



# Olde Mill Swim Club 2018 Pool Management Agreement

This contract serves as a roadmap for required tasks.

I have highlighted the swim club's obligations in yellow and have posted this on our website, [http://www.oldemill.org/omsc\\_aux/](http://www.oldemill.org/omsc_aux/)

## PART 1 GENERAL SPECIFICATIONS

American Pool, LLC, operating as American Pool (CONTRACTOR) agrees to manage the Olde Mill Swim Club swimming facility (OWNER), located at 490 Chalet Drive; Millersville, MD 21108, from Saturday May 26, 2018 through Monday September 03, 2018 in accordance with the following specifications:

### A. POOL HOURS

Normal Operating Hours:

	<u>Open</u>	<u>Close</u>
Monday	12:00 PM	08:00 PM
Tuesday	12:00 PM	08:00 PM
Wednesday	12:00 PM	08:00 PM
Thursday	12:00 PM	08:00 PM
Friday	12:00 PM	08:00 PM
Saturday	12:00 PM	08:00 PM
Sunday	12:00 PM	08:00 PM
Holiday	12:00 PM	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	12:00 PM	08:00 PM
Sunday	12:00 PM	08:00 PM
Holiday	12:00 PM	08:00 PM

### B. PERSONNEL

1	Asst Manager	40.00 hrs/wk
1	Lifeguard	20.00 hrs/wk
3	Lifeguard	40.00 hrs/wk
1	Manager	40.00 hrs/wk

**Total Hours/Week**

**220.00**

Projected Daily Peak Bather Load: 50

### C. COMPENSATION

OWNER **agrees** to pay CONTRACTOR the amount of: \$48,702.00

The payments shall be due as follows:

January 02, 2018	\$0.00	May 01, 2018	\$8,117.00	September 01, 2018	\$0.00
February 02, 2018	\$0.00	June 01, 2018	\$8,117.00	October 01, 2018	\$8,117.00
March 01, 2018	\$0.00	July 01, 2018	\$8,117.00	November 01, 2018	\$0.00
April 01, 2018	\$8,117.00	August 01, 2018	\$8,117.00	December 01, 2018	\$0.00

### D. SPECIAL NOTES

Contract calls for two (2) guards on duty at all times and four (4) guards on duty 1pm-8pm Monday-Friday & 12pm-8pm Sat/Sun. Note, one (1) guard will leave at 6pm Monday-Thursday; Optional: one (1) guard can be cut at 6pm Friday-Saturday with Owner approval as needed (\$10.10 per man hour will be credited). Contract includes two (2) man hours daily for cleaning/prep. Contract includes an additional 12 man hours for Swim Club events

Owner/Representative  
Initials

\_\_\_\_\_



**American Pool**  
**EXTENSION OF 2018 POOL MANAGEMENT AGREEMENT**  
**Olde Mill Swim Club**

The 2018 Swimming Pool Management agreement will be extended for the 2019 season at a cost of 48,702.00.

The opening and closing dates for 2019 will be May 25, 2019 and September 02, 2019.

\_\_\_\_\_  
American Pool, LLC

\_\_\_\_\_  
Owner/Agent

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

***In order for this pricing to be honored, this extension must be returned with the 2018 signed contract.***

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. Schedule and perform opening Health Department swimming pool inspection. CONTRACTOR shall apply for the Health Department operating permit upon OWNER's request. The OWNER shall be responsible for all permit fees, including a processing fee. If an opening pool health department inspection fails due to notated health department required supplies or items to be completed prior to the health inspection by CONTRACTOR to OWNER, but are not completed or approved by OWNER, then the OWNER will be responsible for the reinspection fee. An additional service call fee may also be charged to OWNER.
- B. Remove and store on property swimming pool cover if pool is covered. If requested, CONTRACTOR will move the cover to an offsite location for a fee of \$350.00. If the cover is removed and stored at CONTRACTOR'S warehouse, the fee will be \$500.00
- C. Reclamation of pool water will be attempted as the primary opening procedure. OWNER and CONTRACTOR will meet to determine if draining and acid cleaning of the pool is necessary.
- D. Check inventory supplies.
- E. Reassemble existing filter plant and startup system after pool is filled with water.
- F. Cooperate with any CONTRACTOR'S in preparing pool for operation.

## 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 CONTRACTOR'S 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
  - 8. Test and adjust pool water chemistry

## 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 \$27.95 per hour in Montgomery County, Prince Georges County, and District of Columbia and \$26.95 per hour in all other areas. Hours outside of operating times will be calculated at the rate of \$29.95 per hour in Montgomery County, Prince Georges County, and District of Columbia and \$28.95 per hour in all other areas per hour plus a \$35 processing fee in all areas.
- 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.

## 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 and hair/lint strainers that require draining.
- D. Fill bathroom 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).
- J. Notify OWNER/AGENT on completion of pool closing and provide written report.
- K. Submit list of repair recommendations for the following season.
- L. Upon completion of winterization, CONTRACTOR assumes no responsibility for freeze damage, damage to water meters or damage or loss of any equipment or supplies. This includes any freeze break that occurs after April 1 of the following contract year.

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 (Trichlor pucks and/or sodium hypochlorite), 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.

## PART 8 – OWNER’S RESPONSIBILITIES

- A. OWNER will **be responsible** for filing all permits and associated fees. If applicable, scheduling and performing of the annual visual electrical inspections, filing for hazmat permits, 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 to the pool enclosure and facilities.
- C. **Complete** all needed repairs inside pool enclosure, such as plumbing, decking, fencing, locking mechanisms, caulking, area lights, depth markings, etc.
- 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.
- 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 **ensure** 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. OWNER will **provide** a shaded area for the lifeguard. CONTRACTOR reserves the right to provide an umbrella to provide shade for the lifeguard at which time OWNER will be invoiced the cost of said umbrella.
- 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 15<sup>th</sup> is required.
- H. HARD WIRED TELEPHONE INDEMNITY: A hard wired telephone line must be at the pool in order to ensure communications are available in the event of emergency and 911 needs to be called. The use of cellular telephones 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 telephones are subject to failure caused by poor signals and/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.
- I. 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.
- J. OWNER will **provide** CONTRACTOR and CONTRACTOR’S employees with free parking to service the facility.
- K. OWNER will **provide** all utilities; water, electricity and gas (if needed) for the operation of the pool.
- L. OWNER will **provide** CONTRACTOR with a copy of OWNERS approved pool rules for the community.
- M. OWNER will **provide** CONTRACTOR a safe working environment.
- N. 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. If paying by credit card for an invoice, a 2.5% convenience fee will be charged at the time of processing the credit card payment.
- 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 (eg. Compliance Depot) OWNER will **reimburse** VENDOR the cost of the fee plus a \$75 processing fee.
- E. 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 per Part 1.
- F. Any increases in federal, state or county 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.
- G. 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.
- H. 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.
- I. 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.
- J. This Agreement may not be amended or modified except by written instrument executed by the parties.
- K. 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.
- L. This Agreement shall be governed and construed in accordance with the laws of the State where CONTRACTOR is domiciled.
- M. Should the pool not open by 4:00 PM due to inclement weather, the pool will be closed for the remainder of the day.
- N. 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.
- O. CONTRACTOR cannot be held liable for any hydrostatic conditions that cause damage to the pool structure and surrounding area.
- P. Additional chemicals consumed over CONTRACTOR'S anticipated normal usage due to pool leakage will be billed at OWNER'S expense.



- Q. Restrictive endorsements or other statements on checks accepted by CONTRACTOR will not apply and in no way alter this contract.
- R. If "Part 1 school hours" are active as part of this contract, CONTRACTOR has set a school date of June 16th as the date the pool will go fulltime. This contract allows for adjustment and additional billing if the pool goes back prior at the rate of \$26.95 per additional lifeguard or manager hour.
- S. If OWNER is required to provide an Automated External Defibrillator "AED" due to State, County or municipal 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. AED's currently are required in Anne Arundel, Baltimore, Harford, Montgomery and Queen Anne counties.
- T. CONTRACTOR cannot guarantee the pool will open on the scheduled opening day if the contract is signed less than 30 days before said opening day.
- U. CONTRACTOR will adhere to local, county and/or state regulations regarding patron to lifeguard ratio. If additional staff is required to meet this standard CONTRACTOR will advise OWNER of the additional cost for approval. CONTRACTOR reserves the right to supply additional staff to meet a patron to guard ratio and invoice OWNER at a rate concurrent with Part 4; Section D.
- V. OWNER agrees to indemnify and hold harmless CONTRACTOR from any and all claims, actions, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs arising out of or relating to the instance of broken glass entering the pool and under the circumstances where OWNER does not approve the draining and cleaning of the pool as the remedy.
- W. If OWNER has a cartridge filter system and the cartridges need to be cleaned more than once per week, CONTRACTOR reserves the right to charge an additional service call fee of \$75.00 to clean/change said cartridges.
- X. If the start date of public school is changed after the submission of this contract, the contract can be modified to change from school hours to full time hours in August for an additional cost. Owner may elect to keep the contract the same with the existing school hours and not incur any additional cost.

## 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, which 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, 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) weeks notice. The cost associated will be separately negotiated.

**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.**

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ACCEPTED:

CORPORATE ENTITY NAME (Required):

American Pool, Inc.

\_\_\_\_\_

CONTRACTOR

OWNER/AGENT

\_\_\_\_\_

\_\_\_\_\_

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

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