



Park at Westminster 2019 Pool Management Agreement

PART 1 GENERAL SPECIFICATIONS

American Pool Management of Pennsylvania, LLC, operating as American Pool (CONTRACTOR) agrees to manage the Park at Westminster swimming facility (OWNER), located at 600 Valley Rd Apt A-15; Warrington, PA 18976-2250, from Saturday May 25, 2019 through Monday September 02, 2019 in accordance with the following specifications:

A. POOL HOURS

Normal Operating Hours:

	<u>Open</u>	<u>Close</u>
Monday	11:00 AM	08:00 PM
Tuesday	11:00 AM	08:00 PM
Wednesday	11:00 AM	08:00 PM
Thursday	11:00 AM	08:00 PM
Friday	11:00 AM	08:00 PM
Saturday	11:00 AM	08:00 PM
Sunday	11:00 AM	08:00 PM
Holiday	11:00 AM	08:00 PM

Operating Hours when Public School is in session:

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

B: PERSONNEL

1	LifeguardShallowWtr	23.00 hrs/week
1	LifeguardShallowWtr	40.00 hrs/week

Total Hours/Week: 63.00

Projected Daily Peak Bather Load: 30

C. COMPENSATION

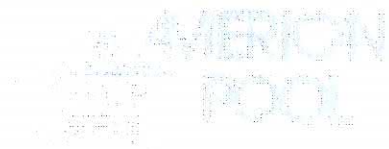
OWNER agrees to pay CONTRACTOR the total amount of: \$18,116.67

The payments shall be due as follows:

January 01, 2019	\$0.00	May 01, 2019	\$3,504.33	September 01, 2019	\$0.00
February 01, 2019	\$0.00	June 01, 2019	\$3,504.34	October 01, 2019	\$0.00
March 01, 2019	\$3,504.33	July 01, 2019	\$3,504.34	November 01, 2019	\$0.00
April 01, 2019	\$3,504.33	August 15, 2019	\$595.00	December 01, 2019	\$0.00

D. SPECIAL NOTES

Pool is open Weekends and Holidays only from 05/25/19-06/21/19. Pool is open Full-time from 06/22/19-09/02/19. The pool will revert back to the Part-time schedule during any dates that public schools are in session. One guard will be on duty during operating hours. Guard will arrive one half hour prior to pool opening to perform maintenance duties. This contract includes summarization, winterization, lab testing and standard chemicals (chlorine and muriatic acid). Lifeguard will be in uniform. If pool leaks, additional chemicals will be billed on an as used basis. Pool will be ready to swim two weeks prior to pool opening.



September 18, 2018

Alison Snyder
Park at Westminster
600 Valley Rd, Apt A-15
Warrington, PA 18976

Dear Property Manager,

We wanted to take this opportunity to thank you for selecting American Pool (AP) to provide you with your swimming pool management service this year.

If you are receiving this letter you either currently have a multi-year contract with AP, or your existing contract from 2018 has automatically renewed itself for 2019; as reflected in part 16 of your contract labeled "Extension of Service." In an effort to better understand your needs, prior to the start of the 2019 swim season, we would like to meet with you to discuss AP's performance this past year. We welcome the feedback and would appreciate the opportunity to hear your suggestions on how we might be able to improve or how you would like to see things done differently. Please contact us at your earliest convenience to set up a meeting. We will be happy to meet with anyone from your community to include your Board of Directors, Pool Committee, and/or Residents. Our goal is to gather any type of feedback that relates to AP's performance last year, and suggestions on how to better improve our service in 2019.

In the meantime, please review the enclosed specification sheet for 2019. Please check that your dates, times of operation and total number of guard hours are the same as last year. If they are not, or you would like to make a change to either of these, please contact us immediately so that we may provide you with an appropriate addendum that reflects these changes to your existing contract.

We appreciate your continued patronage, and we are extremely excited about working with you again in 2019. AP has already made some positive changes this off season, which we look forward to discussing with you when we meet. We hope to hear from you soon, please let us know if you have any questions.

Sincerely,

Andrew Kanetsky
General Manager

Justin Kanetsky
Regional Manager

Mike Polly
Regional Manager

Nathan Turner
Regional Manager

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

PART 2 – SUMMERIZATION

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

- A. Remove swimming pool cover and store on property (if applicable). If onsite storage is not available or accessible at time of opening the community will be charged for the additional time (\$125.00 per hour)
- B. Reclamation of pool water will be attempted as primary opening procedure, drain and acid cleaning the pool (if necessary) will be performed for an additional fee of \$450 per swimming pool that will be approved by owner prior to charging. (no additional charge for wading pools).
- C. Check inventory supplies.
- D. If OWNER provides pool furniture (including chairs, lounges, tables, umbrellas and umbrella bases) it will be of good working condition. OWNER will supply one base for each umbrella. CONTRACTOR will not be responsible for any damages to pool furniture or liable for injury to patrons caused by pool furniture. If the furniture is not stored within walking distance to the pool an additional charge of \$125 per person/per hour may apply. Additionally, if OWNER stores furniture off site please make sure it is on pool deck prior to summerization crews arrival. Pool furniture will not be set up after the pool opening.
- E. Reassemble existing filter plant and startup system after pool is filled with water. OWNER will be responsible for monitoring and shutting off pool fill. CONTRACTOR will alert the OWNER when the pool fill is started. CONTRACTOR is not responsible for any damages resulting from over or under filling the swimming pool.
- F. Cooperate with any contractors in preparing pool for operation.
- G. CONTRACTOR will not perform any heater service during summerization. This work needs to be contracted separately and approved prior to CONTRACTOR starting the work.

PART 3 - MAINTENANCE OF POOL

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

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

CONTRACTOR will advise the OWNER of needed repairs prior and during the operating period. All repairs needed to render the pool in operational condition will be made by the OWNER at their expense. CONTRACTOR, if requested by the OWNER, may perform, arrange for, or supervise the work at an agreed upon fee.

CONTRACTOR cannot be held liable for any hydrostatic conditions that cause damage to the pool structure and surrounding area. Storm related cleanup, vandalism, fecal treatment, etc. will be billed separately.

OWNER is responsible for county required daily chemical checks and will make arrangements for those checks to occur on all days pool is used outside of the scope of contract as detailed in PART 1 of this agreement.

OWNER hereby agrees that CONTRACTOR is utilizing OWNER property and CONTRACTOR will not be held liable for damage that is caused based on OWNER equipment failure

PART 4 – PERSONNEL

- A. All personnel employed by CONTRACTOR for work under this agreement shall be employed solely by and will be employees of CONTRACTOR and CONTRACTOR will be responsible for paying these employees and shall pay all taxes and costs incident to the work of the employees.
- B. All lifeguards employed by CONTRACTOR shall have proper Red Cross or other state sanctioned certification. CONTRACTOR shall have the sole discretion as to the hours and days of work of employees.
- C. OWNER and CONTRACTOR have based the personnel required to safely manage the site upon the anticipated peak bather load as notated in Part 1, If peak bather load is exceeded Owner will be notified and required to increase personnel.
- D. Staff schedules may be adjusted to suit the particular needs of the OWNER. Additional hours or days may be added at the OWNER'S request for an additional fee with prior written approval by CONTRACTOR. Additional guard hours needed within the operating times of the contract as specified in Part 1 will be calculated at \$22.95 per hour. Pool party staff will also be calculated at the rate of \$24.95 per hour and a \$35 processing fee.
- E. Pool will not be opened on any day that public school is in session during the contract term, unless specifically addressed on page one of this contract.
- F. Lifeguards will be entitled to ½ hour lunch break for every shift five hours or longer. No swimming will be allowed in single guard facilities at that time and patrons will be asked to leave pool area to satisfy Dept of Labor break rules. The break can vary depending on the open time of your facility.

PART 5 - CLIENT CARE / SUPERVISION

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

PART 6 - WINTERIZATION OF POOL

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

- A. Backwash and drain filters
- B. Drain pool to proper level. Contractor will not be responsible for maintaining the water level after winterization.
- C. Drain pumps, hair / lint strainers that require draining.
- D. Fill bathhouse fixtures with antifreeze if requested in writing by OWNER (additional charges will apply).
- E. Drain pool circulating and vacuum lines that require draining and are so constructed that they can be drained.
- F. Store first aid, emergency, maintenance, and test equipment in filter room.
- G. Secure and store automatic chemical feeder if applicable.
- H. Drain and store hoses, rails, and ladders.
- I. Secure pool cover to existing grommet system. Any missing or damaged grommets / springs will be replaced and invoiced separately to the OWNER. (if applicable). If pool cover is stored off site, please have the cover on the pool deck three days after guard services end to avoid additional labor costs. (\$225.00 for additional crew to go back and install safety cover if not on site at time of winterization.)
- J. Notify OWNER/AGENT on completion of pool closing.
- K. Upon completion of winterization, CONTRACTOR assumes no responsibility for freeze damage, damage to water meters or damage or loss of any equipment or supplies.

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

PART 7 - CHEMICALS AND SUPPLIES

CONTRACTOR will supply chlorine, muriatic acid and soda ash. Testing reagents and balancing chemicals will be supplied as needed at an additional cost. Supplies such as soap, brushes, toilet paper, first aid items, and other expendable items needed for the operation of the pool shall be the sole responsibility of the OWNER. Contractor will let the Owner know when the supplies are running low.

PART 8 – OWNER’S RESPONSIBILITIES

- A. OWNER will be responsible for filing all permits and associated fees. Scheduling and performing the annual visual electrical inspections as well as securing necessary bonding and grounding certifications will be the sole responsibility of the OWNER.
- B. Provide CONTRACTOR with three (3) sets of keys and Lock box to the pool enclosure and facilities. If three (3) sets of keys are not given to the CONTRACTOR the OWNER may not bill back any locksmith or new lock charges to the CONTRACTOR. If no lock box is provided to CONTRACTOR one will be purchased and billed back to the OWNER. Price not to exceed \$45.00.
- C. Complete all needed repairs inside pool enclosure, such as plumbing, decking, fencing, locking mechanisms, caulking, area lights, depth markings, etc. CONTRACTOR does NOT include any maintenance of the perimeter barrier of the pool (i.e. fences) and any or all locking mechanisms of the barrier.
- D. OWNER will maintain the perimeter barrier of the pool fence and any and all locking mechanisms of the swimming pool area or enclosure, and will be responsible for security of the pool area. Contractor will lock gate each night with locking mechanism supplied by Owner.
- E. If OWNER provides pool furniture (including chairs, lounges, tables, umbrellas and umbrella bases it will be of good working condition. OWNER will supply one base for each umbrella. CONTRACTOR will not be responsible for any damages to pool furniture or liable for injury to patrons caused by pool furniture.
- F. The OWNER shall insure that the swimming pool facility complies with all building codes and the Local Health Regulations in effect. The OWNER shall provide, in good working condition, all necessary equipment for the safe operation of the facility, including but not limited to filtration equipment, pool ladders, rescue tubes, backboard with straps, head immobilizer, deep water divider ropes, elevated guard station(s) and lifeguard umbrella for each guard station.
- G. OWNER will have a telephone at the pool (tone, hard wired, push button) prior to official opening date available to the guards at all times. Where pre-opening Health Department inspections are conducted a turn on date of April 15th is required.
- H. OWNER will provide long distance, 900 service, toll and internet blocks to prevent additional charges on any non-payphone. CONTRACTOR is not responsible for any charges incurred on OWNER phones.
- I. OWNER will provide CONTRACTOR and CONTRACTOR's employees with free parking to service the facility.
- J. OWNER will provide all utilities; water, electricity and gas (if needed) for the operation of the pool. Water and electric must be turned on prior to April 1st to avoid a late opening. If CONTRACTOR arrives on site to find no water or electric the OWNER will be moved to the end of the opening list and could potentially open late.
- K. OWNER will provide CONTRACTOR with a copy of OWNERS approved pool rules for the community.
- L. OWNER will provide CONTRACTOR a safe working environment.
- M. OWNER shall provide, free of charge, adequate and conveniently located storage space for cleaning materials and equipment of CONTRACTOR and shall be responsible to CONTRACTOR for the security of such place.

PART 9 - INSURANCE

- A. CONTRACTOR currently maintains Comprehensive General Liability insuring the legal liability for bodily injury and property damage for a combined limit of Two Million Dollars (\$2,000,000) per occurrence, and covering at least the following hazards: (a) CONTRACTOR'S Premises and Operations; (b) CONTRACTOR'S Protective for its legal liability in connection with sub-contractor's operations; and (c) Contractual.
- B. CONTRACTOR maintains Employers Liability insuring the legal liability for bodily injury of all employees of the CONTRACTOR for limits of at least One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) for disease for each employee and One Million Dollars (\$1,000,000) for Disease Policy Limit.
- C. Workers Compensation Insurance as required by state statute, covering all employees of the Contractor.
- D. CONTRACTOR maintains Automobile Liability insuring the legal liability for bodily injury and property damage for a combined single limit of not less than One Million Dollars (\$1,000,000) per accident and covering any accident arising out of or resulting from the operation, maintenance or use by the

CONTRACTOR on the Property of any owned, non-owned or hired automobiles, trailers or other vehicular equipment to be licensed.

- E. CONTRACTOR maintains Excess Liability totaling Thirty Five Million Dollars (\$35,000,000) in excess of liability limits shown in A, B and C. In the event CONTRACTOR'S coverage falls below Ten Million Dollars (\$10,000,000) combined liability and excess liability, the CONTRACTOR will endeavor to notify OWNER.
- F. OWNER will maintain general liability insurance policy of at least Five Million Dollars (\$5,000,000) evidencing property damage, bodily injury, products & completed operations, contractual liability and personal injury coverage for the subject premises, including the pool area OWNER will provide to Contractor a certificate of insurance evidencing the coverage naming Contractor as additional insured. OWNER expressly waives all rights of subrogation against CONTRACTOR for damages caused by perils to the extent covered by insurance obtained or required to be obtained pursuant to this Agreement, or any insurance coverage applicable to the premises which is the subject of this Agreement. The waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly and whether or not the person or entity has an insurable interest in the property damaged.
- G. OWNER agrees to inform CONTRACTOR of any activities conducted at the pool during hours not listed in the General Specifications per Part 1 and organized activities during hours specified in Part 1 (i.e. pool parties, camps). The OWNER shall be responsible for any claims, accidents, injuries, and damages during such activities. OWNER agrees to and does hereby indemnify CONTRACTOR and save it harmless and shall defend it from and against any and all claims, damages, liability and judgments in connection with personal injury and/or damage to property arising from or out of maintenance, operation or use by the OWNER and/or its agents, servants, employees, invitee's, and licensees 1) outside of the hours listed in the General Specifications, 2) during any organized activities, and 3) brought forth by other contractors and/or trespassers.

PART 10 - ADDITIONAL PROVISIONS

- A. All repairs needed to render the pool in operational condition will be made by the OWNER at their expense. CONTRACTOR, if requested by the OWNER, may perform, arrange for, or supervise the work at an agreed upon fee.
- B. REPAIRS, BILLS, AND INVOICES: OWNER shall pay all repair bills and invoices submitted by CONTRACTOR within 15 days of receipt. This covenant is an independent covenant of this contract. All materials supplied by CONTRACTOR remain the property of CONTRACTOR until materials are paid in full.
- C. All applicable sales taxes (i.e. Federal, State) for any equipment, labor, chemicals, or any other sales are not included in the prices represented by CONTRACTOR and shall be applied as an extra amount to all invoices.
- D. If OWNER requires vendor to register with a company in order to receive payment for their services (ie, a Compliance Depot) OWNER will reimburse VENDOR the cost of the fee plus a \$105 processing fee.
- E. OWNER agrees to give CONTRACTOR a parking pass if applicable for lifeguard/maintenance department.
- F. OWNER agrees to supply CONTRACTOR with some form of shade for the lifeguard. (i.e. tent, umbrella, awning) If OWNER does not supply CONTRACTOR with shade CONTRACTOR will purchase and rebill OWNER for cost of item and a processing fee.
- G. OWNER agrees not to hire or contract with CONTRACTOR'S current or past employees to work at, service, or be connected in any way with the pool for a period of two years from the date that the contract terminates, or two years from the date of termination of the CONTRACTOR'S employees. In the event that the OWNER breaches this, the OWNER agrees to pay CONTRACTOR, a placement fee equal to 30% of the total contract price herein.
- H. Any increases in federal or state minimum wage subsequent to the submission of this contract will be passed onto the OWNER at an amount calculated at 118% of the minimum wage increase multiplied by the number of hours for season that the pool will be open per Part 1.
- I. In the event that OWNER shall become bankrupt, insolvent, or shall make a voluntary assignment for the benefit of creditors, CONTRACTOR, at its option, may terminate this agreement immediately.
- J. OWNER hereby agrees to contract with CONTRACTOR to manage and operate the pool site during the term of this Agreement. If OWNER is not the actual owner of the pool site, but rather a management company or person acting as the agent of the owner of the property, OWNER hereby declares and affirms that it is acting within the scope of its authority in entering into and executing this Agreement.
- K. OWNER hereby agrees that CONTRACTOR is utilizing OWNER property and CONTRACTOR will not be held liable for damage that is caused due to OWNER property.
- L. This Agreement may not be amended or modified except by written instrument executed by the parties.
- M. It is agreed and understood that in the event any sums of money which are due to CONTRACTOR under and by virtue of this agreement are not paid in full by OWNER within thirty (30) days subsequent to the receipt of

an invoice for the same, said sum shall bear interest at the rate of 1.5% per month. This provision shall be applicable in addition to any rights and remedies, which CONTRACTOR may have under any other provisions of this agreement. CONTRACTOR has the right to suspend service to OWNER if contracted payments are not made on the specified dates.

- N. This Agreement shall be governed and construed in accordance with the laws of the State where CONTRACTOR is domiciled.
- O. Should the pool not open by 4:00 PM due to inclement weather, the pool will be closed for the remainder of the day.
- P. Should the pools operating hour schedule per PART 1 have the pool closed on any day that is a holiday than the pool will remain open for the holiday and close the following day.
- Q. CONTRACTOR cannot be held liable for any hydrostatic conditions that cause damage to the pool structure and surrounding area.
- R. If the swimming pool uses liquid chlorine to sanitize the OWNER must have at least 150 gallons of storage capacity. If additional storage is needed to accommodate, CONTRACTOR will purchase an additional vat and rebill the customer.
- S. Additional chemicals consumed over contractors anticipated normal usage due to pool leakage will be billed at OWNER's expense.
- T. Restrictive endorsements or other statements on checks accepted by CONTRACTOR will not apply and in no way alter this contract.
- U. Swimming pool will not be winterized if OWNER is not deemed to be in good standing. All contract payments need to be paid in full before winterization will occur.
- V. The pool will revert back to the part-time schedule during any dates that public schools are in session.
- W. If OWNER is required to provide an Automated External Defibrillator "AED" due to State, County or municipality code and has not done so, CONTRACTOR reserves the right to supply these items and invoice OWNER. CONTRACTOR recommends that all facilities regardless of code have an AED on site.

PART 11 - CLOSURES

CONTRACTOR reserves the right to close the pool in an emergency situation, inclement weather, breakdown of equipment, inadequate security for the protection of the lifeguards at the facility, violation of local or state ordinance, or any other condition or circumstances which, in the judgment of CONTRACTOR, endangers the health or safety of the lifeguards or patrons and this shall not constitute a breach by CONTRACTOR. If the emergency event causes the pool facility to be closed for more than seven (7) consecutive days and such event was not caused by any act or omission of the OWNER, its agents, servants, contractors or employees, then CONTRACTOR shall refund to the OWNER the variable costs of the contract that are defined as fifty percent (50%) of CONTRACTOR'S actual daily operating cost beginning from the 8th day until the pool is reopened, or the end of the term of the Agreement, whichever occurs earlier.

PART 12 -WARNING

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

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

PART 13 - DEFAULT

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

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

PART 14 - LIQUIDATED DAMAGES

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

PART 15 - BINDING EFFECT

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

PART 16 - EXTENSION OF SERVICE

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

This Agreement shall be automatically renewed for the 2020 season, and each successive year thereafter, at the current contract price plus a maximum 5% increase, plus the cost of the extra seven days of labor hours for the longer season. The renewal is void if written notification to cancel is received by certified mail by CONTRACTOR prior to September 10th of that contract year. The only change will be the opening & closing dates. CONTRACTOR reserves the right to terminate this contract at any time at its sole and absolute discretion by giving OWNER written notice of intention to terminate sixty (60) days prior to pool opening. If CONTRACTOR elects to do so this Agreement shall terminate without any further liability to CONTRACTOR.

PART 17 - MISCELLANEOUS

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

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

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

ACCEPTED:

CONTRACTOR

OWNER/AGENT

American Pool - Philadelphia

Date: _____

Date: _____

No Signature Required.
The 2018 Contract has auto-renewed for the 2019
Season.

Swimming Pool Rules

No person under the age of 18 will be permitted in the swimming pool area without being accompanied by their parent or guardian.

Parents or guardians are fully responsible for all persons under the age of 18 using the swimming pool facilities.

Parents are required to accompany their children in the wading pool area at all times.

All children in diapers must wear plastic pants with snug fitting elastic waist and leg fittings before entering the swimming pool. Parents must report any "accidents" to lifeguard immediately.

All persons must shower before entering the swimming pool, spa or wading pool.

All conduct that endangers the safety and comfort of others (ie running on deck, diving from the shallow end) will be prohibited within the pool area.

No person showing evidence of a communicable disease, bodily discharges, open blisters or cuts and bandages will be allowed entry to the swimming pool area. Persons suspected of being under the influence of drugs or alcohol shall be prohibited from entering the water.

No person experiencing diarrhea or other gastrointestinal (stomach) symptoms will be allowed entry to the swimming pool area.

No animals will be allowed in the swimming pool area, spa area or dressing rooms.

No glass containers are allowed in swimming pool area.

No swimming will be allowed during inclement weather conditions.

Waiver – as pool patron and/or the parent or legal guardian of pool patrons, I agree to the above pool rules and further agree to hold Owner/ Agent/ American Pool Enterprises Inc. and it's subsidiaries and their officers free and harmless from any claim or expense that may arise due to my use of the pool or use of the pool by my dependants, guests or others residing with me.

Pool Patron

Owner/ agent

Hard Wired Telephone Indemnification

Contractor has informed the property that hard wired telephone lines should be at the pool in order to ensure communications are available in the event of an emergency and 911 needs to be called. The use of cellular telephones are subject to failures caused by poor signals, malfunctioning batteries and often being routed to the wrong 911 operator thus creating additional delay. Portable non hard wired telephones are subject to failure caused by poor signals and/or malfunctioning batteries. Owner has chosen to forego a hard wired telephone line, and will indemnify and save harmless the Contractor from liability for any damage or loss of any type which arise as a result of any type of failure associated with the telephone provided or supplied by the Property or Contractor in the event the Property fails to provide a telephone. The property agrees to defend the Contractor against any claims brought or actions filed against the contractor with respect to the subject of the indemnity contained in this agreement, whether such claims or actions are rightfully or wrongfully brought or filed. With respect to this obligation, the Contractor may select counsel in its defense.

Contractor

Property

Date

Date