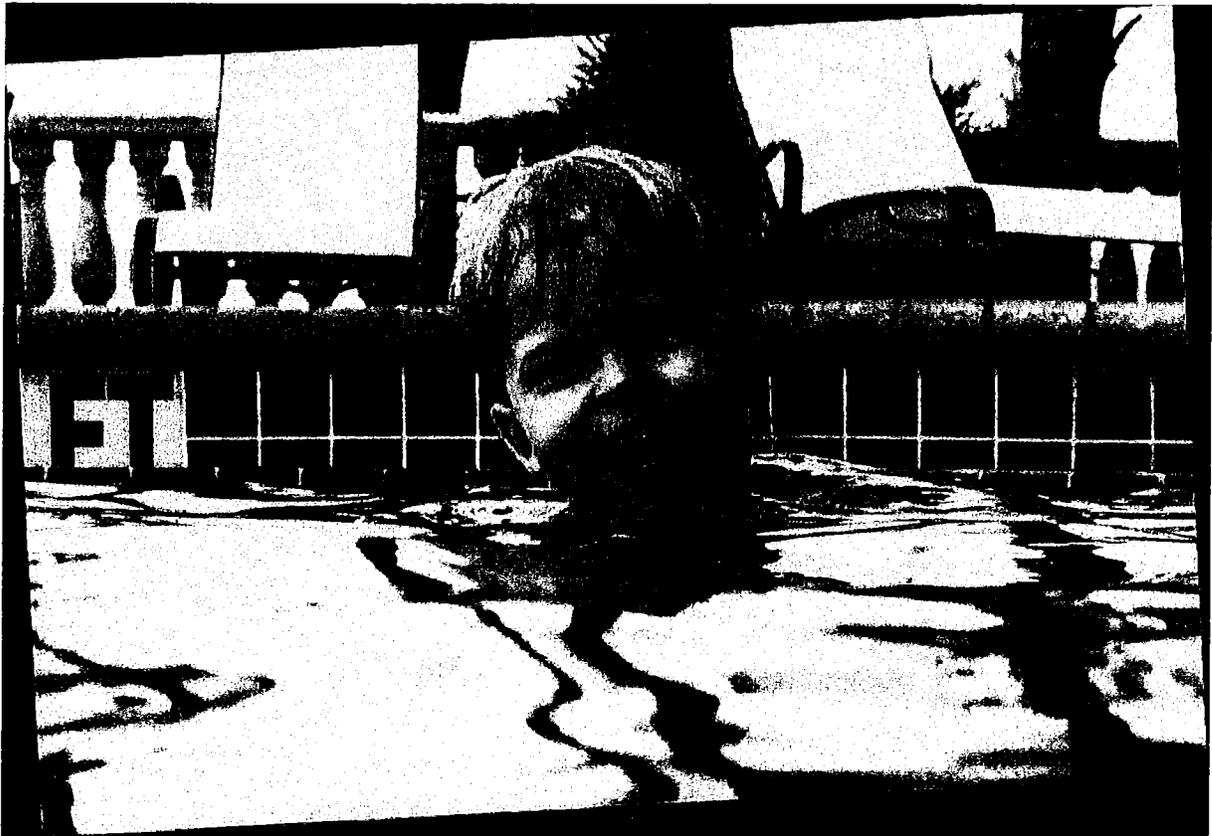


Swimming Pool Management Proposal

for

City of Gahanna



We make you a pool



We lower your risk



We get the water you need

Organizational Profile and Qualifications

Columbus Pool Management

Columbus Pool Management is a local partner of The Pool Management Group and has been managing commercial, lifeguarded swimming pools in Columbus since 1998.

We offer expert outsourcing to the City of Gahanna, including proven pool operations, internationally renowned safety experts, outstanding lifeguard training and proven concession stand operation.

- Our business is providing services to entities requiring lifeguard staffing, safety compliance and operations outsourcing. This laser focus provides expertise that is unsurpassed.
- We provide Lifeguards with state of the art training before the pool opens, and on-going training throughout the summer season.
- We are responsive: located in Lewis Center, and available 24 hours per day, 7 days per week during the summer season.
- We maintain Professional Liability and General Liability insurance coverage, in the amount of \$20,000,000, and will name the City of Gahanna as additional insured.
- Our operational processes have been refined and tested over 25 years in 16 cities.
- We maintain professional working relationships with the following entities and aquatics organizations: American Red Cross (ARC), Center for Disease Control (CDC), Association of Pool and Spa Professionals (APSP), National Swimming Pool Foundation (NSPF), The Consumer Product Safety Commission (CPSC), The Ohio Department of Health, Delaware County Department of Health, The Aquatic Safety Group, Aquatic Safety Consulting, Inc., Patterson Pools, NIKE Swim, Pool Corp, South Central Pool Supply (SCP), Superior Pool Supply and many others.

Columbus Pool Management, in partnership with the City of Gahanna will help secure:

- One of the safest aquatic facilities in the country
- Efficiency of operation by freeing city employees for other duties
- Recreational enjoyment for the entire community
- A high level of expertise in safety and operations
- An affordable fixed cost

Learn more at www.columbus-pmg.com

The Pool Management Group

As a local partner of The Pool Management Group, Columbus Pool Management uses operational processes that have been fine tuned through the operation of hundreds of commercial pools and aquatic centers in 16 cities. The expertise and resources of The Pool Management Group are yours, when you contract with Columbus Pool Management. This includes:

- One of the top aquatic safety experts in the world, Dr. Tom Griffiths, is an advisor to us, and help design our lifeguard training modules, which include, and then go far beyond, the basic certifications. Our lifeguards are exceptionally trained, and we run In-Service Training all summer to assure that they are 1.) Preventing incidents and 2.) Ready to respond in the event of an unpreventable incident.
- Dr. Tom Griffiths is also teaming with us to educate swimming pool patrons to help keep their children safe. Your patrons will have the opportunity to receive Water Safety Updates from these internationally renowned experts.
- The financial strength to operate your facility and fund paychecks for lifeguards, regardless of payment schedules or possible delays of payments.
- Insurance experts tell us that Professional Liability Insurance insures against claims made by pool users, alleging negligence in the rendering of, or the failure to render, the services that a lifeguard is expected to perform as part of their professional duties, and that General Liability Insurance does not cover professional liability exposures that are present at a pool. These experts also state that it would be inaccurate for anyone to say their General Liability policy covers all of the exposures at your swimming pool. By providing both Professional Liability *and* General Liability coverage, we offer comprehensive protection and risk management.
- A network of experienced swimming pool experts who can quickly solve not only the simple pool operation problems, but also solve the unique problems that can stump many people. We operate over 700 commercial pools and manage over 50 million gallons of swimming pool water each year. Our knowledge and experience is available to keep your facility operational and your water crystal clear.
- A nationwide network of swimming pool parts suppliers that enable us to find the hardest-to-find parts quickly. The summer swim season is short. We are dedicated to keeping your pool open every day, and not allowing the unavailability of a part locally to slow down a required repair.
- The Pool Management Group's support team is ready to respond to any needs at the local partner level. From medical emergencies or accidents that put the

General Manager out of commission, to exceptional demands on resources, your facility will get the attention it needs, and operations will continue, no matter what the situation.

Learn more at www.poolmanagementgroup.com

Customer Satisfaction

Our focus is on a clean, friendly, safe environment. Our staff is trained to respond to patrons' concerns and requests in a polite and friendly manner. We know that the The City of Gahanna aquatic facility is first and foremost for the enjoyment of the citizens using the pools. We provide highly skilled and knowledgeable lifeguard and management staff. Your patrons will be treated with courtesy and care.

Risk Management

Everything we do is designed to take the risk out of pool ownership and operation. Pools can be wonderful facilities, but they come with significant risk. Most of our capabilities are focused on reducing that risk.

1. Lifeguard training. We work with some of the world's leading pool safety experts to develop advanced training for our lifeguards to prevent accidents. This is state of the art training and awareness.
2. Our processes for pool operations, which have been developed over 25 years. Our processes have been tested and refined running hundreds of pools and millions of gallons of water in 16 cities, and are aimed at keeping your pool open, healthy and enjoyable every day of the swim season.
3. Liability insurance. While most of our focus is on prevention, you need to be mindful of what would happen if a catastrophic event occurred, and a catastrophic event can occur at even the best-run pool. We provide \$20,000,000 of both Professional Liability and General Liability coverage, and we believe that a lesser coverage is inadequate. We excel at preventing accidents, and we believe it is reason enough to choose us. But, if an unpreventable accident did occur, we provide the assurance of adequate coverage.

We offer the most comprehensive, worry-free solution available.

Safety and Lifeguards

With our large employee base, we are able to keep your pool fully staffed at all times. Columbus Pool Management employees working at the City of Gahanna aquatic facility will be thoroughly trained before starting work and will participate in regular In-Service training throughout the summer, to assure their ability to perform their jobs in an outstanding professional manner throughout the summer.

Our lifeguard protocols were developed in consultation with Dr. Tom Griffiths, one of the top aquatic safety experts in the world. He helped design our state-of-the-art lifeguard training modules, which include, and then go far beyond, the normal lifeguard certification training. Our lifeguards are exceptionally trained and provide a safer environment for your patrons.

Lifeguards working at the City of Gahanna's aquatic facility will receive on-site training at the City of Gahanna aquatic facility that outlines specific Emergency Action Plans for the facility. In-Service Training will be held at the pools to practice these procedures throughout the summer.

Because of today's concerns with blood borne diseases, we provide Blood borne Pathogens training for the Lifeguards, which meets OSHA requirements for a facility such as the City of Gahanna's aquatic facility. We will provide a Fecal Contamination log to keep at each pool that will meet Health Department Policy.

Lifeguards will receive the following training, *in addition* to Red Cross Lifeguarding Certification:

- Silhouette Awareness Training
- Body on the Bottom Training
- Zone Designation Training
- Pre-Season Safety Skill Checks
- In-Service Training
- General Staff Meeting training
- Customer Service Training
- On-Site Training
- Chemical Safety & Handling Training Program
- CPR Updates
- Bloodborne Pathogen Training

Lifeguards are trained using the following proprietary Training Materials & Manuals:

- Lifeguard Manual
- Lifeguard Workbook
- Pool Manager Manual
- Body on the Bottom Training System
- Body on the Bottom Training Video

- Zone Designation Training Manual
- Swim Lesson Manual
- General Staff Meeting Handbook
- Lifeguarding Video
- Diving Board Rules Video
- 5 Minute Scanning Strategy Video
- Disappearing Dummies Video

Facility Operations

Our experience combined with rigorous standards and training, ensures that your pool will be clean, safe and well maintained. We are confident that we can continue to bring exceptional operational value to the City of Gahanna.

Our expertise includes:

- Water chemistry
- Automated controllers for swimming pools
- Filtration systems
- Recreational Water Illnesses
- Clean and healthy facilities
- Swimming pool repairs
- Trouble shooting and solutions

Communications

Excellent communication is important to us, and to facilitate communication we will:

- Participate in an opening walk-through of the facility with a City of Gahanna designated representative to identify any issues needing to be addressed prior to refilling the pool.
- During the summer, we will be available to participate in a weekly meeting and facility inspection with a City of Gahanna Representative and the Pool Manager to listen to any concerns and communicate any facility needs to the City's representative.
- We will review any items, requests or repairs needed for the facility and provide the City of Gahanna with a written report, detailing any facility needs.

- We will participate in a closing walk-through of the facility with a City of Gahanna designated representative after the pools have been winterized.

Repair and Installation Capabilities

Columbus Pool Management has handled the minor repairs and installations at its facilities since it opened. We will continue this practice for the upcoming season.

Examples of repairs and installations that we have handled in-house since 1998 include, but are limited to:

- Pool Pump Motor repairs and installations
- Pool Filter repairs, installations and maintenance
- Chemical Feeder repairs and installations – Mechanical and Erosion
- Automated Controller repairs and installation
- Pool plumbing repair and installation
- Pool pump repairs and replacements
- Main Drain repair and installation
- Pool Furniture repair and replacement
- Pool Painting
- Pool lights repair and replacement
- Ladders and hand rail repair and replacement
- Pool tile repair and installation – waterline and race lanes
- Deck Tile repair and installation
- Plaster patching and repair
- Pool return fittings repair and replacement

Should an issue arise that is beyond our extensive expertise, we have several resources to utilize to insure that the repair or installation is handled professionally and is expedited. These resources include:

- The Pool Management Group
 - Certified Pool Builder on staff
 - Certified Pool Operator Instructor on staff
 - Over 75 years of combined pool repair experience on staff
 - National resources for parts and experts in the aquatics industry enhances the ability to acquire hard to find parts and equipment and expedite the repair process
- Our other Pool Management Group Partner Companies in Ohio
 - Cincinnati Pool Management
 - Dayton Pool Management
- Patterson Pools
 - The Patterson Companies, founded in 1946 by James A. Patterson, have been involved in the design, construction and renovation of commercial swimming pools in Ohio for sixty-two years, and are partnering with

Columbus Pool Management to provide outstanding capabilities to The City of Gahanna.

People

Dan Phillips

President and General Manager

Columbus Pool Management

Dan has spent his entire life around swimming pools. He has been a Lifeguard, Director of Aquatics at Wedgewood Golf & Country Club in Powell, Ohio, as well as at Susquehanna University in Pennsylvania, an All-American collegiate swimmer and a university swimming coach. He returned to Ohio to become General Manager of Columbus Pool Management in March of 2009.

As a swimmer, Dan grew from the age group swimming ranks to become a member of multiple U.S. National Swimming Teams. Following his swimming career he continued his involvement in aquatics as a swim coach. For 5 years he was the assistant swim coach for The Ohio State University women's swim team. He enjoys this new opportunity to continue working with young adults in developing career building skills. He and his wife Heather, an OSU graduate, have one daughter, Caroline.

- General Manager of Columbus Pool Management 2009
- National Swimming Foundation Certified Pool Operator
- Head Swim Coach Susquehanna University 2008-2009
- Director of Aquatics Susquehanna University 2008-2009
- Assistant Swim Coach The Ohio State University 2003-2008
- Assistant Swim Coach the University of South Carolina 2001-2003
- Head Coach Omaha Suburban Aquatic Club 2000-2001
- Graduate the University of South Carolina 1996, BA Interdisciplinary Studies

Jim Fraser

Owner & Co-President

The Pool Management Group

Jim is a founding partner of The Pool Management Group, and the 16 local partner companies of The Pool Management Group. He co-founded the SwimAtlanta swim team in 1977 and SwimAtlanta Pool Management in 1983.

- Honors graduate of Auburn University, 1975
- CEO and Co-President – The Pool Management Group
- Past Chair of the Metropolitan Atlanta American Red Cross Safety Services Committee
- Guest Speaker at the National Pool and Spa Institute National Convention
- Guest Speaker at the American Swimming Coaches Association World Clinic

Jeff Gaeckle

Owner & Co-President

The Pool Management Group

Jeff partnered with Jim Fraser and Chris Davis in 1994 to form Carolina Pool Management. He is a founding partner of The Pool Management Group, and the 16 local partner companies of The Pool Management Group.

- Graduate Michigan State University 1980, BA Employee & Industrial Relations
- Head Coach of Mecklenburg Aquatic Club 1981 – 1993
- Member of US Swimming Board of Directors
- Co-founder of Carolina Pool Management in January of 1994
- Co-President – Pool Management Group
- National Swimming Foundation Certified Pool Operator

Services Summary for Hunters Ridge Pool & Gahanna Swimming Pool

We're able to offer you local, customer-focused swimming pool services, with the industry leadership, resources, and rewards of a national company.

HUNTERS RIDGE SWIMMING POOL DATES OF OPERATION:

The pool will be open on the following days:

May 25, 2014 through September 1, 2014.

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

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 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.

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).

GAHANNA SWIMMING POOL DATES OF OPERATION:

The pool will be open on the following days:

May 30, 2014 through August 12, 2014.

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 |

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 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.

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.

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.

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.

Pool Manager and Assistant Pool Manager

- The employment of the Pool Manager and Assistant Pool Manager will be subject to the approval and consent of the City of Gahanna

Guarantees

- "Lifeguard Satisfaction" guarantee: In the event you are not satisfied with a lifeguard, we will replace him/her within 24 hours.

Swim Lessons & Swim Team

- Lifeguards during Swim Lessons, Swim Team, YOLO Nights, Dive-In Movies, "School Day" events are included in the cost.

Additional Lifeguard Needs

- Lifeguards are available to be staffed during extra patron sponsored after-hours events at an additional cost of \$12.50/hour for lifeguards and \$15.00/hour for pool managers.

Supervision

- Company management personnel will inspect the pool at least three times each week during the full-time operation of the pool.

Pool Opening

- Initially balance of 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
- Thoroughly clean bathrooms
- Inspect and re-supply water testing supplies at company's expense

Pool Closing

- Included:
 1. Detail clean all areas except pool offices (restrooms, pool decks, shelters, grounds, concessions, etc.).
 2. 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).
 3. Remove all lane lines and buoys and clean and store in storage areas.
 4. Clean all pump rooms and chemical storage rooms.
 5. Detail clean grills.
 6. Inventory, secure and store all concession equipment and supplies.
 7. Inventory secure and store all operating equipment and supplies

Pool Chemicals

- The cost of all chemicals to maintain your pool water is included in the contract price. This includes any and all chemicals necessary to initially start and balance the water chemistry at the beginning of the season.
- Included: chlorine, pH, calcium hardness, alkalinity control chemicals, D.E. filter powder, and water chemistry testing reagents.

Cleaning

- We deliver outstanding levels of cleanliness for your pool, restrooms, pool deck and pool furniture.
- Included: All janitorial supplies and paper products.

Performance Bond

- A Contract Performance Bond in the amount of Twenty Percent (20%) of the contract value, with surety to be approved by the Customer.

Insurance Package

- Included: Columbus Pool Management maintains \$20 million in liability insurance. The package includes both Professional and General Liability with punitive damage coverage. Please see the enclosed "Liability Insurance Explained" for more details about swimming pool liability insurance.

Safety and Prevention

- Our lifeguard training and techniques address drowning risks of which many pool operators are not aware.
- Internationally renowned Safety Advisors.
- Included: Advanced lifeguarding safety techniques, in-season training and testing, integration of the latest key information on water safety.

Pool Patron Safety Campaign

- Included: Flyers, posters, and on-line videos aimed at making your pool safer (In 2013 patrons were introduced to the latest critical concepts: invisible bodies' underwater, surprising facts about how children really drown, and how patrons might save a life and guarantee their child's safety).

Price Options

- **\$191,000.00**

Columbus Pool Management & Our Parent Company

We're a proud partner of The Pool Management Group - the parent company of 16 swimming pool management companies located primarily in the mid-western, southeastern and southwestern United States.

Over the past 25 years, our parent company has established and replicated sound business practices for swimming pool management and operations. Columbus Pool Management has executed upon those strengths, providing high quality, customer-focused swimming pool services to the Columbus area for 15 Years. The Pool Management Group helps us succeed by providing broad and deep layers of support to our team:

- optimized operational processes
- backup personnel
- pool risk management strategies
- back-end business services
- liability insurance policies
- national buying power
- financial strength
- pool expertise and industry knowledge
- research and development in pool risk management, operations, and lifeguard training

We combine our local market presence and expertise, with the sophisticated operational and risk management strategies enabled by The Pool Management Group, to deliver unparalleled levels of safety, efficiency, and patron satisfaction.



Pool owners and governing boards are open to substantial risks & liabilities. We provide unparalleled levels of patron safety and customer risk management.



Safety Advisory Board

Each year research findings shed new light on pool safety and The Pool Management Group's Safety Advisory Board acts to incorporate new processes that can help save a life throughout our processes and training. Our safety advisory board consists of key personnel from throughout The Pool Management Group Family and internationally known safety expert, Dr. Tom Griffiths. Dr. Tom Griffiths also acts as a consultant and advisor to us throughout the year.

Advanced Lifeguard Training Beyond the Standard

The fact is that our training and techniques address drowning risks of which many pool operators are not even aware. After completing our 3+ hours of Advanced Lifeguard Training series (this is training in addition to certifications), our lifeguards report feeling more confident, better trained, aware of situations they had never considered, and grateful for the knowledge. Proprietary new training developed in-house for the 2013 season addressed 1) the psychological aspects and techniques for staying focused as a lifeguard and 2) new scanning techniques to better identify swimmers in trouble. Other proprietary training topics include surface refraction / glare techniques, 'invisible bodies' training, Shallow Water Blackout Training and Body on the Bottom® Testing.

Proprietary On-line Training Platform

Our lifeguards now access our advanced lifeguard training through our on-line training platform. Material is presented in various forms: video demonstrations, graphs/illustrations, pictures, and voice over with text. This allows us to ensure that every lifeguard is receiving the same high quality training (even those hired late in the season) and, as important, we're ensuring that lifeguards are absorbing the material presented, thanks to periodic testing throughout the training.

Annual Pool Patron Safety Campaigns

We believe pool safety is greatest when everyone understands the risks associated with swimming pools and how to deal with those risks. Our 2013 safety campaign explained that it's impossible for a lifeguard to watch every person in the pool at all times and the only way to guarantee a child's safety is to be in the water with the child. We believe these safety campaigns are important contributors to creating a safe environment.



Comprehensive Liability Insurance

Facilities that want the lowest financial risk choose us. Inadequate coverage can result in significant financial exposure to owners in the event of a swimming pool injury or death.

While our focus is on prevention, aquatic experts agree that accidents happen even at the best run pools. That's why our comprehensive insurance package includes General Liability, Professional Liability & Punitive coverage with \$20 million dollar limits. This large limit is a requirement, not an extravagance, as pool accident judgments have been awarded for multi-millions.

Financial Security

Small businesses are susceptible to cash flow instability and constraints, particularly in our seasonal businesses and in an economy where lending has become severely restricted. Through The Pool Management Group we receive financial support and security. Rest assured, we have the backing to keep your pool running well and open all season.

Emergency back-up: Management personnel & technician teams

Illnesses, accidents, and emergencies happen. For many organizations like ours the loss of key management personnel could result in severe disruption to pool operations. However, as our customer, you're protected. Our parent company provides us both management personnel and technician back up teams, ready for deployment as needed to keep your pool fully operational.



Responsive and Easy

We know you want a quick response when you have a question or a pool issue. Being available 24 hours a day / 7 days a week means no wondering when you'll hear from us.

Repairs and Renovations

We have skilled repair technicians ready to dispatch at a moment's notice and renovation know-how for larger projects. We can take care of all of your pool needs.

National diagnostic team and parts sourcing

We know that not having access to the right mechanical part is the number one reason pools are closed during the season. When needed, our national support team at The Pool Management Group steps in with help diagnosing issues and obtaining critical hard-to-find parts -- from reaching into warehouses at one our Partner Companies to a multitude of vendors, we have you running as quickly as possible.

Information When You Need It

Our parent company monitors water quality education as well as legal decisions and keeps us up-to-date on developments, so we can respond rapidly to any changes needed at your pool. You can count on getting accurate timely information.

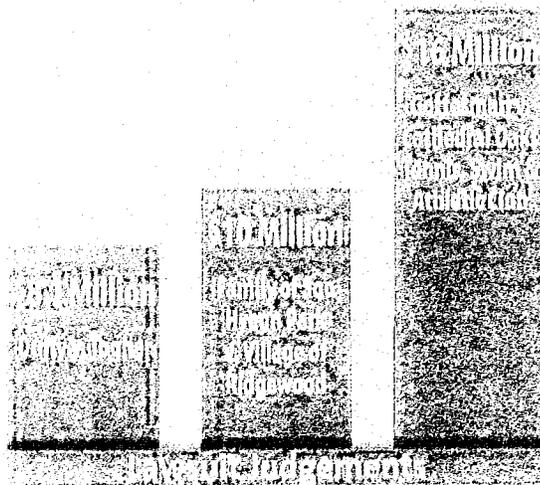
We're here to help minimize your financial risk, protect your pool investment, and ensure an enjoyable & safe swim season.

Managing Your Risk

Facilities that want the lowest financial risk choose us.

Our \$20 million coverage is the most comprehensive in the industry. Our focus is on prevention, but if an accident occurs at your pool, won't you want a company with adequate protection?

Another Company
\$5 Million Coverage



\$20 Million Coverage
Columbus Pool Management



The Pool Management Group

Columbus Pool Management

Liability Insurance Explained

Liability insurance policies for high risk situations, like lifeguard staffing, can be complicated. Below we explain:

- **How primary policy and excess policy limits work**
- **Coverage is per event, not per pool**
- **The difference in Professional Liability and General Liability**
- **Punitive Damages coverage**
- **Excess Coverage “follows form” of the primary policy**

Aquatic safety experts agree that even at the best run pool accidents can happen, which is why liability insurance is such an important part of risk management.

Lawsuits resulting from swimming pool injuries and deaths have resulted in large multi-million dollar judgments (see enclosed chart). Medical bills alone, which are just one part of the damages, can run into the millions of dollars in a near-drowning.

These facts lead us to conclude that \$20 Million insurance limits and Professional Liability coverage are necessary.

Professional Liability and General Liability Coverage

Potential exposures at swimming pools involve some events that would only be covered by Professional Liability Insurance and some events that would only be covered by General Liability Insurance. The distinction between the two policies is not a clear line. The important thing to know is that if a swimming pool management company only has General Liability coverage, and does not have Professional Liability coverage, there are exposures that are not covered by insurance.

While there are many possibilities, an example may be helpful:

If someone is injured at the pool there may be a claim resulting from that injury. This claim would fall under the General Liability policy. If, however, a lifeguard provided care and as a result of the care provided the person is injured further, this claim would fall under the Professional Liability policy.

Determining if a Policy Includes Professional Liability Coverage

Most General Liability insurance policies have an exclusion for Professional Liability exposures. When a policy includes coverage for Professional Liability exposures the exclusion clause is not in the policy. So, rather than stating in the positive that Professional Liability exposures are covered, a policy includes coverage for Professional Liability exposures if the policy does not include the exclusion clause.

Primary Policy and Excess Policy Limits

In a typical swimming pool management liability insurance policy there is a *Primary Liability policy* (GL Policy), which is usually \$1 million in coverage per claim. The *Primary Policy* is per occurrence, meaning there is \$1 million available for each claim up to the policy limit (such as \$3 Million). There may be an *Excess Policy* (sometimes called Umbrella Policy) on top of the *Primary Policy* to cover a judgment or settlement that is higher than the *Primary Policy* limit. The *Excess Policy* designates a total annual amount that is depleted as it is used. If the *Primary Policy* limit is exceeded in any year, then the excess coverage would pick up coverage for any other events, up to the amount of the excess coverage.

Primary Policy
+ Excess Policy
= TOTAL COVERAGE

So, if a company has a \$20 Million limit it will likely be a \$1 million dollar primary policy and \$19 million excess coverage.

\$ 1,000,000
+\$19,000,000
\$20,000,000

Another company may have a \$5 Million limit, which is likely a \$1 million dollar primary policy and \$4 million excess coverage.

\$1,000,000
+\$4,000,000
\$5,000,000

Here is how it works:

If there is a claim and judgment in the amount of \$5 million, then the primary policy pays \$1 million, and the excess policy pays \$4 million.

In the case of a company with \$20 Million limits, a \$5 Million judgment would leave \$15 million of excess coverage for that year (\$19 Million - \$4 Million, + another \$1 million in primary policy coverage). So, they would still have \$16 million available if there is a second claim.

In the case of a company with \$5 Million limits, \$0 of excess coverage would remain for that year (\$4 Million - \$4 Million), but there would be another \$1 million in primary policy coverage. So, they would have \$1 million available if there is a second claim.

And, in the case of a company with less than \$5 Million limits, there would not be enough insurance coverage to cover the judgment.

Punitive Damages Coverage

Juries may provide for two types of payments for damages: actual damages and punitive damages. Punitive damages judgments are in addition to the judgment for actual damages.

Even when punitive damages are limited by state law, they can be extremely large. For instance, if state law limits punitive damages to two times (2x) actual damages, this can still be a very large number. Since cases exist where medical bills alone (included in actual damages) were over \$2 million, this "limited" punitive damages number could potentially be over \$4 million, with a total judgment of over \$6 million (actual damages + punitive damages).

As with Professional Liability, liability insurance policies often have an exclusion for punitive damages. When a policy includes coverage for punitive damages the exclusion clause is not in the policy. So, rather than stating in the positive that punitive damages are covered, a policy includes coverage for punitive damages if the policy does not contain the exclusion clause.

Excess Policies follow the form of the Primary Policy

The coverage provided by *Excess policies* is determined by the coverage that is provided by the *Primary Policy* (GL Policy). So, the language of the *Primary Policy* is what is important in determining what is covered and what is not covered, and the details of the coverage may not be spelled out in the *Excess Policies*.

These facts have been vetted by insurance professionals.

Ⓞ Ohio Tort Reform

Executive Summary

On December 8, 2004, the Ohio General Assembly passed Senate Bill 80 (the "tort reform legislation" or "S. 80"), a landmark piece of legislation that is the legislature's most recent attempt at tort reform. The General Assembly's previous attempt, made effective in 1997, was declared unconstitutional *in toto* by the Ohio Supreme Court in *State v. Sheward*, 715 N.E.2d 1062 (Ohio 1999). Governor Taft signed S. 80 on January 6, 2005, and it became effective on April 6, 2005. The changes will modify aspects of Ohio Tort and Damages law, and may be classified into five general categories: Damages, Product Liability, Negligence, Procedure, and Miscellaneous.

Damages

Arguably, the most significant reforms contained in the Ohio tort reform legislation are those relating to noneconomic damages and exemplary/punitive damages. (The latter is reviewed in the following section). Noneconomic loss as defined by the tort reform legislation means "non-pecuniary harm . . . including . . . pain and suffering, loss of society, consortium, companionship, [or] any other intangible loss." O.R.C. § 2315.18(A)(4). The tort reform legislation restricts noneconomic awards only, and expressly provides that there shall be no limitation on the amount of compensatory damages representing economic loss.

Noneconomic loss awards are restricted to the greater of \$250,000 or three times the amount of economic damages, not to exceed \$350,000 per plaintiff and \$500,000 per occurrence. § 2315.18(B)(2). This cap is not applicable, however, in cases of catastrophic injury, which is defined as injury resulting in "permanent and substantial physical deformity, loss of use of a limb, or loss of a bodily organ system," § 2315.18(B)(3)(a), or "a permanent physical functional injury that permanently prevents the injured person from being able to independently care for self and perform life sustaining activities." § 2315.18(B)(3)(b). In addition to capping the amount of compensatory damages that may be awarded for noneconomic loss, the tort reform legislation circumscribes what the trier of fact may consider in determining its award. Specifically, the legislation provides that in determining an award of compensatory damages for noneconomic loss the trier of fact shall not consider a defendant's alleged "wrongdoing, misconduct, or guilt," "wealth or financial resources," or any "other evidence that is offered for the purpose of punishing the defendant." § 2315.18(C)(1)-(3). The tort reform legislation also requires that the jury apportion by special interrogatory the total compensatory damages representing damages for noneconomic loss. § 2315.18(D).

In addition to its provisions capping the amount of damages that may be awarded for noneconomic loss, restricting the evidence that a trier of fact may consider in making such an award, and requiring apportionment by way of special interrogatory, the tort reform legislation establishes an extraordinary post-

Highlights

- Landmark tort reform legislation went into effect April 6, 2005
- New restrictions on noneconomic awards
- Caps on punitive damages
- "Government standards defense" expanded for product liability
- New legislation does not generally apply to actions before April 6, 2005, but there are exceptions

judgment procedure through which a defendant against whom compensatory damages for noneconomic loss have been awarded may challenge that award as excessive. § 2315.19. This procedure requires a reviewing court to consider, among other things, (1) whether the evidence or the arguments of the attorneys inflamed the passion or prejudice of the trier of fact, resulted in the improper consideration of the defendant's wealth, or resulted in the improper consideration of the misconduct of the defendant; and (2) whether the award is in excess of awards involving comparable injuries to similarly situated plaintiffs, and, if so, whether there are extraordinary circumstances to account for this excess. The tort reform legislation further requires any court upholding an award of compensatory damages for noneconomic loss to set forth in writing its reasons for doing so. § 2315.19(B). An appeal of a trial court's ruling may be taken by a defendant to be reviewed *de novo* by an appellate court. § 2315.19(C).

The tort reform legislation contains six major provisions respecting punitive damages. First, the tort reform legislation caps awards for punitive or exemplary damages for each defendant at "two times the amount of the compensatory damages awarded to the plaintiff from that defendant." § 2315.21(D)(2)(a). Second, punitive or exemplary damages against an individual small employer or an individual is capped at "the lesser of two times the amount of the compensatory damages awarded to the plaintiff from that defendant or ten percent of the employer's or individual's net worth when the tort was committed up to a maximum of \$350,000." § 2315.21(D)(2)(b). (The tort reform legislation defines "small employer" as any employer "who employs not more than 100 persons on a full time permanent basis, or, if the employer is classified as being in the manufacturing sector by the North American Industrial Classification System, . . . an employer who employs not more than 500 persons on a full time permanent basis." § 2315.21(A)(5)). These caps on punitive or exemplary damages would not apply, however, where a defendant has been convicted of a felony with respect to the conduct at issue and where the required mental state for commission of that felony is "purposely" or "knowingly." § 2315.21(D)(6).

Third, the legislation requires—upon motion by any party—that an action be bifurcated. § 2315.21(B)(1). In the first stage of a proceeding, the trier of fact would determine whether and to what extent compensatory damages should be awarded. § 2315.21(B)(1)(a). Only if the trier of fact awards compensatory damages does the proceeding continue to the second stage, where evidence relevant to the question of punitive or exemplary damages is presented. § 2315.21(B)(1)(b).

Fourth, the tort reform legislation narrows the range of conduct supporting an award of punitive damages. Specifically, the old version of § 2315.21(B)(1) provides for punitive or exemplary damages where a defendant demonstrates "malice, aggravated or egregious fraud, oppression, or insult, or the defendant as principal or master authorized, participated in, or ratified actions or omissions of an agent or servant." The tort reform legislation eliminates the "oppression or insult" language from this subsection.

Fifth, the tort reform legislation provides that punitive or exemplary damages may not be awarded against a defendant from whom punitive or exemplary damages have already been collected in any other state or federal court respecting the same act or course of conduct if the punitive or exemplary damages already collected exceed the legislation's new caps. § 2315.21(D)(5)(a). The legislation includes two exceptions to this "same act or course of conduct" rule, however. Punitive or exemplary damages would be recoverable even though based on the same act or course of conduct for which punitive or exemplary damages have already been awarded in a different court if: (1) the court determines by clear and convincing evidence that the plaintiff will offer "new and substantial evidence of previously undiscovered, additional behavior" supporting the award of punitive or exemplary damages; or (2) the court determines by clear and convincing evidence that the total amount of prior punitive or exemplary damage awards was insufficient to punish the defendant's behavior and to deter that defendant and others from similar behavior in the future. § 2315.21(D)(5)(b)(i)–(ii).

Finally, the tort reform legislation eliminates prejudgment interest on punitive or exemplary damages. § 2315.21(D)(3). The legislation also provides that courts "shall instruct the jury regarding the extent to which an award of compensatory damages or punitive or exemplary damages is or is not subject to taxation under federal or state income tax laws." § 2315.01(B).

Product liability

The tort reform legislation expands the "government standards defense" – immunizing manufacturers from punitive or exemplary damages – to include over-the-counter drugs, medical devices, and non-drug manufacturers. § 2307.80(C)-(D).

The legislation also intends to replace all common law product liability causes of action with statutory definitions for each cause of action or claim. This effectively overturns *Carroll v. Allied Products Corporation*, 78 Ohio St. 3d 284 (1997), a contrary decision. § 2307.71. Of course, it is not at all clear—given the *Carroll* decision—whether the General Assembly has the constitutional authority to eliminate all common law products liability actions. The constitutionality of this tort reform provision can be expected to be tested in the courts.

S. 80 modifies Ohio Products Liability statute by eliminating the "consumer expectations" test as a stand-alone test for design defect causes of action. Instead S. 80 makes it only one of a laundry-list of factors to be considered as part of the trier of fact's risk/benefit analysis, which is determinative. § 2307.75(A). Also, § 2307.75 as amended by the tort reform legislation now provides that "[a] product is not defective in design . . . if, at the time the product left the control of its manufacturer, a practical and technically feasible alternative design or formulation was not available that would have prevented the harm for which the claimant seeks to recover compensatory damages without substantially impairing the usefulness or intended purpose of the product." § 2307.75(F). In other words, new § 2307.75 adds to the risk/benefit test a requirement that the plaintiff prove that there existed a reasonable alternative design available to the manufacturer at the time of distribution.

Negligence

The new legislation allows evidence of non-use of a seat belt to be introduced in tort actions for the purpose of reducing non-economic damage awards (but not as evidence of comparative negligence). § 4513.263(F)(1).

Procedure

S. 80 establishes a ten-year statute of repose for product liability claims against manufacturers or suppliers of products. § 2305.10(C)(1). There are several notable exceptions, however – including one for asbestos claims. § 2305.10(C)(6). The legislation also provides that the ten-year statute of repose shall be retroactively applicable to all claims filed on or after the effective date of the legislation (April 6, 2005), irrespective of the claims accrual date. § 2305.10(F). (The ten-year statute of repose is *not* applicable, however, to actions pending *before* April 6, 2005.)

Also, the tort reform legislation creates a "borrowing statute" of sorts, which would apply to reduce the limitations period where the cause of action in question accrued in a different "state, territory, district, or foreign jurisdiction" and the statute of limitations for the cause of action if brought there is shorter than the statute of limitations for the cause of action under Ohio law. § 2305.03(B).

Miscellaneous

The legislation contains a provision limiting successor asbestos-related liabilities. § 2307.97. The limitations are very limited, however, and apply only to: (1) a successor that became a successor prior to January 1, 1972; or (2) any successor to a prior successor so long as the prior successor became a successor before January 1, 1972. § 2307.97(B)(1)-(2).

The tort reform legislation partially abrogates the traditional "collateral source rule," the evidentiary principal providing that evidence of compensation from collateral sources is not admissible to reduce the damages for which a tortfeasor is otherwise responsible. The tort reform legislation amends the rule to generally allow for the admission of evidence of such compensation and bars such evidence only if the

BAKER & HOSTETLER LLP

source of collateral benefits has a mandatory self-effectuating federal right of subrogation, a contractual right of subrogation, or a statutory right of subrogation or if the source pays the plaintiff a benefit that is in the form of a life insurance payment or a disability payment not paid for by plaintiff's employer (where plaintiff's employer is a defendant in the action). § 2315.20(A).

Limited Retroactive Application

"Generally, a statute is presumed to be prospective unless it is expressly made retrospective by the legislature. Therefore, in the absence of a clear legislative intent to the contrary, the statute applies only to cases that arise subsequent to the enactment." *In re Brenna E.*, 705 N.E.2d 728, 730 (Ohio Ct. App. 6th Dist.) (citing O.R.C. § 1.48, and *Van Fossen v. Babcock & Wilcox Co.*, 522 N.E.2d 489, 494-95 (Ohio 1988)).

Generally, the tort reform legislation does not contain express retroactive language and thus the legislation does not generally apply to causes of action that accrued or will accrue before April 6, 2005 (when the legislation becomes effective). Notable exceptions with respect to the provisions outlined above are (1) the 10-year products liability statute of repose, which is partially retroactive in that it applies to all cases filed on or after April 6, 2005 (irrespective of whether the causes of action giving rise to those cases accrued before that date); and (2) the asbestos successor-liability limitation provision, which is fully retroactive § 2307.97(E).

Please contact us for more information.

CINCINNATI

Robin E. Harvey
(513) 929-3409
rharvey@bakerlaw.com

COLUMBUS

Thomas L. Long
(614) 462-2626
tlong@bakerlaw.com

CLEVELAND

Ronald S. Okada
(216) 861-7645
rokada@bakerlaw.com

Baker & Hostetler LLP Executive Alerts are intended to inform our clients and other friends of the Firm about current legal developments of general interest. They should not be construed as legal advice, and readers should not act upon the information contained in these publications without professional counsel. The hiring of a lawyer is an important decision that should not be based solely upon advertisements. Before you decide, ask us to send you free written information about our qualifications and experience. [Florida Rule 4-7.2(d)]

© 2005 Baker & Hostetler LLP

Cincinnati • Cleveland • Columbus • Costa Mesa • Denver • Houston • Los Angeles • New York • Orlando • Washington, D.C.

International Affiliates: São Paulo, Brazil • Juárez, Mexico



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 _____, 2015, for the 2015 Pool Year extending from April 1, 2015, through September 30, 2015.

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 1, 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, and shall list the **City of Gahanna, Gahanna Swimming Pool, and Hunter's Ridge Swimming Pool** as additional names 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.

| Value Added Services | Description |
|------------------------------------|---|
| Advanced Lifeguard Training | 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. |
| On-line Lifeguard Training | 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. |
| 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 to ensure our water safety standards remains at high levels. |
| National Back Up Team | 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. |
| National Parts Sourcing | 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. |
| 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 Management | 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 \$ 195,000.00 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 24, 2015 through September 7, 2015.

2. HUNTERS RIDGE SWIMMING POOL HOURS OF OPERATION:

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

May 24 – May 28 (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 29 – August 11 (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 12 – September 7 (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 |

Monday (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 29, 2015 through August 11, 2015.

6. GAHANNA SWIMMING POOL HOURS OF OPERATION:

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

May 29 – August 11

| | |
|-----------|--------------------|
| 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: *FL* ; 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.

Company Initials: *AP* ; Customer Initials: _____

- 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 11:

- 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 11 and provide all necessary services to allow swimming with Lifeguards on duty after August 11. The Customer will notify Company on or before August 1 concerning post- August 11 openings. The cost for post- August 11 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 12 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

Company Initials: CP; Customer Initials: _____

vandalism shall be reported to the Customer's designated representative immediately upon discovery.

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.

Company Initials: AP ; Customer Initials: _____

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.
- (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: AL; 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: JP; 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: SL; 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 ventures or partners of Customer.

Company Initials: CP; 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: LP ; 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: AL; 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: *CP* ; 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: SL; Customer Initials: _____

Columbus Pool Management

- (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: *SP* ; 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.

Company Initials: *SP* ; Customer Initials: _____

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

(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 | Pool rules signs |
| Leaf eater | Trash receptacles |
| Rescue tubes | Blood Borne Pathogens Kit |
| Ring buoys | Safety goggles |
| Life hooks | Chemical resistant gloves |

Company Initials: CP; Customer Initials: _____

- Pool brushes
- Leaf skimmers
- Algaecides
- Algae brushes
- Lifeguard stand(s)
- Umbrella for each lifeguard station
- Back board with three straps
- Head immobilizers for use with
- Back board
- Clock

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.

(d) Additional chemicals or labor. Additional chemicals will be provided for with written permission from Customer. If additional chemicals or labor are required to maintain or correct pool water chemistry due to a failure or breakdown of Customer's equipment, or loss of water due to a defect in Customer's pool or recirculation system, Company shall notify Customer of such breakdown or defect, and if Customer elects not to remedy problem within seven (7) days of notice, Customer shall pay as an additional charge the reasonable expense of all said additional chemicals and/or labor. Amount owed for chemicals and/or labor shall be paid by Customer within ten (10) days after invoicing by Company.

Company Initials: AC ; 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: AP; 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: *CP* ; 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: AP; 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: *JL* ; 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: CP; Customer Initials: _____

Exhibit J
Payment Schedule

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

| | <u>Cost</u> |
|---|---------------------|
| (a) Ten percent (10%) on or before March 1 of each year. | \$19,500.00 |
| (b) Fifteen percent (15%) on or before May 1 of each year. | \$29,250.00 |
| (c) Twenty-five percent (25%) on or before June 1 of each year. | \$48,750.00 |
| (d) Twenty-five percent (25%) on or before July 1 of each year. | \$48,750.00 |
| (e) Twenty percent (20%) on or before August 1 of each year. | \$39,000.00 |
| (f) Five percent (5%) on or before September 21 of each year. | \$9,750.00 |
| <u>Totals:</u> | <u>\$195,000.00</u> |

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.

Company Initials: *PL* ; Customer Initials: _____

Columbus Pool Management

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 attorney's 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.

2016 Swimming Season:

Based on all hours and lifeguard schedules will remaining the same as 2015.

2016 Contract price if executed agreement is received before September 30, 2015:

\$194,820.00

2017 Swimming Season:

Based on all hours and lifeguard schedules will remaining the same as 2016.

2017 Contract price if executed agreement is received before September 30, 2016:

\$196,768.00

Company Initials: AP; Customer Initials: _____



Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Premium Payment

This certifies the employer listed below has paid into the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. For more information, call 1-800-OHIOBWC.

This certificate must be conspicuously posted.

Policy No. and Employer

Period Specified Below

1249882

07/01/2014 Thru 02/28/2015

COLUMBUS POOL MANAGEMENT INC
1210 WARSAW RD, STE. 900
ROSWELL, GA 30076-8658



ohio**bwc.com**

Stephen Bucher
Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



Bureau of Workers' Compensation

You must post this language with the certificate of premium payment.

DP-29 BWC-1629 7/7/08

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Columbus Pool Management, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
8185 Green Meadows Drive North, Suite T

City, state, and ZIP code
Lewis Center, OH 43036

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| Social security number | | | | | | | | |
|------------------------|--|--|---|--|--|--|--|--|
| | | | - | | | | | |

| Employer identification number | | | | | | | | | |
|--------------------------------|---|---|---|---|---|---|---|---|---|
| 5 | 8 | - | 2 | 3 | 6 | 2 | 5 | 8 | 9 |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Mary Regalado Date ▶ 4/21/14

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1448 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1448 require a partnership to presume that a partner is a foreign person, and pay the section 1448 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1448 withholding on your share of partnership income.

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF THE SECRETARY OF STATE

I, Jon Husted, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show COLUMBUS POOL MANAGEMENT, INC., a Georgia corporation, having qualified to do business within the State of Ohio on January 30, 1998 under License No. FC8485 is currently in GOOD STANDING upon the records of this office.



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 16th day of December, A.D. 2014.

Jon Husted

Ohio Secretary of State

Validation Number: 201435000582

Emergency Action Plan – Gahanna Swimming Pool

Appendix D

Lifeguard Recognizes Emergency and Activates
Emergency Action Plan

Second Lifeguard Provides Backup Coverage

Person is contacted and moved to safety

Person's Condition is Assessed

Person is OK
or Minor care
only

Treat Person
* May recommend seeing Doctor for
appropriate medical attention

Decide if the person should be allowed
to re-enter the water at that time

Person Needs
Care

Second Lifeguard clears pool and
provides assistance

911 is Activated

Appropriate Medical Attention is
Administered

Supervisor / Office is Notified

Witnesses are Interviewed

Incident Report Completed

Equipment/Supplies used Checked & Restocked

Corrective Action Taken

Return to Duty

Staff Debriefing

Emergency Action Plan – Hunters Ridge Swimming Pool

Appendix D

Lifeguard Recognizes Emergency and Activates
Emergency Action Plan

Second Lifeguard Provides Backup Coverage

Person is contacted and moved to safety

Person's Condition is Assessed

Person is OK
or Minor care
only

Treat Person
* May recommend seeing Doctor for
appropriate medical attention

Decide if the person should be allowed
to re-enter the water at that time

Person Needs
Care

Second Lifeguard clears pool and
provides assistance

911 is Activated

Appropriate Medical Attention is
Administered

Supervisor / Office is Notified

Witnesses are interviewed

Incident Report Completed

Equipment/Supplies used Checked & Restocked

Corrective Action Taken

Return to Duty

Staff Debriefing