



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 Days & Hours

Summer Program: June 5, 2021-July 31, 2021

AM Monday-Thursday	9:00a, 9:35a, 10:10a, 10:45a, 11:20a,
PM Monday & Wednesday	5:30p, 6:05p, 6:35p, 7:10p
PM Tuesday & Thursday	5:30p, 6:05p, 6:35p, 7:10p
AM Saturday Morning	9:00a, 9:50a, 10:40a, 11:30a

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 program model for continues aquatic development
- Promote, Advertise, and Market Swim Lesson Programs

3. **AGREEMENT:** The Company will provide a full service learn to swim, swim lesson program for the Summer Season starting June 5, 2021-July 31, 2021. The Company will invoice for three equal monthly payments due on the first of each month June, July, and August. 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 charged lessons registered for and they are committed to the lesson when they sign up; there are no refunds 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 \$44,632.00 for, June 5, 2021-July 31, 2021 upon the terms as set forth herein. Payments by Customer to Company shall be made in accordance with the following schedule:
*Three Equal Monthly Payments of \$14,877.33 due the 1st of each Month of (June, July, and August).
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.

EFFECTIVE DATE: This Agreement, when executed by both parties hereto, shall become effective on the date of registering for the swim season (s) June 5th, 2021-July 31, 2021 and extend on an annual basis. If the 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 March 15 of each year.

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 Center's aquatic 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, minimum of one backboard,



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

Automatic External Defibrillators (AED), seal-easy face masks, Bag Valve Masks (BMV's) (for adult/children/infant), first aid kits, blood borne 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.

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 first aid kit or supplies as needed.

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'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.

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. 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.

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.

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

1. Worker's Compensation insurance is covering 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 above-mentioned insurance coverage. 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.

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"



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

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 cause 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 each accident/each 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 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. 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. 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 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



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

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.

AQUATIC ACADEMY

Name: Kristen Pryor

Signature: Kristen Pryor

Date: March 8, 2021

RAYTOWN SCHOOL DISTRICT

Name: [Signature]

Signature: [Signature]

Date: 4-5-21

END OF AQUATIC ACADEMY AGREEMENT

Policy Coverages

Named Insured and Address:

Aquatic Academy
PO box 1502
Lee's Summit, MO
64063

General Liability

General Aggregate Limit	None
Bodily Injury and Property Damage	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$2,000,000
Hired & Non Owned Auto Liability	\$1,000,000
Damages to Rented Premises	\$ 300,000
Abuse or Molestation	\$ 250,000

Excess Accident/ Medical Insurance (Participants Only)

Excess Medical and Dental Coverage	\$ 25,000
Accidental Death & Dismemberment	\$ 5,000

Risk Management Services, Inc.

PO BOX 32712
Phoenix, AZ 85064
(800)777-4930
www.rmsswimminginsurance.com



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

Workers compensation will be activated for swim lesson instructors once they are hired for the instruction at the Raytown Wellness Center.

From Aquatic Academy Insurance Agent:

This note is to confirm that we have quoted and stand ready to bind workers compensation coverage for the employees of Aquatic Academy at the location of the Raytown Wellness Center when they are ready. We have included classification codes for swim instruction that will be working at the Raytown Wellness Center and they will be added to Aquatic Academy's current policy.

Should you need anything further in the meantime please don't hesitate to let me know. My office # is (816) 525-8866.

Thank you!

Bob Hoog
Senior Account Representative
Mid America Specialty Markets
Estal Insurance



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

Approval email from Jackson County Health Department for the Water Safety lesson at Raytown Wellness Center:

Kristen Geary

8:47 AM (9 hours ago)



to Casey, me ▾

Thanks for getting back to me so quickly. You are approved for the lessons.

Let me know if you need anything. Kristen.

Kristen Geary

Public Health Specialist III

Jackson County Environmental Health

Cell 816-590-9231