



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

Aquatic Academy Agreement

THIS AGREEMENT, between Aquatic Academy, LLC ("Company"), and the Raytown School District ("Customer"), is to provide swim lesson services by Company for Raytown Wellness Center located in Raytown, MO, in accordance with the terms set forth herein.

1. OPERATIONAL TIMES:

Swim Lesson Program January 1, 2022-May 28, 2022

Winter-Spring Program: January-May

PM Tuesday & Thursday 5:30p, 6:05p, 6:35p

AM Saturday 9:00a, 9:50a, 10:40a

2. SCOPE OF SERVICE:

- Manage, Direct, and Lead Water Safety/Swim Lesson Program
- Promote Community Water Safety Initiative
- Interview, Prescreen, Hire, and Train Swim Instructor Staff
- Certify Lifeguards and swim instructors in AED, First Aid, and CPR
- Provide an advanced water safety/swimming program model for continued aquatic development.
- Promote, Advertise, and Market Swim Lesson Programs

3. **AGREEMENT:** The Company will provide a full service learn to swim and swim lesson program for the year starting January 2022-May 28, 2022. The Company will invoice the Customer for seven equal monthly payments on the first of each month. In the case of the closing of the pool, we will make up all missed swim lessons. The Company will not make up lessons the members/participants miss. Members are committing to all dates and times for the swim lesson session they are registering for, and there are no refunds or make-up classes for unused lessons.

4. **PAYMENTS:** The Company hereby proposes to perform the work and services for a full-service swim lesson program set forth above for the price of **\$39,614.30 for January 1, 2022-May 28, 2022** upon the terms as set forth herein. Payments by Customer to Company shall be made in accordance with the following schedule:

*Five Equal Monthly Payments of **\$7,922.86** billed the first of each month and payment due on the 30th of each Month (January 2022-May 2022).

5. **ACCEPTANCE:** Acceptance of this Agreement by Customer through signatures below will constitute a contract entered into in accordance with the specifications, terms, and conditions, and addenda attached hereto. The Customer may cancel the agreement for nonperformance by the Company and has legal capacity and authority to enter into this agreement and bind the Customer. The Customer agrees to the contract specifications in the proceeding body Agreement. Any Actual changes must be in a separate Addendum.

AQUATIC ACADEMY

By: Aquatic Academy, LLC

By: Kristen Pryor

Date: October 25, 2021

RAYTOWN SCHOOL DISTRICT

Name: [Signature]

Signature: [Signature]

Date: 11-4-21

EFFECTIVE DATE: When executed by both parties hereto, this Agreement shall become effective on the date of signing for the swim season (s) January 1, 2022-May 28, 2022, and extend on an annual basis. Suppose the Customer desires not to renew and extend this agreement as provided herein. In that case, the Customer shall provide Company with written notice by certified mail delivered to PO Box 1502, Lee's Summit, MO 64063, before August 15 of each year.



COMPANY 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 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.

MINIMUM WATER SAFETY STANDARDS: The Customer shall maintain and provide two certified lifeguards for the times listed in section OPERATIONAL TIMES that meet the required American Red Cross lifeguard certification standards for water safety and 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 Centers, 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 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, 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 the Customer fails to provide two adequate certified lifeguards per section OPERATIONAL TIMES-Swim Lesson Program Days & Hours any time during this agreement, the Company will provide lifeguard coverage at a rate of twenty-five dollars per hour, per lifeguard.

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
3. Swim lesson participant liability insurance and punitive damages are covered in the amount of \$1,000,000.00.
 - a. Upon written request by Customer, Company agrees to supply copies of certificates of insurance to the Customer verifying the insurance coverage mentioned above. The Company further agrees to list Customer as an additional insured on policy at an annual rate charge per the market. It is the responsibility of the Customer to provide all other insurance coverage.



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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 and sole 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 liability), 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/ person.

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.

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

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

UNUSUAL CONDITIONS: Emergency Closing of facility: The Customer may close the facility in an emergency, whether the emergency is caused by a breakdown of equipment, an act of God, repairs, or by 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 three (3) days be necessary to perform repairs and/or restore the pool to normal operation, Company will make up all missed classes.

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.

COMPANY CONTACT PERSON: Please direct all Company communication to the following Company/Representative: 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

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.



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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.

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.

END OF AQUATIC ACADEMY AGREEMENT