



This agreement, made February 3, 2017, by and between DRD Pool Service, Inc., hereinafter referred to as Manager and the owner of the Southdown Country Club swimming facility, hereinafter referred to as Owner, to provide for the operation and management by the Manager of the Owner's swimming pool located at: 3334 Locust St., Edgewater, MD 21037.

Whereas the Owner desires the services of the Manager to operate and manage the Owner's swimming pool above described, and the Manager is willing and able to provide such services, the parties agree as follows and as hereinafter set forth with respect to the swimming season or seasons agreed to on the signature page, and all seasons following under a contract extension under the following terms and conditions:

SECTION 1 - HOURS OF OPERATION

The Manager will operate and manage the aforesaid swimming pool from the Saturday of Memorial Day weekend, through and including Labor Day, plus one weekend following Labor Day, inclusive on the following days and during the following hours:

REGULAR POOL HOURS

- Mondays - 12:00 p.m. to 8:00 p.m.
Tuesdays - 12:00 p.m. to 8:00 p.m.
Wednesdays - 12:00 p.m. to 8:00 p.m.
Thursdays - 12:00 p.m. to 8:00 p.m.
Fridays - 12:00 p.m. to 9:00 p.m.
Saturdays - 11:00 a.m. to 9:00 p.m.
Sundays - 12:00 p.m. to 8:00 p.m.
Holidays - No change

HOURS WHEN PUBLIC SCHOOL IS IN SESSION

From Memorial Day through the last day the public schools are open in respective counties, and when public schools open prior to Labor Day, the pool hours shall be as follows:
Weekdays - 3:30 p.m. to 7:30 p.m.
Weekends and Holidays - See "Regular Hours"

The pool will be open one (1) weekend immediately following Labor Day on Saturday, 11:00 a.m. to 8:00 p.m. and Sunday 12:00 p.m. to 8:00 p.m. Pool will be closed Tuesday through Friday immediately following Labor Day.

SECTION 2 - PERSONNEL

For the purposes of providing the services described herein, during regular pool hours staffing will be as follows:

There will be two (2) guards at all times with a third (3rd) guard as follows:

- Monday through Thursday: 1:00 p.m. to 6:00 p.m.
Friday: 1:00 p.m. to 7:00 p.m.
Saturday: 12:00 p.m. to 7:00 p.m.
Sunday: 1:00 p.m. to 6:00 p.m.

Weekends and holidays through July 31: There will be a fourth (4th) guard open to close.

Daily clean, set-up, and break-down time: One (1) hour prior to opening and one-half (1/2) hour after closing.

School days: There will be two (2) guards at all times with no peak-hour guard.

Total Labor Hours - 184.5 hours per week through July 31

Total Labor Hours - 166.5 hours per week after July 31

\*All staff will be required to be in uniform while on duty\*

SECTION 3 - COMPENSATION TO MANAGER

For the services herein above set forth, the Owner shall pay to the Manager the total sum of Forty-Two-Thousand-Two-Hundred-Eighty-Five-Dollars (\$42,285.00) annually (If two-year option is signed, an additional \$1,690.00 will be due September 1, 2018, ONLY to compensate for the Maryland minimum wage increase) payments are in accordance with the following schedule, time being of the essence:

- On the 1st day of January - \$4,229.00
On the 1st day of April - \$9,514.00
On the 1st day of June - \$9,514.00
On the 1st day of July - \$9,514.00
On the 1st day of August - \$9,514.00
On the 1st day of September 2018 ONLY - \$1,690.00

## SECTION 4 - PERSONNEL

- A. Manager will furnish personnel for the purpose of providing the services described herein. The personnel employed by Manager in the performance of this contract shall be considered employees of Manager and not of Owner. Manager will be responsible for the payment of all employment taxes and social security taxes related to the employment of said personnel. Owner shall have the right to request replacement of any employee whose conduct, character, or performance is detrimental to the best interests of Owner; Manager agrees to make such replacement within seven (7) days after any such request. In the event only one lifeguard is contracted to operate the facility, a 10 minute break will occur each hour to accommodate the inspection of bathrooms, testing water, pump room, etc.
- B. All lifeguards will hold as a minimum qualification a Lifeguard Training Certificate. Pool managers shall have a Pool Operators Permit.
- C. Owner agrees not to hire or contract with Manager's current or past employees to work at, service, or be connected in any way with the pool for a period of two years from the date that this agreement terminates, or two years from the date of termination of Manager's employees, whichever is earlier. In the event that Owner violates this paragraph, Manager shall be entitled to a placement fee equal to 30% of the total price under this agreement.
- D. Manager, if requested, will supply additional personnel at a fee of \$25.00 per hour per lifeguard during the hours of operation specified in this agreement.

## SECTION 5 - SUMMERIZING POOL - STANDARD SERVICES

- A. Complete check of all visible plumbing.
- B. Test and inspect all filtration equipment.
- C. Pump out pool and acid wash one time, if necessary. Owner must apply for any required General Discharge Permit(s). Payment for permit(s) is Owner's responsibility.
- D. Start water to fill pool. Owner to turn off water and notify Manager that pool is filled.
- E. Mount diving board, guard chairs, and ladders.
- F. Check test equipment for Owner.
- G. Reassemble bathhouses for operation. (Initial cleaning to be done by Owner.) Advise Owner of needed repairs.
- H. Recirculate water through filtration equipment.
- I. Backwash as many times as necessary in order to have pool ready for operation.
- J. Vacuum pool.
- K. Have pool ready for operation by opening date.
- L. Cooperate with any contractors in readying pool for operation.
- M. Schedule and be present for any standard inspections required by the local health departments.
- N. Remove pool cover.
- O. Owner to provide adequate receptacles at the pool to contain debris removed from pool during cleaning. Owner to remove bagged debris after cleaning is completed, unless otherwise agreed.

## SECTION 6 - WINTERIZING POOL - STANDARD SERVICES

- A. Lower water to appropriate level. Manager will not be responsible for maintaining water level after winterization.
- B. Drain all lines and fixtures in the bathhouses and add antifreeze to toilets.
- C. Drain all drinking fountains.
- D. Winterize pump and motor.
- E. Remove and store diving boards, guard chairs, and other movable equipment.
- F. Clean and store all vacuuming equipment.
- G. Drain filtration equipment.

- H. Remove and store all plugs from plumbing.
- I. Backwash filters, disassemble, clean elements, and check for defects.
- J. Drain all chemical feeders.
- K. Leave all valves at appropriate settings.
- L. Remove, clean, and store skimmer baskets.
- M. Store all first aid and test equipment.
- N. Inspect pool equipment and list needed parts or repairs for next season's operation.
- O. Check all visible pool plumbing.
- P. Notify Owner/Agent on completion of pool closing.
- Q. Apply winter algaecide at Owner's request and expense.
- R. Install Owner's pool cover.
- S. Manager shall be responsible for returning all pool furniture to Owners designated storage area.
- T. Manager is not responsible for freeze damage when water cut-off is in an inaccessible area, when pipes are below their drain points, when electricity to heater tapes is disrupted, or if main water valve leaks.
- U. Upon completion of winterization, Manager shall have no responsibility for freeze damages.

## SECTION 7 - OWNER'S RESPONSIBILITIES

In addition to the Owner's responsibilities set forth in the specific sections of this agreement, the Owner is responsible for the following:

- A. Provide Manager with copies of Health Department "Notices of Violations" when received.
- B. Before April 15:
  - 1. Complete any repairs necessary to plumbing fixtures, doors, and windows.
  - 2. Provide working locks on all doors, gates, and windows.
  - 3. Hot water heaters must be made operational to pass pre-opening inspection.
  - 4. Remove any stored items remaining from the winter in bathhouses.
  - 5. Remove leaves and other debris from pool area.
  - 6. Manager will complete initial cleaning of bathhouses and prepare for use.
  - 7. Provide all necessary soap, towels, and toilet paper as needed.
  - 8. Repair any electrical problems; supply and install all light bulbs needed for proper lighting.
  - 9. Manager will remove stored furniture and do initial cleaning.
  - 10. Remove stored items from pool area.
- C. Apply for and obtain all necessary certificates, approvals, and permits\* required to operate swimming pool (health department, electrical, plumbing, hazardous materials, general discharge, etc.). Payment for permits, fees related to monitoring water discharge, and filing required reports with the State are the responsibility of Owner. \*Manager will file for the County Pool Permit and bill owner for actual permit fee.
- D. Provide by April 15 the following items for use during the pool season:
  - 1. Garden hose with nozzle to reach entire deck area.
  - 2. Push broom and dust pan.
  - 3. Trash cans for pool deck and bathhouses.
  - 4. Trash bags, toilet paper, and paper towels for the entire season.
  - 5. Cleaning supplies, including cleanser, disinfectant, toilet scrub brush, hand scrub brush, sponges, and a plastic bucket.
  - 6. Lifeguard stand umbrellas that provide protection from extended periods of sun exposure.
- E. Furnish and maintain all safety equipment necessary to comply with state and local codes including a first aid kit adequate to meet the first aid requirements of the pool and such codes, containing, among other things, insect and bee sting first aid equipment, CPR face shield, and biohazard kit. Owner is required to provide an automated external defibrillator (AED) to the extent required by Federal, State or Local Law. Owner is solely responsible for providing a maintenance plan to ensure the AED is operational and in compliance at all times. Manager recommends that all facilities have an AED on site even if it is not required. Such equipment shall be the property of Owner and the cost of the same is to be borne by Owner.
- F. Ensure that pool design, facilities, and equipment conform in all ways to the requirements of applicable state and local codes.

- G. Provide a safe working environment for managers, guards, and other DRD employees free from the threat of harm or bodily injury.
- H. Pool Rules:
  - 1. Owner shall furnish each member with a copy of pool rules. In addition, Owner shall post pool rules at the entrance of the pool in accordance with the requirements of applicable state and local codes.
  - 2. Include in its pool rules the following language: "Parent / Guardian must closely watch children at all times. Parent / Guardian must accompany a non-swimmer in the water at all times."  
 For safety purposes Owner must post by April 15 this language (#2) on a separate sign at the entrance to the pool that conforms to applicable state and local codes, and is at least 24 inches wide by 18 inches high. Upon written request from Owner, Manager shall provide this sign at sole expense of Owner.
  - 3. Include in its pool rules the following language: "For the purpose of supporting non-swimmers, inner tubes, water wings, and all other flotation devices are not permitted at any time. For safety purposes, only a life vest approved by the United States Coast Guard is to be used. If a child uses such a life vest, a parent or guardian must accompany the child in the water at all times."
- I. Maintain and repair the perimeter barrier of the pool (i.e. fences) and markings. Manager is NOT RESPONSIBLE in any way for the appropriateness or operation of the perimeter barrier.
- J. Ensure that all furniture provided (tables, chairs, lounge chairs, umbrellas, bases, etc.) are in good working condition. Owner shall be responsible for securing all umbrellas to weighted bases and maintaining them throughout the summer. Manager is NOT RESPONSIBLE for any damages or injuries caused by Owner's furniture.
- K. Provide Manager and Manager's employees working at the pool with free parking.
- L. Provide, as applicable, all water, utilities, electricity, and gas for operation of the pool and pool facility.
- M. To the extent that the work and materials required to be provided by Owner under this agreement have not been provided or performed by Owner, or provided or performed by Owner in a timely fashion, Manager shall have the option of performing such work or providing such materials. In that case, all costs, including labor and materials, are the responsibility of the Owner provided that Owner shall not be responsible for costs in excess of \$200.00 without prior approval.

## SECTION 8 - CHEMICALS AND SUPPLIES

Manager will furnish all liquid chlorine or tablets necessary to adjust the chlorine, and muriatic acid to adjust pH levels of the pool. The cost of any additional chemicals necessary to maintain the pool, (i.e. bromine, granular chlorine, testing reagents, alkalinity, calcium hardness, cyanuric acid, summer algaecide, carbon dioxide gas, salt for salt-water pools, etc.) are the responsibility of the Manager. Owner shall provide necessary chemical storage containers, bathhouse supplies, and office supplies, and provide storage facilities sufficient to comply with applicable state and local codes.

## SECTION 9 - ADDITIONAL OPENING AND CLOSING SERVICES

Manager will arrange for the repair and/or replacement of defective, worn, or damaged equipment at Owner's request; the cost of such replacement or repairs are in addition to amounts stated in this agreement and the responsibility of the Owner. Owner authorizes Manager to replace or replenish test kits and safety or cleaning equipment required to pass opening inspection; such cost, for which the Owner is responsible, will not exceed \$200.00, unless approved by Owner. Manager will perform any additional services requested by Owner, services will be extra to the contract and in addition to the amounts stated in this agreement.

## **SECTION 10 - STANDARDS OF MAINTENANCE**

- A. The swimming pool will be maintained in a clean and sanitary condition by Manager. Manager will be responsible for maintaining the condition of the swimming pool water within the standards specified by the state and local health codes.
- B. Manager shall not be responsible for injuries caused by hazards in the pool or in the area surrounding the pool that are not readily visible to the operating personnel.
- C. Owner will furnish Manager with all permits,\* approvals, and certificates required by local health departments and other regulatory bodies necessary for the operation of the swimming pool and swimming pool facilities. Manager will cooperate with Owner in obtaining required permits, approvals, and certificates. Owner will be responsible for securing all permits, approvals, and certificates and payment of all related fees. \*Manager will file for the County Pool Permit and bill owner for actual permit fee.

## **SECTION 11 - REPAIR TO EQUIPMENT**

The cost of replacement of defective, worn, or damaged equipment, including associated labor costs, are in addition to amounts stated in this agreement and the responsibility of the Owner. Owner shall also be responsible for bathhouse repairs, items lost or stolen, damages caused by vandals or criminal acts, and damages caused by acts of God (flooding, lightning, etc.). It is agreed and understood that this covenant is independent of this contract and that notwithstanding any alleged breach of any other covenant under this contract that the said repair orders and invoices are due and payable upon the presentment by Manager.

## **SECTION 12 - MANAGING OF THE POOL**

Manager will provide the following services for the actual operation of the pool:

- A. Clean the swimming pool, bathhouses, and surrounding pool area daily during the season.
- B. Enforce all rules and regulations stipulated by Owner.
- C. Maintain tests and records specified by local health department. (Owner to furnish at its costs, water test kits as required by state and local codes and replenish test kit chemicals.)
- D. Maintain any additional records reasonably required by Owner.
- E. Maintain an accurate guest record and check ID cards and guest passes as Owner reasonably requires. Manager will not however, be responsible for gate control and wading pool safety unless Owner has authorized Manager to provide at Owner's cost sufficient personnel for these duties.
- F. Maintain and operate filter equipment in accordance with state and local health code requirements.

## **SECTION 13 - SUPERVISION**

Manager's field supervisor will inspect the pool periodically each week during the full-time operation of the pool. A written supervisor inspection report will be completed weekly and a copy will be left at the resident manager's office or the pool for review. The field supervisor will meet with an Owner representative weekly to discuss the pool operation.

## SECTION 14 - INSTRUCTION AND RECREATION

Aquatic instruction can be provided for the convenience of the patrons at a nominal fee to the patrons.

## SECTION 15 - CLOSING OR CLEARING OF POOL

- A. Manager may close the pool in an emergency situation, or for other causes outside Manager's control, including, but not limited to, inclement weather, breakdown of equipment, inadequate security for the protection of the lifeguards at the facility, violation of state or local codes, or any other condition or circumstance that in the judgment of Manager endangers the health or safety of the lifeguards or patrons. Such closures shall not constitute a breach of this agreement by Manager and shall not require any change or adjustment in any of the provisions of this agreement. Should a time lapse of more than seven (7) days be necessary to perform repairs and/or restore the pool to normal operations, Manager shall refund fifty percent (50%) of the daily operating cost from the tenth day forward until such time as the pool is reopened for normal operation on a pro-rated basis. This is to be computed at one percent (1%) of the total contract cost.
- B. Manager or its employees may clear and/or close the pool temporarily at any time to allow the performance of any necessary maintenance repairs, or other functions as outlined in this contract. Any temporary pool clearing and/or closing will last only as long as is necessary.
- C. Manager will contact Owner for permission to close facility during inclement weather. It is understood that Manager's pricing takes into consideration the pool will be closed four (4) days due to inclement weather.

## SECTION 16 - TIMELY EXECUTION

This agreement is voidable at Manager's option if not signed and returned to Manager within thirty (30) days after the date shown on the first page of this agreement.

## SECTION 17 - INSURANCE

- A. Manager currently maintains Comprehensive General Liability Insurance in the amount of \$5,000,000 to cover accidents and injuries directly due to the negligence of Manager or its employees, including the loss of life, that may be sustained by any patron or guest of the pool within areas supervised by Manager during contracted pool hours. Manager shall not be liable or responsible, and Owner agrees to hold Manager harmless, for any loss, injury, or damage sustained by any trespasser, or for any loss, injury, or damage sustained by any person as a result of use of the pool or its facilities in violation of this Agreement and/or at dates and times other than expressly provided herein. Manager is also exempt from liability due to mechanical failure of equipment, damage to the pool due to faulty construction, defective workmanship of persons other than Manager's employees, or hydrostatic conditions. Owner agrees to indemnify and hold Manager harmless for any and all damages, losses, judgments, claim, and expenses, including attorneys' fees, arising out of the use, operation, and/or maintenance of the property by the Owner or its agents, servants, or employees, guests, licensees, trespassers, and/or contractors, except to the extent caused by the sole negligence of the Manager or its employees.
- B. Manager will carry worker's compensation insurance as required by Maryland Law.

- C. If Manager's Comprehensive General Liability Insurance policy premiums increase after the date of this agreement, Manager may present a new agreement to Owner on or before April 1 prior to the upcoming pool season. Owner shall have thirty days from the date of receipt of the new agreement in which to elect in writing to reject the new agreement. Should no such rejection occur, the new agreement shall replace in all respects this agreement. In the event that Owner elects to reject the new agreement, this agreement shall renew unless Manager, at its sole discretion, elects to terminate it. If such an election to terminate is made, Manager shall not be required to provide any services under this agreement for the upcoming pool season.
- D. Owner will maintain a Comprehensive General Liability Insurance policy covering property damage, bodily injury, products and completed operations, contractual liability and personal injury for the subject premises, including the pool area, and expressly covering contractual liabilities created by Paragraph A of this section. Owner will provide to Manager a certificate of insurance evidencing the coverage naming Manager as additional insured. Owner expressly waives all rights of subrogation against Manager for damages caused by perils to the extent covered by the insurance obtained or required to be obtained pursuant to this paragraph, or any insurance coverage applicable to the premises which is the subject of this agreement. The policies of insurance required to be carried by Owner shall include an express waiver of subrogation by endorsement or policy language.
- E. The waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly and whether or not the person or entity has an insurable interest in the property damaged.

## **SECTION 18 - UTILITIES**

- A. Owner shall furnish, as applicable, at its cost water, electricity, gas, and other utilities necessary for the operation of the pool and the pool facilities.
- B. Owner shall provide telephone service through a tone capable, hard-wired, push button telephone that is available to the lifeguards at all times beginning April 15. Phone must directly reach 911 emergency service without use of coin or connection to an internal switchboard as specified in State and Local Codes. Cellular or portable telephones are not acceptable. Long distance and 900 number service blocks are to be provided on all non-payphones to prevent additional charges. Manager will not be responsible for long distance or 900 service phone calls.
- C. Owner shall provide two (2) sets of keys for each lock necessary for access to the pool area and equipment. Such keys are to be furnished at signing of contract.

## **SECTION 19 - DEFAULT**

In the event of any default in the payment of sums due Manager pursuant to this agreement, Manager may, in its sole discretion, cease further performance and avail itself of any and all remedies, legal and equitable, it may possess at the time of the default, including liquidated damages as set forth in Section 20 below. Such remedies shall be cumulative and non-exhaustive. In addition, should Manager engage an attorney in connection with any breach by Owner in the payments required, Manager shall be entitled to reasonable attorneys' fees and costs of collection. In the event Owner shall become bankrupt, insolvent, or shall make a voluntary assignment for the benefit of creditors, Manager, at its option, may terminate this agreement upon thirty (30) days notice.

## **SECTION 20 - INTEREST ON ARREARAGES**

In the event any sums of money that are due to Manager under and by virtue of this agreement are not paid in full by Owner within ten (10) days subsequent to the receipt of an invoice for the same, said sum shall bear interest at the rate of 1-1/2% per month. Manager's rights under this provision shall be in addition to any rights and remedies which Manager may have under any other provisions of this agreement.

## **SECTION 21 - EXTENSION OF DATES OF OPERATION**

Manager shall, if requested by Owner within three (3) weeks of closing date, operate the pool beyond the aforementioned dates and times at a cost per day of two percent (2%) of the total contract price. The dates and times must be mutually agreed upon by Manager and Owner.

## **SECTION 22 - AFTER HOURS USE OF POOL BY OWNER**

- A. Manager shall be responsible for operating and managing the aforesaid swimming pool only during those hours set forth in Section 1. Owner agrees that in the event that Owner, or any tenant and/or guest, desires to use the swimming pool for private purposes after the hours set forth in Section 1, Owner shall be solely responsible for employing the services of a lifeguard and obtaining liability insurance coverage. Nothing in this contract shall prohibit Owner from employing a lifeguard otherwise employed by Manager during regular hours of pool operation; provided that it is specifically understood and agreed that any lifeguard employed by Owner for after hours purposes is being employed in his/her individual capacity, is not being employed pursuant to this contract and is not under Manager's control or supervision, and is not covered by Manager's insurance. Owner hereby agrees to save and hold harmless Manager from and against any liabilities, claims, damages, judgments, costs, or expenses of any kind (including reasonable attorneys' fees and court costs) incurred or suffered as a result of the after-hours use of the swimming facilities by Owner, its tenants, and/or guests for private use.
- B. Owner may request Manager to staff the pool for after hours activities at which time Manager shall evaluate each request on an individual basis. If Manager agrees in writing to staff the pool for an after hours activity, Manager's insurance policy shall cover those hours that Manager has agreed to staff the facility under the terms and conditions of Section 17. There will be a \$100 fee to cover insurance and administrative expenses for each after hours event Manager has agreed to staff. The \$100 fee will be waived for events which are held for the entire community or for community sponsored events. The \$100 fee is due seven (7) days prior to the event and is non-refundable. The Owner, tenant, or guest who has requested staffing of the event shall be responsible for paying this fee in addition to paying for the lifeguards at a rate of \$25.00 per hour per lifeguard from the time the staff is on duty until the time that they leave the pool area. The Owner, tenant, or guest having the event is responsible for all clean up and trash removal necessary to restore pool area to its original condition.
- C. Owner shall inform Manager of use of the pool during the hours covered by this agreement of any youth camp. In the event that the pool is used during covered hours by a youth camp, Owner shall agree to the Manager's terms and conditions for youth camp use.

## **SECTION 23 - MINIMUM WAGE ADJUSTMENT**

If federal or state minimum wage increases after the date on page one (1) of this agreement (date agreement was submitted) the Owner shall pay an amount equal to 100% of the minimum wage increase multiplied by the total number of labor hours for the season, plus twenty percent (20%) payroll taxes. This increase will be calculated by Manager and payable by Owner in addition to the regular monthly payment. Contract is based on minimum wage levels specified on the signature page.

## **SECTION 24 - RELATIONSHIP OF PARTIES**

Owner hereby agrees to contract with Manager as a management contractor and consultant to manage and operate the pool site during the term of this Agreement and to provide consulting services regarding the operation of the pool site. If Owner is not the actual owner of the pool site, but rather a management company or person acting as the agent of the owner of the property, Owner hereby declares and affirms that it is acting within the scope of its authority in entering into and executing this Agreement.

## SECTION 25 - MISCELLANEOUS PROVISIONS

The terms and provisions of this agreement shall be binding on the Owner, its successors and/or heirs and to the benefit of Manager and its successors and assigns. Owner shall not have the right to assign, pledge, or encumber in any way any part of its interest in this agreement without prior written consent of Manager. Manager shall have the right to assign any and all rights, services and obligations under this agreement. If Owner has provided Manager documents as addendum to this agreement, should any term or provision of one document conflict with a term or provision of the other, the terms or provision contained in Manager's contract shall control. This agreement may be amended or modified only in writing signed by all parties.

## SECTION 26 - EXTENSION OF CONTRACT

This agreement shall automatically renew at the sole option of the Manager on the same terms and conditions herein at the contract renewal amount submitted by Manager. Manager shall provide Owner with written notice of the renewal contract price and payment schedule on or before September 15, of the current year. In the event that Owner desires not to renew and extend this agreement as provided herein, Owner shall provide Manager with written notice thereof on or before October 31, of the year the contract is to renew. Unless otherwise agreed to by Owner and Manager in writing, the terms of this agreement shall apply to all extensions and renewals hereof.

## SECTION 27 - CANCELLATION

In the event of Manager's non-performance of duties and responsibilities amounting to a material breach of this Agreement, Owner shall have the right to cancel this Agreement as follows:

- A. Owner shall notify Manager by certified mail of such non-performance. Manager shall have three (3) days following receipt of written notification to remedy the issues identified in the notice.
- B. If Manager fails to remedy the issues identified in the notice, and thereby continues to not perform as detailed in this Agreement, Owner may terminate Agreement by, within five (5) days following the third (3rd) day after Manager's receipt of the original notice, providing written notice of termination to Manager by certified mail.
- C. In the event Owner terminates the Agreement in accordance with this Section, Manager shall be entitled to collect the sum of money totaling the daily contract price for each day the pool is open until termination date. Daily contract price is calculated as 1% of the total contract price.

### ADDITIONS/DELETIONS

#### Included in contract:

1. Manager will remove all pool furniture from storage in spring.
2. Manager will return all pool furniture to Owner's designated storage area.
3. Manager will do initial spring cleaning of bathhouses and pool furniture.
4. Chemicals to balance pool water.

**In witness thereof**, the parties hereto have signed this contract by their duly authorized officers, on the date indicated below, this contract to be in full force and effect from that date.

**One-Year Option - \$42,285.00 for 2017**

**ACCEPTANCE OF POOL MANAGEMENT CONTRACT FOR ONE (1) YEAR**

I accept this agreement for the swimming season of **2017**. Pricing based on minimum wage of \$9.25. This agreement is only valid if accompanied by Section 1 through 27 of DRD Pool Service, Inc's. *Swimming Pool Management Agreement*.

\_\_\_\_\_  
Owner/Agent Title Date

**Two-Year Option - \$42,285.00 for 2017, and \$43,975.00 for 2018 (Maryland Minimum Wage Increase)**

**ACCEPTANCE OF POOL MANAGEMENT CONTRACT FOR TWO (2) YEARS**

I accept this agreement for the swimming seasons of **2017 and 2018**. Pricing based on minimum wage of \$10.10. This agreement is only valid if accompanied by Section 1 through 27 of DRD Pool Service, Inc's. *Swimming Pool Management Agreement*.

\_\_\_\_\_  
Owner/Agent Title Date

  
\_\_\_\_\_  
Noelle Navarro Date  
Vice President  
DRD Pool Service, Inc.