Vacuum as needed.
- (c) Clean skimmer baskets as needed.
- (d) Backwash filters & cleans strainer pots as needed.
- (e) Report any off-season vandalism to Customer.
- (f) Pool will be kept reasonably clean, but not up to Summer Season standards.

Company Initials: _____; Customer Initials: _____

Exhibit G

Swimming Lessons

1. **INSTRUCTIONS.** Swimming instruction will be offered by Company. Instruction shall be given by trained instructors, while not on patron surveillance. Company shall have rights to swimming lessons at Customer’s pool during the term of this Agreement. All Company insurance as described in Exhibit C shall apply to Company’s swimming instructors.

Arrangements for any instruction shall be made between individual requesting instruction and the Company. Any resulting agreement shall be considered a contract between that individual and the Company; and Customer shall not be held liable for its enforcement nor for the collection of any fees due Company under the terms of that contract. Company shall be entitled to all fees paid for instruction provided by Company’s employee(s).

Company Initials: _____; Customer Initials: _____

Exhibit H
Customer Contact Information

PRIMARY CONTACT:

Name _____

Title or Position: _____

Street _____

City _____ State _____ Zip _____

Telephone () _____

Email: _____

PRESIDENT:

Name _____

Street _____

City _____ State _____ Zip _____

Telephone () _____

Email: _____

TREASURER:

Name _____

Street _____

City _____ State _____ Zip _____

Telephone () _____

Email: _____

BILLING ADDRESS:

Name _____

Street _____

City _____ State _____ Zip _____

FACILITY INFORMATION:

Name _____

Street _____

City _____ State _____ Zip _____

Telephone () _____

Company Initials: _____; Customer Initials: _____

Exhibit I

Terms and Conditions

1. **CANCELLATION.** The Customer shall have the right to cancel this Agreement based on Company's non-performance of duties and responsibilities as follows:

- (a) Customer shall notify Company by certified mail of any problem regarding performance as detailed in this Agreement. Company shall have 48 hours following Company's receipt of notification to remedy stated violation of contract.
- (b) If Company fails to remedy violation and continues to not perform as detailed in this Agreement; Customer may terminate Agreement by providing five (5) days' written notice to Company by certified mail.
- (c) In the event that Customer terminates contract by procedure stated above, the Customer shall either be entitled to a refund for money paid in advance or shall be responsible for a balance owed to the Company. Refund to be computed as follows:

A daily portion of the contract price shall be computed by dividing the total contract price by the number of days pool was to be open to members as determined by this Agreement. This daily price shall be multiplied by the number of days pool was operated under this Agreement. That amount shall be subtracted from the total amount of contract price paid to Company by Customer as of termination date. The resulting figures shall either be the refund to which the Customer is entitled or remaining balance owed to Company.

- (d) Refund or balance owed shall be paid within five (5) business days after termination.

2. **MISCELLANEOUS.**

- (a) The Company may display a sign on the pool premises designating the responsibility to the Company for the quality of the pool and the performance of the pool staff.

3. **EXTENSION OF CONTRACT.** This Agreement shall automatically renew on the same terms and conditions herein at the contract amount in effect for the immediate preceding year, plus an amount not to exceed 5% thereof, at the sole option of Company. In the event that Customer desires not to renew and extend this Agreement as provided herein, Customer shall provide Company with written notice thereof on or before December 31st of the current year.

4. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Texas.

5. **STRICT COMPLIANCE.** No failure of Company to exercise any power or right granted hereunder or to insist upon strict compliance by Customer with its obligations and duty hereunder shall constitute a waiver of Company's right to demand strict compliance with the provisions hereof at any time.

Company Initials: _____; Customer Initials: _____

6. **TIME OF ESSENCE.** Time is of the essence of this Agreement.
7. **ENTIRE AGREEMENT, MODIFICATION, BINDING EFFECT.** This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements, understandings or negotiations, written or oral. This Agreement may not be modified or amended except in writing, signed by both parties hereto. This Agreement shall be binding upon and enure to the benefit of the Customer and Company and to their respective heirs, successors and assigns.
8. **RIGHTS CUMULATIVE.** All rights and powers under this Agreement shall be cumulative and, except as otherwise provided herein, shall be in addition to any and all other provided at law or in equity.
9. **EXTENSIONS.** Unless other agreed to by Customer and Company in writing, the terms of this Agreement shall apply to all extensions and renewals hereof.
10. **SEVERABILITY.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
11. **ATTORNEYS FEES.** In the event of any legal proceeding or arbitration between the parties, each party shall be responsible for paying its own attorney's fees.
12. **COMPANY'S OPTION IN THE EVENT OF CHANGE IN LAWS.** If there is a change in local, state, or federal law concerning any cost aspect relating to this proposal, the company may present a new contract amount to Customer, which new Contract shall supersede and replace this Agreement. Customer shall have 30 days from the date of receipt of the new contract in which to accept or reject the new contract. In the event the Customer elects to reject the new contract, this contract may be terminated at the sole option of the company.
13. **COMPANY'S OPTION IN THE EVENT OF INCREASE IN COSTS.** If there is an increase of fifteen percent (15%) or more in any cost aspect (including necessary increases in wages paid to pool staff) relating to this Agreement, Company may present to Customer a reasonable increase in the price of this Agreement based solely on Company's additional cost of providing the services provided for herein. Customer may, at its sole option, choose to refuse to pay an increase in price. In the event the Customer elects not to pay the increase, this contract may be terminated with 10 days written notice to Customer at the sole option of the company.

Company Initials: _____; Customer Initials: _____

Exhibit J

Payment Schedule

Payments by Customer to Company shall be made in accordance with the following schedule:

<u>Month</u>	<u>Management Payments</u>	<u>Off-Season Service Payments</u>	<u>Total Payments Due</u>
(a) One (1%) percent upon signing of Agreement	\$643.00		\$643.00
(b) Off-season Maintenance on or before January 1 of each year		\$600.00	\$600.00
(c) Nine (9%) percent plus off-season maintenance on or before February 1 of each year.	\$11,580.00	\$600.00	\$12,180.00
(d) Off-season Maintenance on or before March 1 of each year		\$600.00	\$600.00
(e) Off-season Maintenance on or before April 1 of each year		\$600.00	\$600.00
(f) Fifteen (15%) percent plus off-season maintenance on or before May 1 of each year	\$9,649.00		\$9,649.00
(g) Twenty-four (24%) percent on or before June 1 of each year	\$15,439.00		\$15,439.00
(h) Twenty-six (26%) percent on or before July 1 of each year	\$16,726.00		\$16,726.00
(i) Twenty (20%) percent on or before August 1 of each year	\$12,866.00		\$12,866.00
(j) Five (5%) percent plus off-season maintenance on or before September 1 of each year	\$3,216.00		\$3,216.00
(k) Off-season Maintenance on or before October 1 of each year		\$600.00	\$600.00

Company Initials: _____; Customer Initials: _____

(l) Off-season Maintenance on or before November 1 of each year		\$600.00	\$600.00
(m) Off-season Maintenance on or before December 1 of each year		\$600.00	\$600.00
TOTAL	\$64,329.00	\$4,200.00	\$68,529.00

Payments are due as indicated above. All payments as specified above, not made on or before ten (10) days after the due date shall be subject to delinquent payment fees of 1% per month, or any part of a month, of the amount due or any portion thereof. Payments for repairs, equipment or labor, not made on or before thirty (30) days after the due date shall be subject to delinquent payment fees of 1% per month, or any part of a month, of the amount due or any portion thereof. In the event payments are not received within ten (10) days from the due date for contract payments, and thirty (30) days from the due date for other payments, the Company shall have the right, at its option, and within its sole discretion to suspend, until all overdue payments are received, or terminate its services under this Agreement and in either case to withdraw and remove all personnel from Customer’s pool facilities without any further or additional notice to Customer. During a period of suspension or after termination, control of the pool and premises will be surrendered to the Customer and, if operated, it is at the Customer’s sole risk and liability. Customer agrees to indemnify and hold Company harmless for any claims arising from the use of the pool(s) during a period of suspension or after termination due to payment(s) not being received on time. Any such suspension or termination notwithstanding, Customer shall be fully responsible for all payments provided herein.

In the event that Company elects to pursue collection of any amounts due under this Agreement, Customer shall pay all said amounts, together with interest at the rate of 12% per annum from the date the same became due, together with any and all cost of collection, including and together with any and all reasonable litigation expenses, including reasonable attorneys fees.

Company Initials: _____; Customer Initials: _____