

## SWIMMING POOL MANAGEMENT AGREEMENT

**This Agreement**, between Columbus Pool Management, Inc. (the “Company”) and **City of Gahanna, Gahanna Swimming Pool, and Hunter's Ridge Swimming Pool** (the “Customer”), is to provide for the staffing, water chemistry maintenance and cleaning by the Company at the Customer’s pool located at, Gahanna, Ohio in accordance with the specifications, conditions, and terms set forth herein and in Appendices attached to this Agreement.

1. **EFFECTIVE DATE.** This Agreement, when executed by both parties hereto, shall become effective on \_\_\_\_\_, 2014, for the 2014 Pool Year extending from April 11, 2014, through September 30, 2014.

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 April 11, 2014.

### About Us

We’re a local company that is part of The Pool Management Group family of companies. From advanced lifeguard training and testing, to our national back up team for key personnel, to industry thought leadership, our customers receive the rewards of a large national company combined with Columbus Pool Management’s local expertise.

**As a result, we are able to provide high levels of quality, safety and risk management services.**

3. **PERSONNEL.** Company will provide pool staff, including lifeguards, for operation of Customer’s pool. The Company will provide training and testing of the lifeguards working at Customer’s facility that exceed the industry norm.

*\*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 pools pose substantial risk.

The Company agrees to maintain, at a minimum, \$20 million liability insurance coverage for the length of this Agreement. shall be listed as an additional named insured under said liability policy. A certificate of insurance shall be issued to Customer upon its request. All Company employees shall be covered by workman's compensation and unemployment insurance at Company's sole costs and expense.

Company shall, as a condition precedent to any rights under this agreement, furnish in favor of Customer a Contract Performance Bond or an irrevocable Letter of Credit in the amount of Twenty Percent (20%) of the contract value, with surety to be approved by the Customer, conditioned to ensure the faithful performance of all terms of this agreement by Contractor and which surety shall remain in full force and effect through the term of this agreement.

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

5. **VALUE ADDED SERVICES.** Service components well beyond the standard pool management services are provided as part of this Agreement.

<b>Value Added Services</b>	<b>Description</b>
<b>Advanced Lifeguard Training</b>	Proprietary training is given to our lifeguards and goes beyond the standard lifeguard training. Training focuses on critical risks and dangers that many pool operators are not even aware of. Topics include advanced scanning techniques, lifeguard distractions, bodies disappearing underwater and more.
<b>On-line Lifeguard Training</b>	Through The Pool Management Group, our advanced training is administered on-line with custom video and audio learning. This proprietary on-line system has testing throughout to ensure lifeguards view and are tested on all material.
<b>Summer Safety Campaign</b>	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.
<b>Body on the Bottom Testing</b>	Proprietary testing is completed at pools throughout the season to enhance lifeguards' ability to identify and save bodies underwater.
<b>National Safety Advisors</b>	Collectively, with The Pool Management Group family of companies, we contract with prominent safety advisors to ensure our water safety standards remains at high levels.
<b>National Back Up Team</b>	In the event of a need, Columbus Pool Management will utilize the management or technician back up personnel available through The Pool Management Group. From President to critical technicians, our team is backed up in the event of injury or other emergency.
<b>National Parts Sourcing</b>	When local parts distributors do not carry a part needed to keep your pool up and running, Columbus Pool Management will utilize the support team at The Pool Management Group for a nationwide search to find the right part and order it promptly.
<b>Up to Date Information</b>	Through The Pool Management Group, important governmental decisions and water safety developments are monitored so we can provide accurate timely information.
<b>Risk Management</b>	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. **FEE.** The Company hereby proposes to perform the work and services set forth in this document including all exhibits for the price of **\$ 191,000.00** 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.

**Columbus Pool Management, Inc.**

By: \_\_\_\_\_  
Officer

**City of Gahanna**

By: \_\_\_\_\_  
Title of Officer: \_\_\_\_\_

Approved as to Form \_\_\_\_\_  
Title of Officer: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A

### Dates and Hours of Operation and Staffing

#### 1. HUNTERS RIDGE SWIMMING POOL DATES OF OPERATION:

The pool will be open on the following days:

May 25, 2014 through September 1, 2014.

#### 2. HUNTERS RIDGE SWIMMING POOL HOURS OF OPERATION:

The Hunters Ridge Swimming Pool to be open during the following hours:

##### May 25 – May 29 (Spring/School in Session Hours)

Sunday (Opening Day)	12:00 pm – 6:00 pm
Monday (Memorial Day)	12:00 pm – 6:00 pm
Tuesday	3:00 pm – 8:00 pm
Wednesday	3:00 pm – 8:00 pm
Thursday	3:00 pm – 8:00 pm

##### May 30 – August 12 (Summer Hours)

Sunday	11:00 am – 7:00 pm
Monday	11:00 am – 7:00 pm
Tuesday	11:00 am – 7:00 pm
Wednesday	11:00 am – 7:00 pm
Thursday	11:00 am – 7:00 pm
Friday	11:00 am – 7:00 pm
Saturday	11:00 am – 7:00 pm

##### August 13 – September 1 (Fall/Back to School Hours)

Sunday	12:00 pm – 6:00 pm
Monday	3:30 pm – 8:00 pm
Tuesday	3:30 pm – 8:00 pm
Wednesday	3:30 pm – 8:00 pm
Thursday	3:30 pm – 8:00 pm
Friday	3:30 pm – 8:00 pm
Saturday	12:00 pm – 6:00 pm

\*Labor Day 12:00 pm – 6:00 pm

#### 3. HUNTERS RIDGE STAFFING NORMAL DAY:

- One (1) Manager or Assistant Manager will be on duty during all hours of operation specified in this Agreement. The Manager will not be assigned duties as a lifeguard unless unusual circumstances present themselves. The Assistant

Company Initials: \_\_\_\_\_; Customer Initials: \_\_\_\_\_

Manager, when functioning as the Manager, will not be assigned duties as a lifeguard unless unusual circumstances present themselves. The Assistant Manager will be assigned as a lifeguard only during the times of operation when the Manager is on duty.

- Three (3) Lifeguards will be provided from open to close daily as outlined in the in the hours of operation.

**4. HUNTERS RIDGE STAFFING SPECIAL EVENT DAY:**

- One (1) Manager or Assistant Manager will be on duty during all hours of operation specified in this Agreement. The Manager will not be assigned duties as a lifeguard unless unusual circumstances present themselves. The Assistant Manager, when functioning as the Manager, will not be assigned duties as a lifeguard unless unusual circumstances present themselves. The Assistant Manager will be assigned as a lifeguard only during the times of operation when the Manager is on duty.
- Three (3) Lifeguards will be provided during all hours of the scheduled special events (Swim Meets, YOLO Night, and Dive-In Movies).

**5. GAHANNA SWIMMING POOL DATES OF OPERATION:**

The pool will be open on the following days:

May 30, 2014 through August 12, 2014.

**6. GAHANNA SWIMMING POOL HOURS OF OPERATION:**

The Gahanna Swimming Pool to be open during the following hours:

**May 30 – August 12**

Sunday	12:00 pm – 6:00 pm
Monday	12:00 pm – 8:00 pm
Tuesday	12:00 pm – 8:00 pm
Wednesday	12:00 pm – 8:00 pm
Thursday	12:00 pm – 8:30 pm
Friday	12:00 pm – 8:00 pm
Saturday	12:00 pm – 8:00 pm

**7. GAHANNA SWIMMING POOL STAFFING NORMAL DAY SUNDAY:**

- One (1) Manager or Assistant Manager will be on duty during all hours of operation specified in this Agreement including during operation of any aquatic programming or special event. The Manager will not be assigned duties as a lifeguard unless unusual circumstances present themselves. The Assistant Manager, when functioning as the Manager, will not be assigned duties as a

Company Initials: \_\_\_\_\_; Customer Initials: \_\_\_\_\_

lifeguard unless unusual circumstances present themselves. The Assistant Manager will be assigned as a lifeguard only during the times of operation when the Manager is on duty.

- Nine (9) Lifeguards will be provided from 12:00 pm to 6:00 pm as outlined in the in the hours of operation.

**8. GAHANNA SWIMMING POOL STAFFING NORMAL DAY MONDAY, FRIDAY, & SATURDAY:**

- One (1) Manager or Assistant Manager will be on duty during all hours of operation specified in this Agreement including during operation of any aquatic programming or special event. The Manager will not be assigned duties as a lifeguard unless unusual circumstances present themselves. The Assistant Manager, when functioning as the Manager, will not be assigned duties as a lifeguard unless unusual circumstances present themselves. The Assistant Manager will be assigned as a lifeguard only during the times of operation when the Manager is on duty.
- Nine (9) Lifeguards will be provided from 12:00 pm to 8:00 pm as outlined in the in the hours of operation.

**9. GAHANNA SWIMMING POOL STAFFING CAMP DAYS TUESDAY & WEDNESDAY:**

- One (1) Manager or Assistant Manager will be on duty during all hours of operation specified in this Agreement including during operation of any aquatic programming or special event. The Manager will not be assigned duties as a lifeguard unless unusual circumstances present themselves. The Assistant Manager, when functioning as the Manager, will not be assigned duties as a lifeguard unless unusual circumstances present themselves. The Assistant Manager will be assigned as a lifeguard only during the times of operation when the Manager is on duty.
- Twelve (12) Lifeguards will be provided from 12:00 pm to 8:00 pm as outlined in the in the hours of operation.

**10. GAHANNA SWIMMING POOL STAFFING HOT DOG NIGHTS THURSDAY:**

- One (1) Manager or Assistant Manager will be on duty during all hours of operation specified in this Agreement including during operation of any aquatic programming or special event. The Manager will not be assigned duties as a lifeguard unless unusual circumstances present themselves. The Assistant Manager, when functioning as the Manager, will not be assigned duties as a lifeguard unless unusual circumstances present themselves. The Assistant Manager will be assigned as a lifeguard only during the times of operation when the Manager is on duty.

- Nine (9) Lifeguards will be provided from 12:00 pm to 4:00 pm as outlined in the in the hours of operation.
- Twelve (12) Lifeguards will be provided from 4:00 pm to 8:30 pm as outlined in the in the hours of operation.

**11. SPECIAL EVENTS/SWIM MEETS GAHANNA SWIMMING POOL & HUNTERS RIDGE:**

- On dates in which special events such as swim meets, dive in movies, and youth nights have been coordinated by the Customer, Company will provide adequate lifeguards to properly and safely operate swimming facilities.

**12. GAHANNA SWIMMING POOL POST AUGUST 12:**

- At the request of the Customer, the Company may, if staff is available, staff and maintain the Gahanna swimming pool from 12:00pm to 6:00pm or other hours designated the two weekends following August 12 and provide all necessary services to allow swimming with Lifeguards on duty after August 12. The Customer will notify Company on or before August 1 concerning post- August 12 openings. The cost for post- August 12 operation shall be billed to the Customer at the prevailing rate, which may change from year to year. The current cost is \$50.00 for each day (including days the pool is closed) from August 13 through the final day the pool is open for swimming, plus \$15.00 per Lifeguard hour for time worked and \$20.00 per Manager hour worked. Amount shall be payable to the Company net 30 days. This cost is to be extra to the contract in addition to the fees as provided hereinafter.

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 related to the 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 four (4) at the Gahanna Swimming Pool and as few as two (2) at the Hunter's Ridge Pool.

**ADULT SWIM.** Once every hour the pools will be available for adults (patrons age 18 and older) only and infants in the arms of an adult for a period of ten minutes. A minimum of two lifeguards will supervise the pools during adult swims. However, such reduced Lifeguard supervision shall continue to comply with the legal and administrative requirements, rules and regulations

**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.

Company Initials: \_\_\_\_\_; Customer Initials: \_\_\_\_\_

**SUPERVISION.** Company management personnel will inspect the pool at least three times 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.

**RAIN DAYS.** On rainy days, if the weather is still unsuitable for swimming at 6:00 p.m., the pool will be closed for the day. Company shall have the right to close the pool early in the event of severe weather with no refund due Customer. If the pools are closed more than twelve (12) days, due to inclement weather, Company will reimburse Customer \$9.00 per lifeguard hour for all hours not worked on days beyond the twelfth day when the pools are closed due to inclement weather.

**POOL FURNITURE.** The Company will move chairs and furniture at each site on a weekly basis to comply with preset mowing days (moving furniture to the pool deck the night prior to mowing and after mowing, placing furniture back on the lawn prior to facility opening times).

**BOILERS.** The Company will ensure proper boiler operation, including maintaining proper water flow prior to during and after operations to the extent that Customers equipment will provide proper flow and work with the Customer to maintain pre-set pool temperatures for each body of water. The Cost of service and repairs to the boiler will be paid for by Customer.

**ADDITIONAL LIFEGUARDS.** The Company will provide lifeguards for patron sponsored, after hour's parties, and extra hours of operation at the request of the Customer and subject to the following:

Additional staffing provided by the Company, other than those specified in this contract, shall be billed to the Customer at the rate of \$12.50/Lifeguard hour and \$15.00/Manager hour.

Company shall provide no lifeguard beyond the hour of 12:00 midnight.

For parties or special 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 parties or special events, for which the Company is to provide additional lifeguards, the Customer is responsible for giving the Company seven (7) days' prior written notice as to:

- (a) The time and date of the party.

Company Initials: \_\_\_\_\_; Customer Initials: \_\_\_\_\_

- (b) The number of people who are scheduled to attend.
- (c) The general age group of the people scheduled to attend.
- (d) Whether alcoholic beverages will be permitted at the party.
- (e) Any special admission instructions.

The following scale shall be used to determine the number of lifeguards required at an after-hours event held at the Hunter's Ridge Swimming Pool:

<u>Number of People Scheduled To Attend</u>	<u>Number of Lifeguards Required</u>
1 to 25	3
26 to 60	3
61 to 100	3
101 or more	3 or more

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

<u>Number of People Scheduled To Attend</u>	<u>Number of Lifeguards Required</u>
1 to 25	4
26 to 60	4
61 to 100	5
101 or more	6 or more

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

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 five (5) days after billing by Company.

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 and responsible for conveying information to its employees concerning the day-to-day operation of the pool. Personnel not performing up to the standards of the Customer will be replaced by the Company within **24 hours**.

(d) The employment of the Pool Manager and Assistant Pool Manager for the Customer's facility by company will be subject to the approval and consent of the Parks & Recreation Staff, which approval and consent will not be unreasonably withheld.

(e) All lifeguards employed by the Company shall have American Red Cross Basic Lifeguarding Certificates or Lifeguard Training Certificates, or the equivalent, as well as Professional Rescuer CPR.

(f) Lifeguards shall have the authority to discipline swimmers and any and all other persons within the pool facility within their best judgment and sole discretion consistent with the published and posted rules of the Customer and minimum safety standards as established herein. Customer agrees to support Company's lifeguards in enforcing the rules with Customer's patrons.

(g) Company is responsible for exercising control over the activities performed by the lifeguards. Lifeguards will be supervised by Company management personnel. Company

Company Initials: \_\_\_\_\_; Customer Initials: \_\_\_\_\_

management personnel will visit the pool at least twice each week to check performance of lifeguards.

(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 hourly, alternating between checking on deck and in the pump room each hour, to exceed state and county health department requirements.
- (3) Maintaining chemical balance of pool water.
- (4) Vacuuming pool.
- (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 and maintaining bathhouse daily.
- (9) Cleaning swimming pool area.
- (10) Emptying trash.
- (11) Straightening deck furniture.
- (12) Replenishing janitorial supplies in bathhouse.
- (13) Enforcing rules of the Customer for safety and convenience of Customer's members.
- (14) Assisting Customer in collecting guest fees and monitoring membership.
- (15) Responsible for daily clean up and organization of the pool, parking, walk-way, and playground and yard areas.
- (16) Police deck area and yard areas within/around pool enclosures.

Company Initials: \_\_\_\_\_; Customer Initials: \_\_\_\_\_

**Exhibit C**  
**Insurance and Liability**

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

- 1.) **Professional Liability Insurance and General Liability Insurance** in the amount of **\$20,000,000.00**.
- 2.) **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 the 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. 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:

1. Premises liability insurance.
2. 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: \_\_\_\_\_

3. **CONTRACT PERFORMANCE BOND:** Company shall, as a condition precedent to any rights under this agreement, furnish in favor of Customer a Contract Performance Bond or an irrevocable Letter of Credit in the amount of Twenty Percent (20%) of the contract value, with surety to be approved by the Customer, conditioned to ensure the faithful performance of all terms of this agreement by Company and which surety shall remain in full force and effect throughout the term of this agreement.

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:

- (1) Water.
- (2) Electricity.
- (3) 110 volt electrical outlet in pump room.
- (4) Garbage pick-up service.
- (5) Lifeguard stand(s) and umbrella(s) for lifeguard stand(s).
- (6) Telephone.
- (7) 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.** At the beginning of the Season, Company and Customer will open Customer's pool by performing the following procedures:

1. Customer agrees to make pool "ready to swim" by completing the following services, where applicable:

- (a) Drain and clean pool, as needed.
- (b) Re-install all floor inlet covers.
- (c) Inspect all hydrostatic relief valves prior to filling pools.
- (d) Re-install all drain plugs in pumps, strainers, and heater.
- (e) Inspect and re-install chemical feed system.
- (f) Re-Run chemical lines from chemical supply tanks to feeders.
- (g) Coordinate filling of the pools.
- (h) Inspect all filtration equipment.
- (i) Inspect flow meters, pressure gauges, and valves.
- (j) Inspect underwater lights.
- (k) Starts up filter systems.
- (l) Start up Waterslide.

Company Initials: \_\_\_\_\_; Customer Initials: \_\_\_\_\_

- (m) Provide the waxing of the slides prior to the scheduled opening date.
- (n) Install lifeguard chairs and chair lift.
- (o) Vacuum pool.
- (p) Clean pool enclosure area.
- (q) De-winterize bathrooms.

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

- (a) Initially balance pool water using company supplied chemicals and add all necessary chemicals to establish proper levels for:
  - 1. free chlorine
  - 2. total alkalinity
  - 3. pH
  - 4. calcium hardness
  - 5. cyanuric acid
- (b) Thoroughly clean bathrooms
- (c) Inspect and re-supply water testing supplies at company's expense

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

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 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 Ohio Department of Health.

The Company shall:

- (1.) Clean and chemically balance pool to health department standards.
- (2.) For the convenience of Customer, complete the Operating Permit Application and return it to the Health Department with the Permit Fee.

Company Initials: \_\_\_\_\_; Customer Initials: \_\_\_\_\_

(3.) 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:

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

4. **POOL OPERATION.** Company has responsibility for providing lifeguards, water chemistry maintenance and cleaning of Customer's swimming pool, as specified by Customer, and agrees to furnish certified lifeguards and other personnel as contracted herein to operate the pool on the following schedule:

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

6. **CLOSING.** The Gahanna Swimming Pool will be closed weekdays as of August 13 and open, if possible, for the following two weekends (closing at end of business on Sunday, August 24) and Hunters Ridge Pool will be considered closed to swimmers the day after Labor Day. Company will close the pool as soon after that date as Company deems possible.

The Company will complete the following services, where applicable:

- (a) Detail clean all areas except pool offices (restrooms, pool decks, shelters, grounds, concessions, etc.).
- (b) Clean, wash and properly store all trash cans, chairs and deck furniture (at HRP place under shelter; at GSP neatly stack in middle storage building).
- (c) Remove all lane lines and buoys and clean and store in storage areas.
- (d) Clean all pump rooms and chemical storage rooms.
- (e) Detail clean grills.
- (f) Inventory, secure and store all concession equipment and supplies.
- (g) Inventory secure and store all operating equipment and supplies (such as nets, lifeguard equipment, etc).

The Customer will perform the following tasks:

Company Initials: \_\_\_\_\_; Customer Initials: \_\_\_\_\_

- (a) Drain pool water to correct winterizing level
- (b) Prepare fresh water line in filter room, entry building, and concession area and bathhouse lines for freeze protection.
- (c) Removal and storage of lifeguard chair seats.
- (d) Clean office.
- (e) Backwash and clean pool filter.
- (f) Winterize filter system. Customer assumes responsibility for any freeze damage.
- (g) Winterize and lubricate filter pump, as required. Customer assumes responsibility for any freeze damage.
- (h) Winterize chemical feed system. Remove automatic chemical controller & feed pumps.
- (i) Change feed tubes in all chemical pumps and lubricate, as required.
- (j) Store chlorine and acid feed pumps in environmentally controlled facility.
- (k) Winterize flow meters.
- (l) Winterize pool heater.
- (m) Winterize water slide pumps and strainers.
- (n) Remove all drain plugs in competition pool floor boxes. winterize floor inlets.
- (o) Winterize slide pool and slide piping.
- (p) Inventory, secure and store all office equipment and supplies.

Company Initials: \_\_\_\_\_; Customer Initials: \_\_\_\_\_

## Exhibit E

### Pool Maintenance and Repairs

1. **POOL CHEMICALS.** Company shall provide any and all chemicals needed to maintain Customers pool in a safe, clean condition throughout the season. This includes any and all chemicals necessary to initially start and balance the water chemistry at the beginning of the season. Company agrees to supply, at its expense:

- (a) Chlorine
- (b) pH control chemicals
- (c) Sodium bicarbonate
- (d) Calcium chloride
- (e) DE filter powder
- (f) Water Chemistry testing reagents

for pool water that is safe, clean and helps prevent deterioration of Customer's pool surface.

The pump room shall be locked and secured at all times unless maintenance to equipment is needed as specifically outline in the Ohio Revised Code (ORC 3701-31-06, Par D).

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

Free Chlorine	2.0 to 4.0 PPM
pH	7.2 to 7.8
Total Alkalinity	90 to 120 PPM
Calcium Hardness	250 to 300 PPM
Chlorine Stabilizer	less than 30 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.

Company Initials: \_\_\_\_\_; Customer Initials: \_\_\_\_\_

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

**3. REPAIR WORK.**

- (a) The Company shall stand ready to perform any repair work needed during the term of this Agreement; however, Customer shall have the option of using another contractor for repair work.
- (b) All repairs above and beyond normal daily maintenance shall be addressed on an individual repair basis, separate from this contract. Customer shall be responsible for cost of repair and replacement of any damaged equipment, and for the repair of any unsafe conditions that may exist or occur at Customer's pool.
- (c) All repairs shall be billed at a rate not to exceed \$60.00 per man-hour. Work will be billed as follows:
  - 1. Any repairs required as a 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.
  - 2. 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.
  - 3. For repair work or necessary equipment wherein the cost does not exceed \$125.00, the Company shall bill Customer.
  - 4. Any work or equipment in excess of \$125.00 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.
  - 5. Company will arrange for repairs of plumbing or electrical equipment at the Customer's request. The cost of such repairs plus five (5%) shall be billed to Customer by Company.

**4. SUPPLIES.** Company agrees to supply, at its expense:

Company Initials: \_\_\_\_\_; Customer Initials: \_\_\_\_\_

(a) Chlorine, pH control chemicals, sodium bicarbonate to balance Total Alkalinity and calcium chloride to balance Calcium Hardness as well as water chemistry reagents and test kit and DE filter powder for safe and clean pool water throughout the pool opening period of this agreement.

The Customer will install chemical feeders for the injection of enzymes at each site. The Company shall arrange for the delivery to the each site and treatment of each pool. Customer agrees to pay for cost of enzymes.

The automatic chemical controllers currently present at each site will be used for the operating season. If the controllers fail, it will be the Customer's responsibility and at the Customer's expense to replace controllers with appropriate equipment.

(b) The following pool and janitorial supplies:

- First Aid Kit
- First Aid supplies
- Soap
- Disinfectant
- Paper towels
- Deodorizer
- Toilet tissue
- Correct size trash can liners for the pool area and bathrooms
- Glass cleaner
- Mops
- Brooms
- Dust pans
- Brushes
- Buckets
- Sponges
- First Aid Kit
- First Aid Supplies and Refills
- Incandescent Light Bulbs for Bathrooms, pump room and lifeguard room

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

Robotic Vacuums	Blood Borne Pathogens Kit
Leaf eater	Safety goggles
Rescue tubes	Chemical resistant gloves
Ring buoys	Pool brushes
Life hooks	Leaf skimmers
Pool rules signs	Algaecides
Trash receptacles	Algae brushes

Company Initials: \_\_\_\_\_; Customer Initials: \_\_\_\_\_



**Exhibit F**  
**Off Season Service**

1. **OFF-SEASON SERVICE.** Off-Season Service is not part of this agreement. This service is available upon request of the Customer.

Company Initials: \_\_\_\_\_; Customer Initials: \_\_\_\_\_

**Exhibit G**  
**Swimming Lessons/Aquatic Programming**

1. **INSTRUCTIONS.** Swimming instruction will be provided by a separate provider and not by Company. All Company insurance as described in Exhibit C is not applicable to separate provider providing swimming instructors.

Company will provide staffing of lifeguards and/or managers needed to be on duty during swimming lessons, swim team, YOLO nights, dive-in movies, "school day" events and other Customer sponsored aquatic programming special events. This cost is included in this agreement.

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:

(1) 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.

(2) 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.

(3) 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.

(4) 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.** Not applicable.

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

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.

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

Company Initials: \_\_\_\_\_; Customer Initials: \_\_\_\_\_

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 legal action to enforce the rights of either Company or Customer under the terms of this Agreement, the parties agree that the prevailing party in said legal proceeding shall be entitled to receive as additional damages, any and all litigation expenses, including reasonable 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.

Company Initials: \_\_\_\_\_; Customer Initials: \_\_\_\_\_

**Exhibit J**  
**Payment Schedule**

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

(a)	Twenty-five percent (25%) on or before April 18 of each year.	\$ 47,750.00
(b)	Twenty-five percent (25%) on or before June 1 of each year.	\$ 47,750.00
(c)	Twenty-five percent (25%) on or before July 1 of each year.	\$ 47,750.00
(d)	Twenty percent (20%) on or before August 1 of each year.	\$ 38,200.00
(e)	Five percent (5%) on or before September 30 of each year.	\$ 9,550.00
	<b><u>TOTAL:</u></b>	<b><u>\$ 191,000.00</u></b>

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 1/2% 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 1/2% 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.

Customer has the option to extend this contract to include the 2015 and 2016 swimming seasons.

These prices are based on current Minimum Wage and are subject to change if Minimum Wage increases.

Company Initials: \_\_\_\_\_; Customer Initials: \_\_\_\_\_

**2015 Swimming Season:**

Based on the same hours from 2014 the price is \$192,500.00 an additional \$2,500.00 will be added should Customer decide they would like to be open the additional 6 days in the 2015 season.

2015 (100 Day) Contract price if executed agreement is received before September 30, 2014:

\$192,500.00

2015 (106 Day) Contract price if executed agreement is received before September 30, 2014:

\$195,000.00

**2016 Swimming Season:**

Pool will be open May 28, 2016 through September 5, 2016 according to the same time schedule as outlined above. All hours and lifeguard schedules will remain the same.

2016 Contract price if executed agreement is received before September 15, 2014:

\$195,400.00

Company Initials: \_\_\_\_\_; Customer Initials: \_\_\_\_\_