



6184 Old Franconia Road Alexandria, Virginia 22310

Office: (703) 373-0350 Fax: (703) 373-0354 http://www.premieraquatics.com

### 2018 Swimming Pool Management Agreement

#### SECTION 1:

##### POOL NAME & ADDRESS:

Water's Edge Condominium - Revised Facility Hours  
3312 Lakeside View Drive  
Falls Church, Virginia 22041

##### OWNER/AGENT:

Kelly Lang  
Phone: 703-532-5005  
Cell Phone: 410-726-6897  
klang@kpamgmt.com  
6402 Arlington Blvd. Suite 700  
Falls Church, Virginia 22042

#### SECTION 2:

##### SEASON DATES & FACILITY HOURS:

Season Opens: May 26, 2018  
Season Closes: September 03, 2018  
Monday: 12:30 pm to 08:00 pm  
Tuesday: CLOSED  
Wednesday: 01:30 pm to 08:00 pm  
Thursday: 01:30 pm to 08:00 pm  
Friday: 12:00 pm to 10:00 pm  
Saturday: 10:00 am to 10:00 pm  
Sunday: 10:00 am to 08:00 pm  
Holiday: 10:00 am to 08:00 pm  
School: 12:30 pm to 08:00 pm

##### PERSONNEL:

##### Regular Operation Schedule

Total Staff Man Hours: 55.5 hrs per week  
Total Open Hours: 52.5 hrs per week

##### School Operation Schedule

Total Staff Man Hours: 55.5 hrs per week  
Total Open Hours: 52.5 hrs per week

#### SECTION 3:

##### COMPENSATION TO CONTRACTOR & PAYMENT SCHEDULE:

OWNER agrees to pay CONTRACTOR the total amount of: **\$23,100.00**

OWNER agrees to pay CONTRACTOR **ten percent (10%)** upon execution of the contract (Pre-payment).

The payments shall be due on the following dates:

Pre-payment:		\$2,310.00		
1-Jan-2018	\$0.00		1-Jul-2018	\$5,775.00
1-Feb-2018	\$0.00		1-Aug-2018	\$2,310.00
1-Mar-2018	\$0.00		1-Sep-2018	\$0.00
1-Apr-2018	\$2,310.00		1-Oct-2018	\$0.00
1-May-2018	\$4,620.00		1-Nov-2018	\$0.00
1-Jun-2018	\$5,775.00		1-Dec-2018	\$0.00

##### SPECIAL NOTES:

Contract will renew for 2019 at a cost of (\$23,100.00) Initials: KL

Contract will renew for 2020 at a cost of (\$24,720.00) Initials: KL

\*\*\*[PLEASE NOTE: The 2020 pool season is one week longer than a normal pool season: it is 108 Days instead of the standard 101 Days from Memorial Day weekend to Labor Day Monday]\*\*\*

There will be one (1) lifeguard on duty at all times. Lifeguard to arrive thirty (30) minutes prior to opening daily.

ACCEPTED: Owner/Agent	Premier Aquatics
By: <u>Kelly Lang</u>	By: Jeff Gromada
Date: <u>11/16/2017</u>	Date: 11/16/2017
Signature: <u>Kelly Lang</u>	Signature: <u>J. Gromada</u>

This agreement is only valid if accompanied by Section 4 through 18 of the Pool Management Agreement.



## **SECTION 4 – OPENING POOL & BASIC SERVICES**

The CONTRACTOR (unless beyond its control) will prepare the swimming pool and facilities for summer operation by completing the following routine basic services:

- A. Inspect the pool(s), its premises, and plumbing
- B. Re-assemble bathhouse and pool fresh water system and advise OWNER of any needed repairs
- C. Drain the pool and remove the pool cover (If CONTRACTOR is asked to store the cover off-site, there will be a fee of \$600.00 to the OWNER)
- D. Remove debris from pool and acid clean (if required); Note: If water quality is poor from winter months there may be an additional cost to OWNER for additional chemicals needed to clean pool(s) at a cost up to \$500.00.
- E. Check all equipment and facilities; advise OWNER of needed repair(s) prior to fill
- F. Fill pool, inspect circulation and filtration system
- G. Properly store and utilize required chemicals
- H. Install diving boards, ladders, guard chairs and safety ropes
  - I. Place filtration and chlorination system in operation
- J. Check system for proper operation and advise OWNER of needed repair(s)
- K. Prepare bathhouse facility for use
- L. Check previous year's inventory (if available)
- M. Cooperate with any contractors in preparing pool for operation
- N. Backwash and vacuum pool
- O. Schedule and be present for any required local or state Health Department Standard
- P. Arrange and clean pool furniture. OWNER to provide cleaning chemicals. If the storage location of the pool furniture is outside of pool premises, there will be an additional charge of \$500.00 to move the furniture to pool area.
- Q. Contractor will apply for and obtain all health permits, electrical permits and fire permits, excluding health permits for pools located in Washington, DC. If Owner prefers to obtain these permits, Owner must notify Contractor in writing by March 15th. Contractor will invoice Owner cost of health and fire permits plus a processing fee of \$95.00 unless these permit fees are included in this contract as stated in Section 3 of this contract. Electrical inspections will be invoiced at a cost of \$375.00 per main pool, and \$100.00 for each additional body of water (wading pool, spa, lap pool, etc.) unless permit fee is included in this contract as stated in Section 3 of this contract. Owner agrees to authorize repairs up to \$250.00 to pass electrical inspection to avoid a re-inspection fee. Any facility that needs extensive repairs to pass electrical inspection over the \$250.00 allowance will be subject to a re-inspection fee of \$225.00. Any electrical repairs over \$250.00 will be sent to owner for approval. Electrical inspections required in the city of Falls Church, City of Fairfax, and Town of Herndon are subject to additional fees up to \$1,000.00 to obtain electrical permit.

**The OWNER will be responsible for the following items by April 1<sup>st</sup>:**

- A. Provide CONTRACTOR with copies of any Health Department notices of violation(s) promptly when received by OWNER
- B. Provide CONTRACTOR with four (4) sets of keys to the pool enclosure and facilities (yearly). Keys cut by CONTRACTOR will be billed to the OWNER
- C. Provide CONTRACTOR with adequate receptacles at the pool to contain debris and have receptacles removed from the pool area after cleaning is completed
- D. Prepare the bathhouse for use:
  - a. Complete all building repairs: broken windows or doors, toilet partitions, drywall, etc.
  - b. Provide soap, towels, tissue and other consumable supplies as needed
  - c. Complete any needed plumbing repairs. Hot water heaters must be made operational to pass pre-opening inspection
  - d. Paint interior and exterior of bathhouse (if required)
  - e. Inspect the electrical system, repair the system as required; supply and install all light bulbs as needed
  - f. Provide working locks on all doors, gates and windows
  - g. Turn on fresh water to bathhouse
- E. Have telephone hooked up for use by April 1st (phone must be within enclosure and must be in compliance with Local Health Department swimming pool health code). If the owner does not supply a phone that can call non



emergency, Premier Aquatics will supply a cell phone for the facility at a cost of \$300.00 for the summer.

- F. Hard wired telephone indemnity: A hard wired phone line must be at pool in order to ensure communications are available in the event of an emergency and 911 needs to be called. The use of cellular phones is subject to failure caused by poor signals and can be routed to the wrong 911 operator, which can cause delays. Portable non hard wired phones are subject to failure due to poor signals or malfunctioning batteries. If Owner fails to provide a hard wired telephone line, Owner will indemnify and save harmless the Contractor from liability for any damage or loss of any type which may arise as a result of any type of failure associated with the telephone provided or supplied by the owner. Owner agrees to defend Contractor against any claims brought or actions filed against the Contractor with respect to the subject of this indemnity.
- G. OWNER must place a block for long distance on all telephones in pool area. OWNER IS RESPONSIBLE FOR ANY AND ALL TELEPHONE CHARGES, FEE, TAXES, ETC)
- H. Complete any needed repairs inside pool enclosure, such as concrete deck, caulking, area lights, drinking fountains, etc.
- I. Supply adequate FREE parking for pool personnel
- J. Provide all members with a pool pass or an adequate method of entry to pool facility
- K. Provide CONTRACTOR with complete set of written rules by May 1st or four weeks prior to opening day
- L. Perform or furnish within a reasonable time anything else necessary to pool opening which CONTRACTOR has not agreed to provide

## **SECTION 5 – MAINTENANCE OF POOL**

**A daily inspection will be made of the pool to inspect and clean facilities. The CONTRACTOR will be responsible for the following:**

- A. Maintaining water quality, in conformance with the Health Department required standards
- B. Maintain proper filter operation by backwashing, cleaning cartridges and/or cleaning pump strainer as required
- C. Operate pool in accordance with recognized safety rules and enforcement of OWNER's written rules
- D. Cooperate with OWNER in obtaining necessary permits from local Health Departments and other regulatory bodies, with OWNER responsible for securing permit and payment of all fees incurred
- E. Clean bathhouse, pool deck and pool office as required and if time is available
- F. Vacuum pool and general cleaning of surrounding pool area
- G. Secure facility nightly by performing duties required for closing and to ready pool for the following day
- H. CONTRACTOR is not responsible for any swimming pool(s) that overflow due to fill lines connected to filter system (in-line fill lines). This includes water bills, landscaping, rooms below, parking garages, etc.

## **SECTION 6 – CHEMICALS**

The CONTRACTOR will order chemicals necessary to adjust the chlorine/bromine and pH levels in the pool. Payment for these chemicals shall be the sole responsibility of the CONTRACTOR (unless otherwise stated). Any chemicals needed to adjust total alkalinity and calcium hardness of the water (i.e. Sodium Bicarbonate and Calcium Chloride) or any reagents needed to test the water (i.e. DPD tablets/liquid, phenol red tablets/liquid) shall be the sole responsibility of the OWNER. The OWNER understands that the standard chemicals used by CONTRACTOR and most other pool operators are likely to discolor or otherwise adversely affect any carpeted surfaces over which they are delivered, moved or stored. CONTRACTOR disclaims all responsibility of damages to carpet caused by standard chemicals.

If a significant leak is detected in a swimming pool and the Owner does not fix the leak, the Contractor may bill the following amounts per month: \$500.00 per month for all pools up to 100,000 gallons, \$750.00 per month for all pools 100,001 to 200,000 gallons, and \$1,000 per month for all pools 200,001 to 300,000 gallons. All wading pools and spas will be billed \$250.00 per month for additional chemicals if leaking.

## **SECTION 7 – SUPPLIES & MATERIALS**

Supplies such as soap, brushes, paper products, cleaners, disinfectant, first-aid equipment/supplies, water test kit reagents, cleaning equipment and other expendable items needed the operation of the pool shall be the sole responsibility of the OWNER.

## **SECTION 8 – PERSONNEL**

- A. All personnel, except as otherwise provided, employed by the CONTRACTOR for work under this agreement shall be employed solely by the CONTRACTOR and will be employees of the CONTRACTOR. The CONTRACTOR will be responsible for paying these employees and shall pay all Social Security, Workman's Compensation and other taxes incident to the work of said employees.
- B. All lifeguards employed by the CONTRACTOR shall have proper Red Cross Basic Lifeguarding, Lifeguard Training or equivalent certification, and CPR (if required). The management personnel shall, in addition, be certified or licensed pool operators. The CONTRACTOR will provide a training program for each employee, which will include instruction and review in the following areas: Swimming pool rules, facilities and equipment operation and maintenance, local Health Department requirements (including water quality standards), lifeguard standards, required conduct and professional techniques.
- C. In the event Premier Aquatics is not the pool management company, OWNER agrees to not hire or have any other Contractor hire, any personnel that are employed by Premier Aquatics for a period of three (3) years after the contract expires between OWNER and CONTRACTOR.
- D. The CONTRACTOR, if requested by the OWNER, shall supply additional personnel at a fee of \$30 per hour.
- E. If the pool is scheduled to close one day a week and in the event that a Holiday falls on that day, the pool will be opened for the Holiday and closed the following day. If the July 4th Holiday falls on a weekend day (Saturday or Sunday), the pool will be open the Holiday hours on that day. If the OWNER wants to extend the Holiday hours on the Friday prior to the Holiday or Monday following the Holiday, there is an additional cost to the OWNER if the daily hours are more than the regular contracted hours.
- F. OWNER agrees to inform CONTRACTOR of any activities conducted at the pool during non-operating hours. The OWNER shall be liable for payment of any lifeguards and/or insurance during such activities. The OWNER shall assume sole liability for any function held at the pool in which alcohol is available. CONTRACTOR is not responsible for and shall have a complete defense against any and all claims, damages, liability and judgments in connection with personal injury and/or damage to property arising from or out contractor and/or trespassers.'
- G. OWNER agrees to pay for a minimum of two (2) lifeguards on duty during all swim team meets, practices, pool parties, etc. CONTRACTOR must be notified two (2) weeks prior to any events outside of contract.

## **SECTION 9 – POOL INSTRUCTION**

The CONTRACTOR may conduct swimming and diving lessons, taught by qualified personnel, for a fee, subject to the approval of the OWNER. Such instruction may be offered privately or in groups and will not interfere with the regular pool operation. Fee for the above mentioned instruction shall be mutually agreeable to CONTRACTOR and OWNER.

## **SECTION 10 – SUPERVISORY AGREEMENT**

The CONTRACTOR agrees to conduct a minimum of two (2) written inspections per week of the pool facility, the related equipment and facilities and the performance of CONTRACTOR provided personnel. The CONTRACTOR will act as a consultant with the OWNER representative and meet with him/her periodically to discuss pool operation and any related matters.

## **SECTION 11 – EMERGENCY CLOSING OF POOL**

The OWNER and/or CONTRACTOR may close the pool in an emergency situation, whether the emergency is caused by breakdown of equipment, or by other causes outside the CONTRACTOR's control or during inclement weather; this shall not require any change or adjustment in any of the provisions of this agreement. Should the pool close for a period of more than ten (10) consecutive days because of mechanical failure, the necessity of extensive repairs, the elements by order of any local or state regulatory body for any reason outside of the CONTRACTOR's control and responsibility, or the CONTRACTOR shall refund fifty percent (50%) of the daily operating cost from the tenth day of closure until the pool is re-opened for normal operation. This is to be computed at one percent (1%) of the total contract cost until such time as the pool is re-opened for normal operation.

The swimming pool facility will be closed if the forecasted or actual ambient temperature is 69 degrees or less. If the swimming pool facility is not open by 4pm, due to inclement weather, the facility will remained closed for the rest of the



day. In the event that inclement weather arrives 6pm or later, the facility will close for the remainder of the evening. Contractor will make attempt to notify owner of any pool closing, but Contractor reserves the right to close the pool if Owner is not available.

## **SECTION 12 – INSURANCE, LIABILITY & EXCLUSIONS**

- A. The CONTRACTOR shall maintain Public Liability Insurance from an insurance company of national reputation in the amount of at least \$10,000,000.00. Liability to cover bodily and/or property damage directly due to the negligence of CONTRACTOR, his agents, or his employees, including loss of life that may be sustained by any patron or guest within the enclosed area of the pool during pool hours. It is understood that except for negligence of the CONTRACTOR, his agents, or his employees, the CONTRACTOR will not be liable or responsible to any person or firm as a result of the use of the pool within the enclosed area of the pool during pool hours. The CONTRACTOR will be exempt from liability due to mechanical failure of equipment, damage to the pool due to faulty construction, defective workmanship or circumstances beyond the CONTRACTOR's control. CONTRACTOR shall not be responsible for hydrostatic damage.
- B. A certificate of insurance will be sent to the OWNER prior to beginning of the period covered by this Agreement
- C. CONTRACTOR shall maintain Workmen's Compensation Insurance in accordance with State requirements
- D. CONTRACTOR WILL STRICTLY PROHIBIT CONSUMPTION OF ALL ALCOHOLIC BEVERAGES EXCEPT TO THE EXTENT SPECIFICALLY AUTHORIZED BY THE OWNER IN WRITING. OWNER SHALL BE RESPONSIBLE FOR MAKING POOL PATRONS AWARE OF ITS ALCOHOL POLICY BY POSTING PROMINENT SIGNS OR IN SOME OTHER REASONABLE FASHION. If OWNER authorizes consumption of alcohol beverages at or around the pool, the OWNER agrees to and does hereby indemnify and hold the CONTRACTOR harmless for any actions, claims, damages, accidents and incidents arising out or resulting from such consumption and further agrees to pay CONTRACTOR attorney fees and all other costs of defending such claims.
- E. This Agreement does not cover any pool use or operation authorized or permitted by the OWNER outside the hours of operation and management stated in Section 2. Should OWNER desire to authorize or permit use or operation of the pool or the holding of any function after hours of operation and wishes to use or employ CONTRACTOR's employees in connection therewith, then and in the event, OWNER agrees to specially hire such employees as its employees and not of the CONTRACTOR. OWNER agrees to pay all such employees directly for their services and agrees to and does hereby indemnify and hold the CONTRACTOR harmless for all claims, injuries or damages of any kind whatsoever, arising out or result in from or connected in any way with such use, operation or function and to pay CONTRACTOR's attorney fees and all other costs of defending such claims.

## **SECTION 13 – UTILITIES**

The OWNER shall provide water, electricity and gas (if required) for the operation of the pool. The OWNER shall provide a coin operated telephone service and shall be solely responsible to pay any charges to such telephone service. If OWNER elects to provide a non-coin operated telephone, CONTRACTOR shall not be responsible for any charges whatsoever, including but not limited to toll charges, long distance, directory assistance, return calls, etc.

## **SECTION 14 – ADDITIONAL SERVICES & OBLIGATIONS**

- A. The CONTRACTOR, if requested by the OWNER, will operate the pool beyond the season opening and closing date if lifeguard staff is available. This request must be made in writing by August 1st with an additional charge of one percent (1%) of the total contract price plus ten percent (10%) per day. If the pool is to be opened for additional days outside of the pool contract, a flat rate of \$25.00 per day will be charged for weekday chemical and filter maintenance.
- B. The CONTRACTOR may be responsible for filling out accident report forms and will report such accidents to the OWNER and participating insurance companies within 24 hours of any such accident.
- C. The CONTRACTOR may conduct swimming lessons by qualified instructors with prior approval by OWNER. Such instructions will be offered privately or in groups and will not interfere with regular pool operations. Fees for the above-mentioned lessons are as follows: Group \$100.00 for (8) one-half hour lessons; Private: \$35.00 per one-half hour of instruction.



- D. The CONTRACTOR will advise the OWNER of any needed swimming pool repair(s) or equipment. If requested by the OWNER, the CONTRACTOR will supply equipment or effect repairs upon receiving authorization from further agreed and understood that such repairs are to be paid for without set off and regardless of any claim or dispute under the Contract and that notwithstanding alleged breach of any covenant under this contract that said repairs and equipment bills and invoices are due and payable by the OWNER within 15 days of presentment. OWNER agrees the provisions Section 16-A applies to any bills for such repairs or equipment.
- E. CONTRACTOR, if requested by the OWNER, will obtain all health permits for the pool operation required by local or state regulatory bodies with a \$95.00 processing fee per permit. Payment for permit fees will be the sole responsibility of the OWNER.
- F. Owner will provide CONTRACTOR and CONTRACTOR'S employees with adequate free parking.

## **SECTION 15 – CLOSING & WINTERIZATION OF POOL**

The CONTRACTOR agrees that after the pool closing date as stated herein; it shall perform the following services in connection with closing and winterizing the pool facility.

- A. Drain all pumps that require draining (if possible)
- B. Un-cover and drain hair and lint strainer
- C. Drain all re-circulating and vacuum lines that require draining and are so constructed that they can be drained
- D. Backwash and drain filters (if possible)
- E. Fill all bathhouse fixtures with anti-freeze and drain drinking fountain. Property is responsible for winterizing all electrically powered drinking fountains.
- F. Store all first aid equipment, testing equipment and diving board(s)
- G. Open to ½ maximum all valves that are required to be opened
- H. Secure and store chlorinator
  - I. Drain and store hoses, guard chairs (if possible), ladders and pool furniture (if possible)
- J. Inspect all equipment, visible piping and machinery
- K. Notify OWNER/AGENT on completion of pool closing
- L. Secure and lock pool facility for off season
- M. Submit a list of repair recommendations for the following season
- N. CONTRACTOR will not be responsible for any freeze and recommends at Owner's expense to hire a certified plumbing company to inspect the winterization of all fresh water plumbing lines and winterize water fountains.
- O. CONTRACTOR will not be responsible for any freeze damage when main water cut off is not readily accessible or in an unsecured area.
- P. Install pool cover. Install winter algaecide and/or anti-stain at OWNER's request and expense
- Q. Store pool furniture (at location in pool enclosure); if pool furniture is stored off-site, there will be an additional cost of \$500.00 to the OWNER.

## **SECTION 16 – TIME CLAUSE**

- A. This Agreement shall be effective when executed or ratified by both parties.
- B. The CONTRACTOR has the option to void this agreement if it is not signed and returned to him by the OWNER within ten (10) days after the date of this agreement.

## **SECTION 17 – COMPENSATION TO CONTRACTOR**

- A. There will be a late penalty of five percent (5%) automatically imposed and assessed to OWNER on specified contract payments as stated in Section 3 of this agreement if received more than (5) days after the scheduled contract payment date or any other late invoices, plus Interest at the rate of two percent (2%) per month will be charged on all unpaid balances which are owing beginning thirty (30) days after the date which said payment is due hereunder. Although not required as part of this agreement, Contractor will send invoices out for all contract payments as a reminder that the payment is due. Contractor recommends that the Owner follows the payment schedule as specified in Section 3 to avoid any late fees.
- B. Owner agrees to pay all other invoices (repairs, products, chemicals, additional lifeguard services, etc.) within 30 days of the date on the invoice. Any invoice not paid with 30 day grace period will be subject to a 5% late fee.



- C. If it is necessary for CONTRACTOR to turn over collection to any attorney or to file suit against OWNER or OWNER's Agent for overdue amounts. OWNER agrees to pay all costs and reasonable attorney fees. If it is necessary or preferable for CONTRACTOR to refer overdue fees to a collection agency for collection, the OWNER agrees to reimburse CONTRACTOR for any fees or expenses charged by such collection agency.
- D. If paying any invoice by credit card, Owner will be charged a 3% credit card processing fee.
- E. Contractor will invoice Owner for any required membership fees, registration fees, or processing charges for invoices of 3rd party companies that the Owner requires the Contractor to join or use (i.e., Compliance Depot, RMIS, etc.). This amount billed to Owner will be the cost of the service plus \$95.00 processing fee.
- F. In the event the Federal or Local minimum wage is increased between the time of the signing of this contract and its expiration, the OWNER will pay as additional compensation hereunder, that portion of CONTRACTOR's expenses attributable to the CONTRACTOR's employees at the OWNER's pool facility. This amount will be calculated and invoiced to the Owner at an amount calculated at 120% of the minimum wage increase multiplied by the number of man hours for the season. this calculation includes workman's compensation insurance and taxes.
- G. In the event that between the effective date of this contract and the closing date of the pool, CONTRACTOR's liability insurance rate increases, the parties agree that the OWNER will pay the additional cost.
- H. The price for the service of CONTRACTOR which are set forth in Section 3 – compensation to contractor & payment schedule – was calculated based upon the number of personnel which OWNER requested be provide as per Section 2 – personnel. In the event the Local Health Department or the liability insurance, requires that CONTRACTOR have more personnel on duty than the number described in Section 2 – personnel, then and in that event, OWNER agrees to pay to CONTRACTOR all of the additional costs it incurs in the employment of such extra personnel, lifeguards, etc. and OWNER further agrees the total amount of compensation and the payment schedule set forth in Section 3 – will be amended accordingly.
- I. It is agreed and understood that CONTRACTOR may terminate this Agreement, upon seven (7) days written notice, in the event the OWNER fails to make any payment due to CONTRACTOR in accordance with the provisions of this Agreement.

## **SECTION 18 - OTHER PROVISIONS**

- A. Owner agrees that it is not a breach of this agreement if Contractor cannot supply services under this agreement by any reason of unanticipated issues, circumstances, or acts beyond Contractor's control, such as immigration and visa issues, strike, labor dispute, war, changes in laws or regulations, acts of God, or any other reason that unforeseeably delays, interferes, or limits Contractor's performance of service under this Agreement.
- B. Unless expressly noted in the special note section of this contract under Section 3, this contract has been calculated based upon a 101 day season from the Saturday before Memorial Day to Labor Day Monday. If within any calendar year of this agreement, the season calculates to a 108 day period, then the basic contract price set forth in Section 3 shall be increased by an additional 7%.
- C. Amendments, modifications, additions, or deletions to this contract shall only be valid if they are in writing and signed or initialed by authorized representatives of both parties.
- D. In the event that any part of this contract is found to be void, the remaining provisions of this contract shall nonetheless be binding with the same effect as though the void provisions were deleted.
- E. If the event that Owner changes management companies during the course of this agreement, Contractor shall not be encumbered to sign and new agreement with new management company. The original agreement as accepted by both Contractor and Owner shall prevail, and all monies previously agreed to be owed to Contractor for services rendered and to be rendered will still be owed to Contractor.
- F. During routine evaluations of the facility, safety inspectors or Contractor may determine there is a need for additional lifeguard coverage. Owner agrees to be billed at a rate of \$30.00 per man hour to supply additional lifeguard staff. Deferred payment arrangements may be available. If additional lifeguard coverage is not approved by Owner, Contractor may terminate this agreement immediately without notice and may will limit the number of patrons and restrict usage in certain areas of the pool facility.
- G. Contractor will not be responsible for any damages to furniture or equipment due to wind, rain, inclement weather, or any acts of nature.

## **SECTION 19 – MISCELLANEOUS**



This Contract embodies the entire understanding between the parties, and there are no additional verbal agreements or representations made in connection herewith.



## Winterization Checklist

Facility Name: WATER'S EDGE

Date: 10.20.17

**Filter Room:**

	Yes/No/N/A	Notes
Backwash Filters/Clean Cartridges	Y	
Drain all Lines in Filter Room	Y	
Remove and Store Water Meter	Y	
Blow out All Water Lines	Y	
Remove all Drain Plugs on All Filter Lines	Y	
Remove all Plugs from Pump Housing	Y	
Remove and Store Pump (if applicable)	Y	
Flush out and Store Chemical Feeder	Y	
Above Level Systems: Open all Valves 3/4	Y	
Below Level Systems: Close Main Drain and Return Valves	Y	
Open Skimmer and Vacuum Valves	—	
Open all Other Valves for Drainage	—	

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Pool:**

	Yes/No/N/A	
Store Equipment	Y	**If Proper Winterizing Chemicals are not purchased, Owner will be responsible for charges for extra chemicals at time of acid clean if required** Initials: _____
Cover Installed	X	
Anti-Freeze Skimmers	Y	***Owner Responsible to keep water level 6 inches below tile during Winter*** Initials: _____
Pool Lights Off	Y	Comments: _____
**Algaecide Added	Y	<u>floaters installed</u>
**Anti-Stain Treatment	Y	_____
***Water Level Lowered (18")	Y	_____

**Bathhouse:**

Blow All Water Lines	Y	Drain/Remove Vacuum Breakers	Y
Add Anti-Freeze to Sinks,	X	Remove Plugs/Freeze Caps as Required	X
Drain Toilets, Urinals	X	Turn Off Hot Water Heater	N/A
Add Anti-Freeze to Toilets, Urinals	Y	Drain Hot Water Heater	N/A
Remove Water Supply valves	Y	Drain and Store Water Fountain	Y
Open All Valves as Required	Y	Turn Off Lights	Y

\*\*Turn Off Fresh Water @ WATER HEATER ROOM Tech Initial: I.S  
 \*\*Owner Responsible for Turning Off Fresh Water at Main & Winterizing Associated Plumbing\*\* Initials: \_\_\_\_\_  
 \*\*Owner May be required to contact City/County and/or Utilize Room Heaters or Heat Tape\*\*

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

  
 \_\_\_\_\_  
 Signature/Date of Property Representative

  
 \_\_\_\_\_  
 Signature/Date of Premier Aquatics Representative