



**SUBMISSION FOR POOL MANAGEMENT AND SWIM LESSON SERVICES**

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

**Aquatic Academy, LLC**

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

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Email: [Admin@Aquatic-Academy.com](mailto:Admin@Aquatic-Academy.com)

Date: May 1, 2023



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## **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, design and managing aquatic revenue-generating program models. 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 managed and organized the Raytown School Districts Swim Lesson/Water Safety program since 2017, and provided Lifeguard and Facility Management services. Through this partnership, our Company has gained intimate first-hand knowledge of the Districts business practices and understand the daily operational needs of the Wellness Center and the day-to-day operational needs 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. Our daily management services will foster a safe learning and recreational environment while prioritizing and promoting the optimization usage by students and community members to frequent the Wellness/Aquatic Center.

The two-part 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](mailto:admin@aquatic-academy.com)



## Aquatic Academy Agreement

### Lifeguard Management and Swim Lesson/Water Safety Services Agreement

#### Lifeguard Management

**1. OPERATIONAL TIMES:**

Pool Hours:

Monday-Thursday	5:00 AM-8:00 PM
Friday	5:00 AM-7:00 PM
Saturday	7:00 AM-1:00 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)

**2. SCOPE OF SERVICE:**

- Maintain a safe, create an 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, and Pre-screen prospective supervisors, lifeguards, and swimming instructors.
- Conduct staff In-service training
- Advertise and market the Wellness Center through social media/company marketing sources.

#### Swim Lesson/Water Safety Program

**3. OPERATIONAL TIMES:**

Summer Days & Hours: July 1, 2023-August 5, 2023/June 3, 2024-July 1, 2024

AM Monday-Thursday	9:00a, 9:35a, 10:10a, 10:45a
PM Monday & Wednesday	5:30p, 6:05p, 6:40p
PM Tuesday & Thursday	5:30p, 6:05p, 6:40p
AM Saturday Morning	9:00a, 9:50a, 10:40a

Winter, Spring: September 5, 2023-May 18, 2024

PM Tuesday & Thursday	5:30p, 6:05p, 6:35p
AM Saturday Morning	9:00a, 9:50a, 10:40a

**4. 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
- 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 Program through social media/company marketing source



(Pilot) Adult Swim Lesson Program At No Cost to the District

**5. OPERATIONAL TIMES:**

Adult Swim Program Days & Hours September 11, 2023-December 20, 2023

AM Monday & Wednesday	9:00a *6 (30) minute classes
AM Saturday	8:30a *4 (40) minute classes
PM Monday & Wednesday	6:00p *6 (30) minute classes

**6. SCOPE OF SERVICE:**

- Manage, direct, and lead Adult Learn to Swim/Water Safety Program
- Promote Community Water Safety Initiative and the Raytown School District
- Interview, Prescreen, Hire, and Train Swim Instructor Staff
- 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 through the District.

(Pilot) High School Swim Program At No Cost to the District

**7. OPERATIONAL TIMES:**

HS Swim Program Days & Hours September 9, 2023-September 30, 2023

AM Saturday	10:00a-10:45a *4 (45) minute classes
PM Monday & Wednesday	6:35p-7:05p *6 (30) minute classes

**8. 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
- 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 through the District.

Private Swim Lessons

**9. OPERATIONAL TIMES:**

Private Swim Lessons Days & Hours July 1, 2023-June 30, 2024

Saturday	8:00a-9:00a 12:00p-1:00p
Monday, Wednesday, Friday	9:00-12:00p & 4:00p-7:30p

**10. SCOPE OF SERVICE:**

- Manage, Direct, and Lead Private Swim Lesson Program
- Promote Community Water Safety Initiative and the Raytown School District
- Interview, Prescreen, Hire, and Train Swim Instructor Staff
- Certify Swim Instructors in First Aid, CPR, and AED training
- Provide an advanced program model for continued aquatic educational and program development

11. **PAYMENTS:** The Company hereby proposes to perform the work and services set forth above in the amount of **\$247,814.00** from July 1, 2023, through June 30, 2024, 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 July 1, 2023.



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12. **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 July 1, 2023-June 30, 2024. 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 November 1 of each year.

**WATER SAFETY SWIM LESSON/EFFECTIVE DATE:** When executed by both parties hereto, this agreement shall become effective on the date of July 1, 2023-June 30, 2024. 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 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 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:



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- 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.

The Customer agrees, unless otherwise agreed upon, to provide an ample amount of Coast Guard Approved Life Jackets for all swimmers at the Customer's facility that is less than 48" (inches), 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 standardize swimmers who are less than 48" (inches) to provide the Coast Guard Approved Life-Jackets (CGALJ). The Company shall provide and administer a water safety "Swim Test" (swim one length of the pool and tread water for 60 seconds) for swimmers that are 48" (inches) or less, or under the age of twelve, to test their "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.

**SWIM LESSON MINIMUM WATER SAFETY STANDARDS:** The Company shall maintain and provide a minimum of one certified lifeguard for the times listed in section OPERATIONAL TIMES that meet the required American Red Cross lifeguard certification standards. 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



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facility including recreational and leisure pools. The Customer 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, 5:00 am-3:00 pm, and at least two (2) personnel shall be at the pool site for all other normal or peak hours of operation 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 at its expense 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 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, the guest will be required to leave the active area and/or premises at the request of personnel. Should the guest not comply, the local authorities shall be called. 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.
5. 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.
6. 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.
7. The Company's management staff shall train personnel on the operation of the Customer's facility.
8. The Company's staff shall supervise personnel.
9. 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 a period of 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.
- Assisting Customers and monitoring usage of the facility.
- Assist with picking up trash in the aquatic facility.
- The Customer agrees to report and document any action that may jeopardize the spirit and content of this agreement to the Company's office.

**LIFEGUARD ADDITIONAL 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 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 \$28.50 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 10:00 pm.
3. Additional personnel scheduled by Company shall be at the rate of \$28.50 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's 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.

**SWIM LESSON ADDITIONAL 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.



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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 covers all persons engaged on behalf of the Company in the performance of the term 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 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 effect 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 to provide an operational touch-tone phone that will be accessible to personnel at the pool site. Consistent with Jackson County health department regulations and for safety reasons facility shall only be



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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](mailto: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.

**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 hereof.



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[admin@aquatic-academy.com](mailto:admin@aquatic-academy.com)

**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.

1. **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.

**AQUATIC ACADEMY**

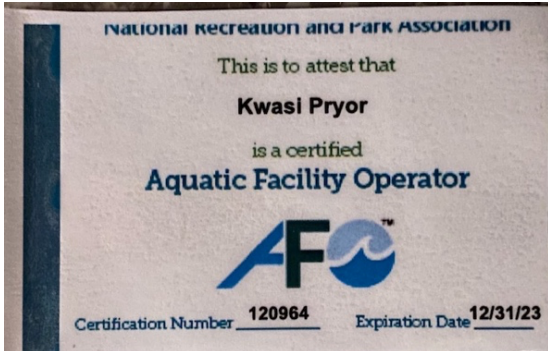
**By: Kristen Pryor**  
**Aquatic Academy, LLC**  
**Date: May 1, 2023**

**RAYTOWN WELLNESS CENTER**

**Name:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**END OF AQUATIC ACADEMY AGREEMENT**

## Copy of Certificates



### Certificate of Completion



Kwasi Pryor  
has completed the requirements for  
**Lifeguarding Instructor**  
conducted by  
**American Red Cross**  
Date Completed: 6/30/21  
Validity Period: 2 Years  
Certificate ID: 00M3TUR



### Certificate of Completion

Kwasi Pryor  
has successfully completed requirements for  
**Water Safety Instructor**

Date Completed: 11/19/2021  
Validity Period: 2 - Years  
Conducted by: American Red Cross



To verify certificate, scan code or visit [redcross.org/digitalcertificate](http://redcross.org/digitalcertificate) and enter ID.  
Learn and be inspired at [LifesavingAwards.org](http://LifesavingAwards.org)





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[admin@aquatic-academy.com](mailto:admin@aquatic-academy.com)

## Swim Lesson Schedule Summer Schedule July 1- August 3, 2023

<p><b><u>Swim Lessons for Levels 1-6 and Pre School</u></b>          Morning and Evening Sessions</p> <p><b><u>Morning Sessions</u></b>          Monday-Thursday          (8) 30-minute lessons</p> <p><b>Session 1:</b> June 5—June 15  <b>Session 2:</b> June 20—June 29  <b>Session 3:</b> July 10—July 21  <b>Session 4:</b> July 24—Aug. 4</p> <p><b><u>(12 students per time slot)</u></b>          9:00a—9:30a, 9:35a—10:05a,          10:10a—10:40a, 10:45a—11:15a</p> <p><b><u>Evening Sessions</u></b>          (8) 30 minute lessons</p> <p><b><u>(12 students per time slot)</u></b></p> <p><b>Session A (M/W)</b> - June 3—June 26          5:30p—6:00p, 6:05p—6:35p, 6:40p—7:10p</p> <p><b>Session B (T/Th)</b> - June 4—June 27          5:30p—6:00p, 6:05p—6:35p, 6:40p—7:10p</p> <p><b>Session C (M/W)</b> - July 8—July 31          5:30p—6:00p, 6:05p—6:35p, 6:40p—7:10p</p> <p><b>Session D (T/Th)</b> - July 9—Aug. 1          5:30p—6:00p, 6:05p—6:35p, 6:40p—7:10p</p>	<p><b><u>Saturday AM SWL for Levels 1-6 &amp; Per School</u></b></p> <p><b><u>Saturday AM Sessions</u></b>          (4) 40 minute lessons</p> <p><b><u>(12 students per time slot)</u></b></p> <p><b>Session 1A (Sat)</b> June 3—June 29          9:00a—9:40a, 9:45a—10:25a, 10:30a—11:10a</p> <p><b>Session 2B (Sat)</b> July 13—Aug 3          9:00a—9:40a, 9:45a—10:25a, 10:30a—11:10a</p>
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**Program Hours**

Monday—Thursday 8:30a—11:15a, 5:15p—7:30p  
 Friday—No Lessons on Friday  
 Saturday—8:30a-11:30p  
 Sunday—No Lessons on Sundays



## Swim Lesson Schedule

### Fall-Winter-Spring Schedule

September 5, 2023- May18, 2024

<p><b><u>Swim Lessons for Levels 1-6 and Pre School Evening Sessions</u></b>          (8) 30 minute lessons</p> <p><b>Fall:</b></p> <p><b>Session A (T/TH)</b> – Sept. 5—Sept. 28          5:30p—6:00p, 6:05p—6:35p, 6:40p—7:10p</p> <p><b>Session B (T/TH)</b> – Oct. 3—Oct. 26          5:30p—6:00p, 6:05p—6:35p, 6:40p—7:10p</p> <p><b>Session C (T/TH)</b> – Nov. 2—Nov. 28          5:30p—6:00p, 6:05p—6:35p, 6:40p—7:10p  <b>(No lessons Nov. 23<sup>rd</sup>)</b></p> <p><b><u>(6) 40 minute lessons</u></b></p> <p><b>Session D (T/TH)</b> – Dec. 5—Dec. 21          5:30p—6:10p, 6:15p—6:55p, 7:00p—7:40p</p> <p><b>Winter/Spring:</b></p> <p><b>Session 1 (Tues/Th)</b> – Jan. 9—Feb. 1          5:30p—6:00p, 6:05p—6:35p, 6:40p—7:10p</p> <p><b>Session 2 (Tues/Th)</b> – Feb. 6— Feb. 29          5:30p—6:00p, 6:05p—6:35p, 6:40p—7:10p</p> <p><b>Session 3 (Tues/Th)</b> – March 5—March 28          5:30p—6:00p, 6:05p—6:35p, 6:40p—7:10p</p> <p><b>Session 4 (Tues/Th)</b> – April 2—April 25          5:30p—6:00p, 6:05p—6:35p, 6:40p—7:10p</p> <p><b>Session 5 (Tues/Th)</b> – May 7—May 30          5:30p—6:00p, 6:05p—6:35p, 6:40p—7:10p</p>	<p><b><u>Saturday AM SWL for Levels 1-6 &amp; Per School Saturday AM Sessions</u></b>          (4) 45 minute lessons</p> <p><b>Fall:</b></p> <p><b>Session 1 (Sat)</b> Sept.9—Sept. 30          9:00a—9:45a, 9:50a—10:35a, 10:40a—11:25a</p> <p><b>Session 2 (Sat)</b> Oct.7—Oct. 28          9:00a—9:45a, 9:50a—10:35a, 10:40a—11:25a</p> <p><b>Session 3 (Sat)</b> Nov. 4—Dec. 2          9:00a—9:45a, 9:50a—10:35a, 10:40a—11:25a  <b>(No lessons Nov. 25<sup>th</sup>)</b></p> <p><b>Winter/Spring:</b></p> <p><b>Session 1A (Sat)</b> Jan. 14—Feb. 4          9:00a—9:45a, 9:50a—10:35a, 10:40a—11:25a</p> <p><b>Session 2B (Sat)</b> Feb. 11— March 4          9:00a—9:45a, 9:50a—10:35a, 10:40a—11:25a</p> <p><b>Session 3C (Sat)</b> April 1—April 22          9:00a—9:45a, 9:50a—10:35a, 10:40a—11:25a</p> <p><b>Session 4D (Sat)</b> April 29— May 22          9:00a—9:45a, 9:50a—10:35a, 10:40a—11:25a</p>
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**Program Hours**

Monday—Thursday 8:30a—11:15a, 5:15p—7:30p  
 Friday—No Lessons on Friday  
 Saturday—8:30a-11:30p  
 Sunday—No Lessons on Sundays



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 admin@aquatic-academy.com

## Certificate of Insurance



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/14/2022

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.

**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).

<b>PRODUCER</b> <b>Mid America Specialty Markets</b> <b>656 Bayberry Lane, Ste 105</b> <b>Lees Summit, MO 64063</b>	<b>CONTACT NAME:</b> LeaAnn Hadggega <b>PHONE (A/C, No, Ext):</b> (888)978-3696 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> lhadggega@midaminsurance.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> <b>INSURER A:</b> <b>Scottsdale</b> <b>INSURER B:</b> <b>Accident Fund Insurance Company of America</b> <b>10166</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> <b>Aquatic Academy, LLC</b> <b>2708 SE Melissa Dr</b> <b>Lees Summit, MO 64063</b>	

**COVERAGES**      **CERTIFICATE NUMBER: 00028557-143845**      **REVISION NUMBER: 1**

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSD	WVD					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			QML3127522	10/22/2022	10/22/2023	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/POP AGG	\$ 2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED. RETENTION \$							\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			100034267	06/04/2022	06/04/2023	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT	\$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> <b>Aquatic Academy, LLC</b> <b>For Informational Purposes Only</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b>  (LAH)
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