

SUBMISSION FOR THE REQUEST FOR PROPOSAL

**Management of Pools, Lifeguards, Water Safety,
and Swim Lessons**

Aquatic Academy, LLC

Address: PO Box 1502, Lee's Summit, MO 64063

Website: Aquatic-Academy.com

Phone: 816-223-1882

Contact: Kristen Pryor

Email: Admin@Aquatic-Academy.com

Date: November 19, 2021



PO Box 1502
Lee's Summit, MO 64063
816-223-1882
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admin@aquatic-academy.com

Request for Proposal

Lifeguard Management and Water Safety

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Letter of Transmittal & Summary of Aquatic Academy Qualifications

Aquatic Academy (Company) (AA), LLC – is pleased to present this proposal to the Raytown School District (Customer) for Aquatic/Lifeguard and Swim Lesson Water Safety management services. Aquatic Academy has over twenty years of experience in the aquatic industry, ranging from facility management and designing revenue generating program models that drive revenue, facility program growth, and maximizes community usage and support. Aquatic Academy also trains aquatic specialists (lifeguards, swimming instructors, and aquatic facility supervisors) for school districts, private country clubs, and homeowner associations. In addition, we have developed, organized, and managed the Raytown School Districts Swim Lesson/Water Safety program since 2017. Through this partnership, our Company has gained intimate first-hand knowledge of the Districts business practices, understand the daily operation of the Raytown Wellness Center, and can maximize the usage of the aquatic facility. As a service provider for Aquatic Management Services, we are confident our Lifeguard and Swim Lesson/Water Safety management services and expertise will exceed the Raytown School District and Community's expectations. The Company will foster a clean, safe learning environment, while prioritizing and promoting the optimization of facility usage by the students and community members. We will work closely with the Raytown C2 School District and Wellness Center Administration to fully serve the Community and comply with Raytown C2 School District Board of Education policies and the rules and regulations set forth by the Board of Education, Administration and the Wellness Center.

The proposed information below will adequately detail our industry experience while also providing an overview of our service.

We appreciate you taking the time to review and consider our Proposal for Management Services. If you have any questions or comments related to this information, please do not hesitate to contact us. I, Kristen Pryor, will be your primary point of contact throughout the review and consideration of this proposal.

Sincerely,

Kristen Pryor
Aquatic Academy, LLC
PO Box 1502, Lee's Summit, MO 64063
P: 816.223.1882
E: admin@aquatic-academy.com



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Summary of Fee Statement

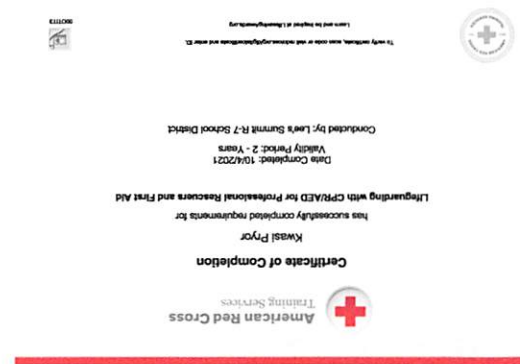
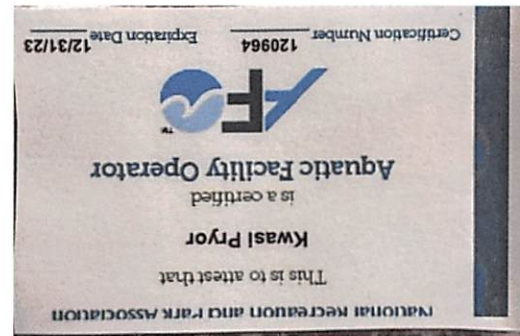
1. **PAYMENTS:** The Company hereby proposes to perform the work and services set forth above in the amount of \$247,814.00 from January 1, 2022, through December 31, 2022, or upon specification, conditions, and terms as set forth herein. Payments by Customer to Company shall be made in accordance with the following schedule:

12 Equal Monthly Payments of \$20,651.17 are due on the 1st of each month, beginning January 1, 2022.

Item Charges

Annual Staffing Cost	\$190,979.00
Printing & Binding, Clerical	\$2,775.00
Liability Insurance	\$9,500.00
Workman's Compensation Insurance	\$2,500.00
General Supplies	\$1,500.00
Payroll Cost	\$3,360.00
ARC Training Cert 30 Participants	\$1,200.00
Annual Management Fee	\$36,000.00
Total	\$247,814.00

Copy of Certificates





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Lifeguard & Swim Instructor Schedule

Fall-Winter-Spring Staff Weekly Work Schedule Format January 1- May 31 & August 1- December 3, 2022

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Lifeguard	Lifeguard	Lifeguard	Lifeguard	Lifeguard	Lifeguard	Lifeguard
5am - 12pm Lifeguard	5am - 12pm Lifeguard	5am - 12pm Lifeguard	5am - 12pm Lifeguard	5am - 12pm Lifeguard	6:45am - 1:30pm Lifeguard	6:45am - 11:30am Lifeguard
12pm - 3pm Lifeguard	12pm - 3pm Lifeguard	12pm - 3pm Lifeguard	12pm - 3pm Lifeguard	12pm - 3pm Lifeguard	8:45am - 1:30pm Lifeguard	8:45am - 11:30am Lifeguard
3pm - 9pm Lifeguard 1 Lifeguard 2	3pm - 9pm Lifeguard 1 Lifeguard 2	3pm - 9pm Lifeguard 1 Lifeguard 2	3pm - 9pm Lifeguard 1 Lifeguard 2	3pm - 9pm Lifeguard 1 Lifeguard 2		
Supervisor	Supervisor	Supervisor	Supervisor	Supervisor	Supervisor	Supervisor
4pm - 9pm Supervisor	4pm - 9pm Supervisor	4pm - 9pm Supervisor	4pm - 9pm Supervisor	4pm - 9pm Supervisor	8:30am - 1:30pm Supervisor	8:30am - 11:30am Supervisor
Swim Instructor	Swim Instructor	Swim Instructor	Swim Instructor	Swim Instructor	Swim Instructor	
5:15pm - 7:45pm Instructor 1 Instructor 2 Instructor 3 Instructor 4		5:15pm - 7:45pm Instructor 1 Instructor 2 Instructor 3 Instructor 4			8:45am - 12:15pm Instructor 1 Instructor 2 Instructor 3 Instructor 4	



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Summer Staff Weekly Work Schedule Format June 1-July 30, 2022

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Lifeguard	Lifeguard	Lifeguard	Lifeguard	Lifeguard	Lifeguard	Lifeguard
5am - 12pm Lifeguard	5am - 12pm Lifeguard	5am - 12pm Lifeguard	5am - 12pm Lifeguard	5am - 12pm Lifeguard	6:45am - 2:00pm Lifeguard Lifeguard	6:45am - 11:30am Lifeguard Lifeguard
8am - 12pm Lifeguard	8am - 12pm Lifeguard	8am - 12pm Lifeguard	8am - 12pm Lifeguard	12pm - 3pm Lifeguard		
12pm - 3pm Lifeguard	12pm - 3pm Lifeguard	12pm - 3pm Lifeguard	12pm - 3pm Lifeguard	3pm - 9pm Lifeguard Lifeguard		
3pm - 9pm Lifeguard Lifeguard	3pm - 9pm Lifeguard Lifeguard	3pm - 9pm Lifeguard Lifeguard	3pm - 9pm Lifeguard Lifeguard			
Supervisor	Supervisor	Supervisor	Supervisor	Supervisor	Supervisor	Supervisor
8am - 1pm Supervisor	8am - 1pm Supervisor	8am - 1pm Supervisor	8am - 1pm Supervisor	1pm - 9pm Supervisor	8am - 1:30pm Supervisor	8am - 11:30am Supervisor
1pm - 9pm Supervisor	1pm - 9pm Supervisor	1pm - 9pm Supervisor	1pm - 9pm Supervisor			
5:15pm - 7:45pm Supervisor	5:15pm - 7:45pm Supervisor	5:15pm - 7:45pm Supervisor	5:15pm - 7:45pm Supervisor			
Swim Instructor	Swim Instructor	Swim Instructor	Swim Instructor	Swim Instructor	Swim Instructor	Swim Instructor
8:30am - 12:15pm Instructor 1 Instructor 2 Instructor 3 Instructor 4	8:30am - 12:15pm Instructor 1 Instructor 2 Instructor 3 Instructor 4	8:30am - 12:15pm Instructor 1 Instructor 2 Instructor 3 Instructor 4	8:30am - 12:15pm Instructor 1 Instructor 2 Instructor 3 Instructor 4		8:30am - 12:15pm Instructor 1 Instructor 2 Instructor 3 Instructor 4	
5:15pm - 7:45pm Instructor 1 Instructor 2 Instructor 3 Instructor 4	5:15pm - 7:45pm Instructor 1 Instructor 2 Instructor 3 Instructor 4	5:15pm - 7:45pm Instructor 1 Instructor 2 Instructor 3 Instructor 4	5:15pm - 7:45pm Instructor 1 Instructor 2 Instructor 3 Instructor 4			

Certificate of Insurance

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)		
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>						
PRODUCER Risk Management Services, Inc. P.O. BOX 32712 Phoenix AZ 85064-2712		CONTACT NAME Debra J Williams PHONE (A/C, No, Ext): (602) 840-3234 FAX (602) 274-9138 EMAIL ADDRESS: info@theriskpeople.com				
INSURED Aquatic Academy LLC 2708 SE Melissa Drive Lee's Summit, MO 64063		INSURER(S) AFFORDING COVERAGE		NAIC #		
		INSURER A: National Casualty		11991		
		INSURER B: Gerber life Insurance Co		70939		
		INSURER C:				
		INSURER D:				
		INSURER E:				
		INSURER F:				
COVERAGES CERTIFICATE NUMBER: Cert ID 23810 REVISION NUMBER:						
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <u>Participant Legal</u> <input checked="" type="checkbox"/> <u>Liability Included</u> GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER Per Insured		KRO-88166-00	05/30/2021	05/30/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 ABUSE/MOLESTATION \$ 250,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		KRO-88166-00	05/30/2021	05/30/2022	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	AD & D XS Medical/Dental		03-071691-21	05/30/2021	05/30/2022	Maximum Limit: \$ 5,000 Maximum Limit: \$ 25,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Verification of General Liability coverage for Swimming Lessons. Excess Medical/Dental coverage provided for the Insured's Participants only. A 30 Day Cancellation notice applies per policy provisions. Blanket Additional Insured applies if required by contract.						
CERTIFICATE HOLDER				CANCELLATION		
TO WHOM IT MAY CONCERN				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
				AUTHORIZED REPRESENTATIVE 		



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Certificate of Workers Compensations



Workers Compensation and Employers Liability Insurance Policy

Policy Number	Policy Period	
	From	To
WCV 6221042	06/04/2021	06/04/2022
<small>12:01 A.M. Standard Time at the described location</small>		

Transaction	
INFORMATION PAGE NEW BUSINESS	
Named Insured and Address	Agent
AQUATIC ACADEMY LLC 2708 SE MELISSA DR LEES SUMMIT MO 64063	ESTAL INS & FINANCIAL SERVICES 1656 BRYAN RD O'FALLON MO 63368 Telephone: 636-978-3696 9041081

ENDORSEMENT SCHEDULE

State	Form Nbr.	Ed. Date	Description
MO	WC240602B	(7/06)	MO PROP & CAS GUARANTY ASSOC
MO	WC240604C	(9/19)	MO AMENDATORY ENDORSEMENT
MO	WC990660	(5/17)	EXECUTION CLAUSE ENDORSEMENT

WC000001A 0588

INSURED COPY

Printed on 06/04/2021

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Aquatic Academy References

1. Berry Pinney

The Paddock HOA
Contact: berrypin@gmail.com

2. Glen Westhoff

Oak Hill South HOA
Contact: gpwesthoff@icloud.com

3. Jason Asbra

Hallbrook Country Club General Manager
Contact: jasbra@hallbrookcc.org

4. Andrew Bohl

Commercial Aquatics
Contact: andrew@commercialaquatics.com

Aquatic Academy Agreement

Lifeguard Management and Annual Swim Lesson/Water Safety Services Agreement

Lifeguard Management:

2. OPERATIONAL TIMES:

Pool Hours:

Monday-Thursday	5:00 AM-8:00 PM
Friday	5:00 AM-7:00 PM
Saturday	7:00 AM-2:00 PM
Sunday	7:00 AM-11:00 AM

(At least one lifeguard will be on duty to supervise participants in the water during Operational Times)

Closed on: New Year's Day, Easter, Memorial Day, 4th of July, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve.

3. SCOPE OF SERVICE:

- Maintain a safe, inviting aquatic environment using our daily task checklist and program calendars for staff.
- Monitor and chart water chemistry readings for both pools at a minimum, twice per day.
- Maintain national, regional, and local pool water chemistry standards for chlorine, PH, calcium hardness, and alkalinity. If needed, perform manual adjustments adding chemicals to the pool to ensure water chemistry is balanced.
- Clean pool pump strainer baskets as needed or at least once per month.
- Perform backwashing cycles once per month or as needed.
- Provide preventative maintenance and equipment checks on all pool operation equipment.
- Brush and vacuum both swimming pools a minimum of two times per week or as needed.
- The Company will share a record of all operational issues, concerns, and safety hazards requiring immediate attention with the Customer.
- Vandalism, defecation/vomiting and/or acts of God, incidence requiring additional equipment, personnel, time, and pool chemicals, will be billed on a separate invoice accordingly.
- Interview, hire, train, Pre-screen and Certify prospective supervisors, lifeguards, and swimming instructors.
- Conduct daily staff In-service training.
- Advertise and market Swim Lesson programs and the Wellness Center through social media/company marketing sources.

Swim Lesson/Water Safety Program

4. OPERATIONAL TIMES:

Fall, Winter, Spring: September 2022-May 2023

PM Tuesday & Thursday	5:30p, 6:05p, 6:35p
AM Saturday Morning	9:00a, 9:45a, 10:30a

Swim Lesson Program Days & Hours June 1, 2022-December 31, 2022

AM Monday-Thursday	9:00a, 9:35a, 10:10a, 10:45a, 11:20a
PM Monday & Wednesday	5:30p, 6:05p, 6:35p
PM Tuesday & Thursday	5:30p, 6:05p, 6:35p
AM Saturday Morning	9:00a, 9:45a, 10:30a

5. SCOPE OF SERVICE:

- Manage, Direct, and Lead Swim Lesson/Water Safety Program
- Promote Community Water Safety Initiative and the Raytown School District
- Interview, Prescreen, Hire, and Train Swim Instructor Staff



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- Certify Swim Instructors in First Aid, CPR, and AED training
- Provide an advanced program model for continued aquatic educational and program development
- Promote, Advertise, and Market Swim Lesson Programs

6. **PAYMENTS:** The Company hereby proposes to perform the work and services set forth above in the amount of \$247,814.00 from January 1, 2022, through December 31, 2022, or upon specification, conditions, and terms as set forth herein. Payments by Customer to Company shall be made in accordance with the following schedule:

12 Equal Monthly Payments of \$20,651.17 are due on the 1st of each month, beginning January 1, 2022.

Item Charges

Annual Staffing Cost	\$190,979.00
Printing & Binding, Clerical	\$2,775.00
Liability Insurance	\$9,500.00
Workman's Compensation Insurance	\$2,500.00
General Supplies	\$1,500.00
Payroll Cost	\$3,360.00
ARC Training Cert 30 Participants	\$1,200.00
Annual Management Fee	\$36,000.00
Total	\$247,814.00

7. **ACCEPTANCE:** Acceptance of this Agreement by Customer through signatures below, along with any payments due above, will constitute a contract entered into in accordance with the specifications, terms, and conditions, and appendices attached hereto. The Customer may cancel the agreement for non-performance by the Company. The Customer agrees to the contract specifications in the proceeding body Agreement. Any changes must be listed in a separate Addendum.

LIFEGUARD MANAGEMENT EFFECTIVE DATE: This Agreement, when executed by both parties hereto, shall become effective on the date of January 1, 2022-December 31, 2022. This agreement shall then continue from year to year on the same terms and conditions set forth herein, at an amount not to exceed an increase of ten (10%) each swim year. If Customer desires not to renew and extend this agreement as provided herein, Customer shall provide Company with written notice by certified mail delivered to PO Box 1502, Lee's Summit, MO 64063, before February 1 of each year.

SWIM LESSON WATER/SAFETY EFFECTIVE DATE: When executed by both parties hereto, this agreement shall become effective on the date of June 6, 2022, to December 31, 2022. This agreement shall then continue from year to year on the same terms and conditions set forth herein, at an amount not to exceed an increase of ten (10%) each swim year. If Customer desires not to renew and extend this agreement as provided herein, Customer shall provide Company with written notice by certified mail delivered to PO Box 1502, Lee's Summit, MO 64063, before September

PAYMENT DISCLOSURE: The Company hereby proposes to perform the work and services set forth above for the year upon specification, conditions, and terms as set forth herein in accordance with section **PAYMENTS**. Payments by Customer to Company shall be made in accordance with the section **PAYMENTS**.

Contract Payments are due as indicated above. Any contract payment not made within five (5) days of the dates listed above shall be subject to a delinquent payment fee of five percent (5%) of the amount due or any portion thereof. In the event contract payments are not received within ten (10) days of the dates listed above, the Company shall have the right, at its option, and within its sole discretion, to interrupt its services under this agreement and to withdraw and remove all personnel and supplies from Customer's facilities without any further or additional notice to Customer. Any and all other Payments, including, but not limited to, payments for repairs, parts, equipment, or labor, must be accompanied by a fifty percent (50%) deposit. Furthermore, any payments not made on or before ten (10) days from the due date shall be subject to a delinquent payment of five percent (5%) of the amount due or any portion thereof. In the event payments are not received fifteen (15) days from the due date, the Company shall have the right, at its option, and within its sole discretion, to interrupt or terminate its services under this agreement and to withdraw and remove all personnel and any unpaid for parts, equipment, and/or supplies from Customer's facilities without any further or additional notice

to Customer. Any such interruption or termination notwithstanding, Customer shall be fully responsible for all payments provided herein.

In the event that the Company elects to pursue collection of any amounts due under the Agreement, Customer shall pay all said amounts, together with interest at the rate of 18% per annum from the date the same became due, together with any and all cost of collection, including and together with any and all reasonable litigation expenses, including reasonable attorney's fees.

CANCELLATION: The Customer shall have the right to cancel this agreement based on the Company's non-performance of duties and responsibilities as follows:

- (1) Customer shall notify Company during the swim season by both certified mail and phone of any problems regarding performance as detailed in the agreement. The Company shall have five (5) business days following receipt of certified notification to remedy the stated violation of the agreement.
- (2) If Company fails to remedy the violation during the swim season and within the "Remedy Period,"; Customer may then cancel this agreement by providing the Company with written notice of cancellation via certified mail within ten (10) days of the end of the remedy period. This agreement shall then terminate five (5) days after the receipt thereof by the Company. (the "Termination Date")
- (3) If the Customer terminates the agreement by procedure stated above, the Customer shall be entitled to a refund for monies paid in advance. Refund to Customer shall be calculated as follows:
 - a. Divide the contract price by the total of days of operation (the first day of the contracted swim season to the last day of the contracted swim season as determined in section 1 of this agreement). This daily operation cost shall be multiplied by the number of days the facility was operated under this agreement. That amount shall be subtracted from the amount of the contract price paid to the Company by Customer as of the termination date. The Company shall refund fifty percent (50%) of the remaining amount paid to the Company by Customer as of the termination date.
- (4) Refund shall be paid within fourteen (14) business days after termination.

STANDARD WATER SAFETY STANDARDS: The Company shall maintain adequate staffing levels as provided for in section OPERATIONAL TIMES to meet the required American Red Cross standard for patron surveillance. The Company defines minimum water safety standards in accordance with the American Red Cross, "the reasonable supervision and protection afforded to swimmers in aquatic facilities, located on the premises of an aquatic facility including recreational pools. The Company shall retain personnel and staff that will meet the lifeguard certification standards set forth by the American Red Cross and the Local or State Department of Public Health.

The Customer agrees, unless otherwise agreed upon, to provide all aquatic safety rescue equipment necessary to provide quality care for swimmers who patronize the swimming facility including, but not limited to, minim one backboard, supplemental oxygen, Automatic External Defibrillators (AED), seal-easy face masks, Bag Valve Masks (BMV's) (for adult/children/infant), first aid kits, bloodborne kits, ring buoy with ropes, extension pole with shepherd's hooks, fanny packs, surgical gloves, and one V-vacuum suction devise.

The Company shall provide one unannounced safety audit per quarter and report the finding of the audit upon completion. The audit shall include an unedited video and a written report.

If the Customer holds monthly staff meetings Company agrees to designate a representative to attend Customer's "monthly" meetings to report on the aquatic facility's operations. The Customer agrees to provide Company a 30-day notice of Customer's scheduled "monthly" meetings.

The Company shall develop an Emergency Action Plan (EAP) to maintain overall safety for the Customer's facility, which the Customer must approve in writing. Copies of the EAP will be made available one week before the Agreement start date.

Unless otherwise agreed upon, the Customer agrees to provide Coast Guard Approved Life Jackets for all swimmers at the Customer's facility less than 48" (inches) and unable to pass a standard swim test or under twelve years of age. This water safety

equipment is necessary to provide quality care for swimmers who patronize the facility to ensure their water safety. The Company agrees to provide proper signage and measuring instruments to measure swimmers who are less than 48" (inches) tall. Swimmers shorter than 48" tall will be required to wear Coast Guard-approved Life-Jackets (CGALJ) if they are not accompanied by an adult in the water. In addition, the Company will administer a water safety "Swim Test" requiring a swimmer to swim one length of the pool or tread water for 60 seconds to test the swimmer's "basic" water safety swimming skills.

The Customer's facility shall be separated into "safety zone(s)." The Company shall assist the Customer in determining water safety square footage. The Company shall recommend an adequate number of safety zones to provide the highest level of supervision and water safety based on local and state regulations and the required American Red Cross standard for patron surveillance. The Company recommends that supervision by certified personnel be required for any use of the pool. The Customer agrees to indemnify and hold Company harmless for any claims arising from the use of the facility other than during supervised hours. The Company agrees to write a schedule per the conditions of this agreement except where the schedule is changed due to inclement weather, low bathing load, repairs, fecal contamination, or the Customer's request for modification of personnel's shifts. The Company shall schedule personnel to operate the facility in accordance with the section OPERATIONAL TIMES listed above.

MINIMUM LIFEGUARD COVERAGE WATER SAFETY STANDARDS: The Company shall provide certified lifeguards for the times listed in section OPERATIONAL TIMES that meet the required American Red Cross lifeguard certification standards for patron surveillance. The Company defines water safety standards per the American Red Cross lifeguard coverage standards and the Jackson County health departments, Aquatic Venues health code. Thus, water safety standards mean "the reasonable supervision and protection afforded to swimmers in the pool area, located on the premises of the Raytown School District Wellness Center's aquatic facility including recreational and leisure pools. The Company shall retain personnel and staff that meet the lifeguard certification standards set forth by the American Red Cross and the Local or State Department of Public Health.

The Customer agrees, unless otherwise agreed upon, to provide all aquatic safety rescue equipment necessary to provide quality care for swim lesson students who patronize the swimming facility including, but not limited to, a minimum of one backboard, Automatic External Defibrillators (AED), seal-easy face masks, Bag Valve Masks (BMV's) (for adult/children/infant), first aid kits, bloodborne kits, ring buoy with ropes, extension pole with shepherd's hooks, fanny packs, and surgical gloves.

Note: If Customer elects to change the schedule in accordance with section OPERATIONAL TIMES any time during this agreement, the Customer agrees to provide seven-day written notice to allow the company time to accommodate schedule change.

Under normal conditions, at least one (1) personnel shall be at the pool site from Monday – Friday, 6:00 am-3:00 pm, and at least two (2) personnel shall be at the pool site for all other normal or peak hours, determined by Customer. The Company may assess personnel requirements based on bathing load, pool size, established safety zone(s), and the American Red Cross standard for patron surveillance. Company shall notify Customer of any necessary staffing increases to accommodate for; heavy usage, private parties or events, holidays and/or other activity that arises that is not a "normal condition" of the facility.

PERSONNEL: Company personnel who work at the Customer's facility fulfilling the terms of this agreement shall be employees of the Company and be directed solely by the Company.

1. The Company shall maintain personnel to perform the Company's responsibilities hereunder. The Company shall have sole and complete authority for recruiting, hiring, training, promoting, supervising, compensating, motivating, and disciplining such personnel for establishing the terms and conditions for their company culture and work environment. Such staff shall be under the Company's exclusive direction and control.
2. The Company shall train personnel. Personnel not performing up to the standards of the Customer will be replaced by the Company upon receipt of a written request by Customer or designated representative.
3. Personnel shall have the authority to discipline patrons at the Customer's facility within their best judgment and sole discretion consistent with the published and posted rules of the Customer and minimum safety standards as established herein.
4. Personnel is not required to tolerate abusive language or physical confrontations by facility members or guests. If either occurs, Company staff will request the guest to leave the active area and/or premises. Should the guest not comply, the local authorities shall be called.

5. . The Company has the authority to call the appropriate law enforcement authority for assistance and/or arrest if the Company feels this action is in the best interest of other facility members or guests and/or company personnel.
6. The Customer remains solely responsible for decisions to readmit anyone temporarily banned from the Customer's facility. Decisions to temporarily halt or readmit violators shall be immediately conveyed in writing between the parties to this agreement.
7. Anyone not abiding by the rules or blatantly disregarding them shall be warned and may be asked to leave the pool and/or facility. Should any individual pose an ongoing problem, that matter will be brought to the attention of the Company's office and Customer's contact person.
8. The Company's management staff shall train personnel on the operation of the Customer's facility.
9. The Company's staff shall supervise personnel.
10. The Company will invest substantial resources in training and conveying information concerning operational techniques and management procedures to its personnel at the Customer's facility. The Customer acknowledges that such information and investment is a valuable asset of the Company's business. Accordingly, Customer agrees not to hire or contract (without the prior written consent of Company) any personnel or former personnel of the Company directly or indirectly to work at, service, or be connected in any way with the facility named herein for one (1) year from the date of expiration or cancellation of this agreement. Customer further agrees not to contract for aquatic management, maintenance, or services as described herein with any other company or individual who makes use of former Company's personnel to work at, service, or be connected in any way at the facility named herein for a period of one (1) year from the date of expiration or cancellation of this agreement.

LIFEGUARD PERSONNEL RESPONSIBILITIES: Personnel is required to be responsible for the following duties:

- Supervise the aquatic/pool area.
- Lead water safety and swimming initiative
- We are enforcing Customer and Company's rules for the safety and wellbeing of Customer' patrons.
- Manage and monitor the Customer's usage of the facility.
- Assist with picking up trash, vacuum swimming pool, and maintain a safe facility.
- Lock and secure facility upon closing if requested.
- The Customer agrees to report and document any action that may jeopardize the spirit and content of this agreement to the Company's office.

ADDITIONAL LIFEGUARD PERSONNEL: The Company agrees to schedule personnel for extra hours of operation at the written request of the Customer and subject to the following:

1. At the Customer's option, the Company shall schedule personnel for additional hours of operation not covered in section OPERATIONAL TIMES. The Customer agrees to be responsible for giving the Company no less than seven (7) days of prior written notice. The cost for additional hours not covered by this agreement in section OPERATIONAL TIMES is \$25.50 per hour per person. Additional hours are subject to the availability of personnel.
2. The Company shall not schedule any personnel beyond the hour of 11:00 pm.
3. Additional personnel scheduled by Company shall be at the rate of \$25.50 per hour. The amount shall be payable to the Company with the seven (7) days prior written notice. This cost is an addition to the fees as provided hereinafter.

SWIM LESSON PERSONAL RESPONSIBILITIES: Personnel is required to be responsible for the following duties:

- Supervise swim lesson program.
- Lead and support all water safety and swimming initiatives.
- Manage and operate the swim lesson program.
- Enforce Customer and Company rules for the general safety of patrons.
- The Customer agrees to report and document any action that may jeopardize the spirit and content of this agreement to Company officials.



ADDITIONAL SWIM LESSON PERSONNEL: The Company agrees to schedule personnel for extra hours of operation at the written request of the Customer and subject to the following:

1. At the option of the Customer, the Company shall schedule personnel for additional classes/hours of operation not covered in section OPERATIONAL TIMES-Swim Lesson Days and Hours. The Customer agrees to notify Company in writing fifteen (15) days before the "addition of extra classes." The cost for additional class/hours not covered by this agreement in section OPERATIONAL TIMES-Swim Lesson Days and Hours is \$320 per class and \$15 per hour per additional staff member. The amount shall be payable to the Company with the thirty (30) day prior written notice. This cost is an addition to the fees as provided herein.
2. Additional hours are subject to the availability of personnel.
3. Additional personnel scheduled by Company shall be at the rate of \$15.00 per hour.

UNUSUAL CONDITIONS: Emergency Closing of facility: The Customer and/or the Company may close the facility in an emergency, whether the emergency is caused by a breakdown of equipment, an act of God, repairs, or any other causes outside the control of the Company. This shall not require any change or adjustment in any provisions of the agreement. Should a time-lapse of more than five (5) days be necessary to perform repairs and/or restore the pool to standard operation Company shall refund fifty percent of the daily operational cost to the Customer until the facility is reopened for regular operation.

The facility shall be closed to swimming in cases where Fecal Matter is present. In addition, to comply with national, state, and local codes and recommendations, the Company shall close the Customer's facility if fecal matter, vomit, or blood should contaminate the pool.

Although glass is not permitted in the facility area during operation, glass can enter the facility area due to vandalism or after-hour parties glass brought into the facility. Generally, colored glass entering the pool can be identified and removed. Clear glass is not easily seen, and it is a requirement of the local and state health department that the pool is closed and cleaned.

REPAIR WORK: The Company shall stand ready to perform any minor repair work needed during the term of this agreement. It is understood that repair work is an independent covenant of this contract and notwithstanding any alleged breach of any other covenant. The Customer remains solely responsible for the labor and parts to repair its pumps, filters, chemical injection systems, and any other physical items not specifically mentioned. Customers shall have the option of using other contractors for repair work. Work performed by the Company shall be invoiced as follows:

1. Any work of equipment to be provided by the Company or Company's Sub Contractors shall be undertaken only upon authorization of the designated representative of the Customer. Upon authorization, the Company shall perform work and invoice the Customer. The Customer agrees to pay repair bills and invoices per section PAYMENT DISCLOSURE.
2. The Company shall arrange for repair of plumbing or electrical equipment/services at the Customer's request. The Customer agrees to pay the invoice in accordance with section PAYMENT DISCLOSURE.
3. The Company shall assist the Customer with regards to any necessary repairs.

INSURANCE/LIABILITY: The Company shall maintain the following coverage:

- 1) Worker's Compensation insurance coverage for all staff and persons engaged on behalf of the Company in the performance of the terms of this agreement.
- 2) General liability insurance in the amount of \$1,000,000.00

The Company assumes no liability for any damages or injury to any persons or property arising from or caused by Acts of God. Except as to the employees of the Company, Company assumes no liability for any damage or injury to the persons or property arising from or caused by physical or mental incapacity, physical or psychological diminution, or intoxication from alcohol or other substances, whether legal or illegal. The Company assumes no liability for the acts of any "Good Samaritan" or "First Responders." The Company shall not be liable or responsible to any person or entity for any loss, injuries and/or damages that arise at any time, except such loss, injuries and/or damages that are the direct result of acts or omissions of



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the Company or its employees. The Company shall not be liable for loss of or damage to the personal property of any person or persons utilizing the pool or its facilities. The Customer further agrees to indemnify and hold the Company harmless from any and all claims (including claims of vicarious and/or joint and several liabilities), injuries or damages to persons or property arising from any event or circumstance occurring at the pool or its facilities except for those acknowledged by the Company as, or proven in a legal proceeding to be, proximately caused by the negligence or gross negligence of the Company or its employees.

The Customer agrees to maintain and keep in full force and affect the following coverage:

1. Premises liability insurance.
2. Comprehensive general liability insurance in the amount of \$1,000,000.00 for each accident/each person.
3. Workman's Comp

The Company shall not be liable for claims arising from defects in the Customer's premises, equipment, amenities, furniture, or recreation equipment. The Customer asserts and attests that all items are in a safe and usable condition and meet any and all necessary standards for usage. The Company may notify the Customer of any conditions that may pose a hazard but is not required to do so. It is the sole responsibility of the Customer to repair, remove or replace any defective items that are the property of the Customer.

Customer agrees to provide Company with proof of insurance in the form of Certificates of Insurance verifying the insurance mentioned above coverage.

TELEPHONE: The Customer agrees to be responsible for and provide an operational touch-tone phone accessible to personnel at the pool site. Consistent with Jackson County health department regulations and for safety reasons facility shall only be open when the landline telephone is operational. The phone must be capable of receiving incoming calls and be a dedicated landline for communication and management purposes. The phone cannot be cellular or portable because the facility location and address will not register with Emergency Services.

FIRST AID KIT: Customer agrees to be responsible for supplying and maintaining a completely stocked first aid kit, consistent with Jackson County health department regulations. The Customer agrees to provide and pay for a first aid kit or supplies as needed.

MISCELLANEOUS:

1. The Customer agrees to communicate any comments, suggestions, or complaints concerning the facility, facility staff, or management service directly to the Company.
2. The Company shall assume no responsibility or liability at the facility before or after specified hours of operation.
3. To comply with national, state, and local codes and recommendations, the Company shall close the Customer's pool if fecal matter, vomit, or blood should contaminate the pool.
4. If there is a change in the local, state or federal laws concerning minimum wage or any other cost aspect relating to this proposal, the Company may present additional charges to the Customer for Customer's approval.
5. The Company reserves the right to close the facility if the air temperature is lower than 75 degrees or poor air quality. This shall not require any change or adjustment to any provision to this agreement.

COMPANY CONTACT PERSON: Please direct all Company communication to the following Company/Representative: The Company agrees at least one of the designated "contact person(s)" below is an elected official and/or officer of the Company organization.

Contact Person:

Name: Kristen Pryor

Address: PO BOX 1502

Phone: 816-223-1882

Email: admin@aquatic-academy.com



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www.aquatic-academy.com
admin@aquatic-academy.com

VENUE AND GOVERNING LAW: This Contract shall be governed by and construed according to the Laws of the State of Missouri. Venue for any disputes arising out of this Contract shall be in the State or Superior Courts of Jackson County, Missouri.

ENTIRE AGREEMENT, MODIFICATION, AND BINDING EFFECT: This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements, understandings, or negotiations, written or oral. This agreement shall be binding to ensure the benefit of the Customer and Company and to their respective heirs, successors, and assigns.

STRICT COMPLIANCE: No failure of the Company to exercise any power or right granted herein or to insist compliance by Customer with its obligations and duty herein shall constitute a waiver of Company's right to demand strict compliance with the provisions hereof at any time.

SEVERABILITY: If any term or provision of this agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

HOLD HARMLESS: All parties hereby covenant and agree to (1) indemnify and hold Holder harmless from any against all claims, injuries, suits and damages arising out of the performance of Holder of its duties; (2) not to sue Holder for any decisions of Holder to disburse earnest money in accordance with the Agreement.

NONWAIVER: Customer and Company agree that no failure to exercise and no delay in exercising any right, power or privilege under this agreement on the part of either party shall operate as a waiver of any right, power, or privilege under this agreement.

EXTENSIONS: Unless otherwise agreed to by Customer and Company in writing, the terms of this agreement shall apply to all extensions and renewals thereof.

ATTORNEYS FEES: In the event of Customer's Breach Agreement or legal action to enforce the rights of Company under the terms of this agreement, the parties agree that the Company shall be entitled to receive as additional damages, any and all litigation expenses, including attorney's fees.

AQUATIC ACADEMY

By: Kristen Pryor
Aquatic Academy, LLC
Date: November 12, 2021

RAYTOWN WELLNESS CENTER

Name: _____
Signature: _____
Date: _____

END OF AQUATIC ACADEMY AGREEMENT