THIS AGREEMENT, between_____________________________(the “Company”) and
___________________(the “Customer”), is to provide for the operation and management by the
Company of the Customer’s pool located in ________________ County, in the State of
_________________, in accordance with the specification, conditions, and terms set forth herein.

1. EFFECTIVE DATE: This Agreement, when executed by both parties hereto, shall become
effective, on , January 1, 2012 and continue through December 31, 2012. Pool shall be
open and “swim-ready” by May 1, 2012 and continuing through September 30, 2012.
Lifeguards (if applicable) shall be on duty beginning with the Memorial Day weekend
and continuing through the Labor Day weekend. Lifeguard hours and pool operating
schedule shall be determined by the Customer’s Board of Directors or its designee and
shall be provided to Company prior to May 1, 2012 (the “Lifeguard Schedule”).

2. ACCESS AND UTILITIES: The Customer will permit and maintain free access to the pool
site and, prior to January 1st of each year, Customer will provide three (3) sets of keys to
Company for all locks required to operate the pool. Company shall keep and safeguard keys
and release keys only to authorized personnel. NOTE: If Customer changes locks at pool
site, three (3) sets of keys should be supplied to Company on the same day.

Customer further agrees to furnish without cost to Company:

1. Water
2. Electricity
3. 110 volt electrical outlet in pump room
4. Receptacles for trash
5. Garbage pick-up service
6. First Aid Kit (Company will re-supply at no cost to Customer during the
swim season Band-Aids, gauze pads, bee sting swabs, and antibacterial
cream).
7. Telephone
8. Equipment to operate pool required by local county health codes. i.e.-ring
buoys, rescue tubes, test kit, chemical feed pumps, etc.
9. Complete written copy of pool rules

3. TELEPHONE: Customer shall be responsible for providing an operational
telephone thirty (30) days prior to opening and accessible to Company’s
Lifeguards at pool site. Consistent with health department regulations and for safety reasons
pool will only be open when the telephone is operational. Company will test phone thirty
(30) days prior to opening of pool and immediately report any deficiencies to Customer.

4. FIRST AID KIT: Customer shall be responsible for supplying a completely stocked first aid
kit, consistent with local health department regulations thirty (30) days prior to opening date.
Company will purchase initial supplies if necessary and bill back to Customer. Company will
re-supply at no cost to Customer during swim season Band-aids, gauze pads, bee sting swabs,
and antibacterial cream.
5. **OPENING:** Company agrees to make pool “ready to swim” by completing the following services, where applicable:

   1. Provide a pre-season “Pool Data” report of pool facility. (“Pool Data” report available upon request).
      
      Report will cover the following items:
      
      A. Type of equipment
      B. Condition of pool
      C. Gallons of water
      D. Filter type and status
      E. Pool pump type and status
      F. General condition of pool structure
      G. Electrical equipment type and status

   2. Clean pool (pool bottom must be visible)
   3. Clean pool decking (no landscaping)
   4. Inspect chemical feed pumps
   5. Inspect all filtration equipment
   6. Inspect flow meters, pressure gauges, and valves
   7. Mount diving boards, guard chairs, and ladders
   8. Clean bathhouse
   9. Inspect water-testing supplies. (Customer should provide original test kit prior to opening day. Company will re-supply test kit at no additional charge.)
   10. Inspect underwater lights
   11. Clean, fold, and store pool cover(s)
   12. Order, store, and inject all necessary chemicals to establish proper levels to meet all State, County, City and other applicable requirements.
   13. Set out and clean deck furniture.
   14. Start up filtration system.
   15. Perform requisite repair work as needed (see section (16) Repair Work). **Note:** Company will automatically install and/or replace those items necessary to meet county code requirements.
   16. Inspect all skimmers
   17. Inspect vacuum system
   18. Inspect return inlets
   19. Inspect pump room valve system

6. **VANDALISM:** the Customer shall pay additional reasonable charges for cleanup required as the result of vandalism to the Company. Subject to prior approval by Customer.

7. **PERMITS:** The Company will apply for and obtain from the local health department or other regulatory agency a swimming pool operating permit for each pool for the Customer, prior to May 1st. Company will pay for, in advance, all fees associated with obtaining the permit. Cost of the permit will be invoiced to the Customer under the terms in section (24) PAYMENTS. The Company shall advise and assist the Customer regarding the permit, and will make any necessary repairs and provide those parts and items required to satisfy health department requirements. These repairs will be made in accordance with section (16) REPAIR WORK. A copy of the permit(s) MUST BE DELIVERED TO CUSTOMER no
later than April 30, 2012. Failure to deliver a copy of the permit to Customer by April 30\textsuperscript{th} will result in an immediate loss of income for the Company. THE COMPANY WILL NOT BE PAID FOR EACH DAY BEYOND APRIL 30\textsuperscript{TH} THAT THE POOL DOES NOT HAVE A PERMIT. There will be no exceptions to this. If the Company does not have the necessary permit (2) within fifteen (15) days, the contract may be terminated by Customer. ALL PERMITS MUST BE IN THE NAME OF THE NEIGHBORHOOD. Permits may not be in the name of a Builder or NMA. Permits assigned to the wrong party will not be accepted.

8. **MINIMUM SAFETY STANDARDS**: The Company shall bring the Customer’s pool into compliance with minimum standards in the following areas:

   1. Safety warning signs on pool deck.
   2. Tile depth marking at water line and on pool deck.
   3. Safety equipment: ring buoy(s), rescue tube(s), shepherd hook(s), first aid kit, safety rope with buoys.
   4. GFI circuit breakers for underwater pool lights.

Payment for work and equipment to bring Customer’s pool within minimum standards on the above items shall be the responsibility of the Customer. In accordance with section (24) **PAYMENTS**.

**Note**: Company shall have the right to cancel this Agreement, if Customer elects not to have pool brought up to minimum standards as defined above.

9. **POOL OPERATIONS**: (if applicable) Company agrees to furnish certified lifeguards trained in LGT (Lifeguard Training), Community CPR and First Aid to operate the pool on a schedule as determined by the Customer’s Board of Directors.

   Company represents and warrants it has specific knowledge of all applicable laws, codes and regulations, whether State, County, Municipality or otherwise, regarding the pool(s) operation and maintenance including, without limitation, providing the required number of properly trained lifeguards, and will ensure that its employees, agents and other parties follow all applicable laws, codes and regulations.

   At any time when its lifeguard is not on duty, the Company will ensure that access to the Slide is closed and locked and that the Slide is not in operation and is unable to be activated.

   **Lifeguard assignments may not include a guard that is a resident of the Neighborhood where the pool is located.**

   NO CHANGE IN DATES OF OPERATION OR HOURS OF OPERATION CAN BE ACCEPTED UNLESS WRITTEN AUTHORIZATION FROM THE BOARD OF DIRECTORS IS RECEIVED THIRTY (30) DAYS PRIOR TO CHANGE REQUEST.

10. **WADING POOL** (if applicable): Company agrees to maintain the wading pool and, where applicable, to maintain water chemistry.

11. **PERSONNEL**: All Company personnel who will work at the Customer’s pool in fulfilling the terms of this Agreement, including all lifeguards, shall be employed solely by the company and be employees of the company. NO LIFEGUARDS SHALL BE ENGAGED
BY THE COMPANY AS AN “INDEPENDENT CONTRACTOR” TO FULFILL THE TERMS OF THIS AGREEMENT.

1. The Company agrees to pay the following for Company employees including all lifeguards:
   a. wages
   b. income tax withholdings
   c. Social security withholdings
   d. State unemployment insurance
   e. Federal unemployment insurance
   f. Workmen’s compensation insurance

2. The Company will train personnel. Personnel not performing up to the standards of the Customer will be replaced by the Company immediately.

3. Personnel employed by the Company shall have Basic Life Guarding Certificates, Lifeguard Training Certificates, or the equivalent, as well as community CPR and First Aid.

4. Personnel employed by the Company shall go through the Company’s orientation training, onsite training, and a post Memorial Day guard training review.

5. Personnel will be trained in the area of blood borne pathogen and provided a blood borne pathogen exposure control kit.

6. Lifeguards shall have the authority to discipline swimmers and any and all other persons within the pool facility, within their best judgement and sole discretion consistent with the published and posted rules of the Customer and minimum safety standards as established herein.

7. Certified Pool Operators (CPO) will train all management personnel on independent mechanical operation of Customer’s facility.

8. Company’s full time management staff will supervise personnel. Company supervisors will inspect the Customer’s facilities no less than two (2) times each week to check performance of personnel.

9. Company will invest substantial resources to train and convey information concerning operational techniques and management procedures to its employees at Customer’s facility and Customer acknowledges that such information and investment is a valuable asset of Company’s business. Customer agrees NOT to hire or consult (without the prior written consent of Company) any employee or former employee of the Company for a period of one (1) year from the date of expiration or cancellation of this agreement.

12. PERSONNEL RESPONSIBILITIES: Company personnel will be responsible for the following duties:

1. Life guarding all pools, including but not limited to the main pool, wading pool, baby pool and all Water Slides.
2. Checking water chemistry and record readings a minimum of three (3) times a day
3. Maintaining chemical balance of pool water
4. Cleaning tiles around pool edge
5. Back washing filtration system as needed
6. Cleaning pump system strainer basket
7. Cleaning bathhouse daily, and inspect same each hour
8. Cleaning swimming pool area daily
9. Vacuuming pool a minimum of two (2) times per week or as needed
10. Emptying trash receptacles and placing receptacles at the clubhouse curb on trash days
11. Straightening deck furniture
12. Replenishing janitorial supplies in bathhouse
13. Enforcing Customer and Company’s rules for the safety and convenience for Customer’s members
14. Assisting Customer in collecting guest fees and monitoring membership, keeping in mind life guarding and safety is always first priority
15. Providing a Gate Monitor (non Lifeguard) to assist in controlling access to the pool facilities by non-members.
16. Maintain mechanical equipment
17. Report all medical or disciplinary action to the Company (copies of reports available to Customer upon request)
18. Contacting of Board personnel prior to opening for instruction on Customer’s rules and regulations.
19. Lock and secure facility upon closing. In cases where members may swim when guard is not on duty the guard will announce their departure and secure the facility.
20. Demonstration of safety rescue procedures.
21. Report and document all action that may jeopardize the spirit and content of this agreement.

13. RAIN DAY: On rain days the Company will keep one (1) lifeguard at the pool at all times during scheduled hours. Closing of pool will only be at the discretion of Customer during inclement weather. Company will confirm closing with Board of Directors or its’ designee.

14. WATER QUALITY: At no time will the water chemistry cause a failure of permission to operate the pool granted by the State, County, City or other applicable regulatory body. In the event permission is revoked to operate the pool due to poor water quality, Customer shall be entitled to a partial refund of the contract price set forth herein computed by the following formula:

\[
\text{Number of days closed, times the average daily portion of the contract price (total price divided by number of days pool is to be in operation as determined by this Agreement).}
\]

If, in the discretion of the Company, it is determined that the water quality is insufficient to properly operate the pool, the Company shall have the right to close the pool for such period of time as shall be necessary to correct the water quality. Any such closing shall entitle Customer to a refund in accordance with the formula stated above.

All of the foregoing notwithstanding however, the Company shall be excused from maintaining water qualities established herein and the Customer shall be entitled to no refund in the event of any Act of God, interference by Customer or other circumstances beyond the control of Company make such maintenance impossible.

Any work performed by company shall be subject to the condition in the (16) REPAIR WORK provision of this Agreement.

15. CHEMICALS AND SUPPLIES:

Company agrees to supply, at its expense:

1. All chemicals for safe and clean pool water throughout the summer.
   Chlorine  Metal remover
Calcium chloride  Soda ash
Sodium bicarb  Pool clarifier
Stabilizer  Acids
Algaecides  Diatomaceous earth

2. The following bathhouse supplies:
   Soap  Deodorizers
   Disinfectant  Toilet Tissue
   Paper Towels  Trash Can Liners

3. The following cleaning supplies:
   Mops  Toilet Bowl Brush
   Brushes  Scrubbies
   Dust Pan  Sponges
   Buckets

4. Normal incandescent light bulbs for the bathrooms, pump room, and lifeguard room. The Customer shall be responsible for the cost of replacing all other light bulbs.

   Customer shall be responsible for providing, at no cost to the Company, other equipment:

   Water Hoses  Algae Brushes
   Pool Vacuum Heads  Leaf Net
   Pool Poles  Shepherd Hook
   Pool Vacuum Hoses  Pool Rule Sign
   Ring Buoys  Trash Receptacles
   Rescue Tubes  Water Test Kit
   Safety Rope and Buoys  First Aid Kit

   Company agrees to re-supply, at its expense, the following:

   First aid supplies:
   Band-aides
   Gauze pads
   Antibacterial cream
   Bee sting swabs

16. REPAIR WORK: The Company shall stand ready to perform any repair work needed during the term of this agreement; however, Customer shall have the option of using another contractor for repair work. Work will be billed as follows:

   1. Company will perform minor repairs to the pool and recirculation system as part of the service provided; however, the Customer shall pay for parts and/or materials.
   2. Any repairs required as the result of error by Company shall be paid for the Company with no cost to the Customer.
   3. For repair work, items, or parts wherein the cost does not exceed $100.00, the Company shall invoice Customer.
   4. Any work or equipment in excess of $100.00 to be provided by Company or Company’s Sub Contractors shall be undertaken only upon authorization by the designated representative of Customer. Upon authorization, Company will perform work and
invoice Customer. In the event the Customer elects not to have such work performed, Company may cancel this Agreement if the failure to have such repair work performed interferes with the Company’s ability to carry out its responsibilities under this Agreement.

5. The Company will arrange for repair of plumbing or electrical equipment at the Customer’s request. The cost of such repairs, plus fifteen (15) percent, to be billed to Customer by the Company.

6. The Company will advise the Customer with regards to any necessary major repairs.

7. All invoices for repair work must be completely itemized and must be received within ninety (90) days of the completion of the repair.

8. If any repair work requires the draining and refilling of the pool, Company must refill from a hydrant using a hydrant meter, or use a water line that does not have sewer attached to its charges. Failure to do so will result in the Company being charged for the sewer usage by deducting the amount from the next payment.

9. There shall be no “fuel surcharge” for a trip to do repair work at the pool.

17. INSURANCE/LIABILITY: The Company shall maintain and keep in full force the following coverage:

   1. Worker’s Compensation insurance covering all persons engaged on behalf of the Company in the performance of the terms of this agreement.
   2. General liability insurance in the amount of $5,000,000.00 for each accident and $5,000,000.00 for each person. This may be included in the umbrella portion of the policy.
   3. Professional liability insurance on the lifeguards in the amount of $5,000,000.00.

   Company agrees to supply copies of certificates of insurance to the Customer verifying the above-mentioned insurance coverage. Company agrees to list Customer as an Additional Insured of the Company’s General liability insurance. A copy of the current policy showing the above limits and listing both the Neighborhood and NMA as additional insureds, must be delivered to Customer no later than April 30, 2012 or contract may be considered null and void.

18. MISCELLANEOUS:

   1. Customer agrees to allow Company to display a sign on the pool premises in a conspicuous place designating the responsibility to the Company for the pool staff.
   2. Customer agrees to communicate any comments, suggestions, or complaints concerning the pool, pool staff, or management service directly to the Company management as well as the pool manager.
   3. The Company shall not be liable for pool damages caused by hydrostatic lifting.
   4. If there is a change in local, state or federal laws concerning minimum wage, or concerning any other cost aspect relating to this proposal, the Company may present a new contract amount to Customer, who will have thirty (30) days to accept or reject the new amount. If the Customer does not accept the new amount, this contract is voidable at the Company’s option.

19. PRE/POST WALK THROUGH: The Company will invite the Customer to join them in a complete inspection of the Customer’s facility. It is the intention of the company to provide the Customer with a detailed and specific account of the condition, and long term as well as
short term needs of the pool. Upon inspection, the Company will provide a written report sent to the Customer. At the Customer request, Company will perform any repairs listed in the report, in accordance with section (16) REPAIR WORK.

20. CLOSING: Unless the Customer elects otherwise, the pool will be considered closed to swimmers October 1st, and the Company will close the pool as soon after that date as Company deems possible. The Company will complete the following services to close the pool:

1. Pump pool water to correct level.
2. Company will drain all lines and fixtures in the bathhouse. Work will be completed by November 1. Company assumes responsibility for any freeze damage and will repair any damage at Company’s expense with the exception of damage due to circumstances beyond the company’s control. Cost for winterizing bathhouse will be billed to Customer.
3. Install Customer’s cover. (If applicable)
4. Drain pumps and hair/lint strainer.
5. Backwash and drain filter tanks
6. Open all valves to appropriate settings.
7. Clean and store customer’s deck furniture.
8. Remove and store skimmer parts.
9. Cover all skimmers with plastic to prevent winter rain from refilling drained skimmers.
10. Remove and store all moveable ladders and lifeguard chairs.
11. Clean and store chemical feeders.
12. Drain and store hoses.
13. Lubricate filter system valves and grease motor bearings.
14. Add winterization chemicals to pool to retard algae growth.
15. Prepare pool and pool plumbing lines for freeze protection; Company agrees to use common and accepted winterization techniques, but assumes no responsibility for freeze damage. Company will inject anti-freeze in skimmers and related fixtures.
16. Prepare an inspection closing report.
17. Send a letter requesting a personal walk through inspection of your facility.

21. WINTER MAINTENANCE: Company will for the period of this Agreement maintain pool no less than one (1) time each week during the winter months of January through April and October through December by:

1. Water quality
   a. Free chlorine to be 0.5 – 1.0
   b. PH to be 7.2 – 7.8
   c. Combined chlorine to be 1 ppm or less
   d. Total alkalinity to be 80 – 140 ppm
   e. Cyanuric acid to be 100 ppm or less
   f. Calcium chloride to be no less than 350 pp and not greater than 450 ppm
   g. Add winterization chemicals to retard algae growth
2. Equipment
   a. Clean and lube all pumps
   b. Winterize all lines not in use in pool and pump room area
c. Winterize filters if not operating (Does not include restrooms and related pipes)

d. Check and maintain all Freeze Guard Devices and Timers (if applicable)

e. Backwash filtration equipment (if applicable)

f. Clean hair and lint trap weekly (if applicable)

3. General upkeep

a. Remove and clean leaves from pool as needed

b. Vacuum pool once every two (2) weeks

c. Keep pool and pool area clean

d. Check and clean restrooms

e. Clean and keep debris off of cover(s) (if applicable)

f. Pump rainwater off of solid cover(s) (if applicable)

g. Check pool weekly and log in on sign-in sheet

h. Blow off pool deck

i. Lower pool water and maintain proper water level in swimming pool (This is to protect freeze damage to skimmer lines caused by rainwater filling up pool).

j. Add sump pump to pool weekly to circulate chemicals

k. Mail our Winter checklist inspections to customer once each month

l. Complete pool clean up:
   1. Vacuum
   2. Skimmers cleaned
   3. Brush walls, etc.
   4. Remove, fold, and store pool cover (if applicable)
   5. Start up pump filtration equipment
22. **PAYMENTS**: The Company hereby proposes to perform the work and services set forth above for the price of $___________ per swim year, upon specification, conditions and terms as set forth herein. Payments by Customers to company shall be made in accordance with the following schedule (12 payments):

1. Two point five (2.5%) percent on or before January 15, 2012. $ 
2. Two point five (2.5%) percent on or before February 15, 2012. $ 
3. Two point five (2.5%) percent on or before March 15, 2012. $ 
4. Two point five (2.5%) percent on or before April 15, 2012. $ 
5. Five (5%) percent on or before May 15, 2012. $ 
6. Twenty-five (25%) percent on or before June 15, 2012. $ 
7. Twenty-five (25%) percent on or before July 15, 2012. $ 
8. Twenty-five (25%) percent on or before August 15, 2012. $ 
9. Two point five (2.5%) percent on or before September 15, 2012. $ 
10. Two point five (2.5%) percent on or before October 15, 2012. $ 
11. Two point five (2.5%) percent on or before November 15, 2012. $ 
12. Two point five (2.5%) percent on or before December 15, 2012. $ 

**Total** $ 

Payments are due as indicated above.

23. **CANCELLATION**: The Customer shall have the right to cancel this Agreement with cause immediately upon the commission of an egregious act by the Company, and with or without cause upon thirty (30) days written notice to Company. Upon termination, the Customer shall be entitled to a refund of any monies paid in advance computed as follows:

_A daily portion of the contract price shall be computed by dividing the total contract price by the number of days pool was to be open to members as determined by the Agreement. This daily price shall be multiplied by the number of days pool was operated under this Agreement. That amount shall be subtracted from the total amount of contract price paid to company by Customer as of termination date. The resulting figures shall be the refund to which the Customer is entitled. Refund shall be paid within fourteen (14) days after termination._
24. **CUSTOMER CONTACT PERSON:** Please direct all Company communications to the following customer representative:

    Neighborhood Management Associates, Inc.
    P. O. Box 87363
    Atlanta, Georgia 30337
    Work Telephone: (770) 703-2333
    The physical address of NMA is 4125 Atlanta Road, Smyrna, GA 30080

27. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of ______________.

28. **ENTIRE AGREEMENT, MODIFICATION, and BINDING EFFECT:** This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements, understandings or negotiation, written or oral. This Agreement may not be modified or amended except in writing, signed by both parties hereto. This Agreement shall be binding upon and ensure to the benefit of the Customer and Company and so their respective heirs, successors and assigns.

29. **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 of 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.

30. **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.

31. **NO DISCRIMINATION:** No action shall be taken by the Declarant, the Association, the Board of Directors or Company which would discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status or disability, including, but not limited to times of “Adult Swim” and restricting usage of the pools to anyone over the age of thirteen (13) at any time.

32. **INDEMNIFICATION.** Company hereby covenants and agrees to indemnify and hold harmless the Customer from and against any and all losses, damages, costs and expenses, including, without limitation, attorney's fees and court costs, that may be incurred or suffered by Customer as a result of any claim, including, without limitation, a claim for negligence, being asserted against Customer by any party which arises from, results from, relates directly or indirectly to, or is in any way whatsoever connected with Company's obligation and duties under this Agreement.
33. Please complete the items below:

Yearly Maintenance charge ________________
Hourly Rate for Lifeguard services ____________
Hourly Rate for non-Lifeguard Gate Monitoring services __________
Hourly Rate for Pool Repair services ___________
Trip charge for Pool Repair Services ___________

34. ACCEPTANCE: Acceptance of this Agreement by Customer through signatures below, and return of this Agreement along with any payments due hereunder will constitute a contract entered into in accordance with the specifications, terms and conditions and addenda attached hereto.

For the Customer:

By: ____________________________
Name: __________________________
Title: ___________________________
Authorized Agent – “Customer”
Date: __________________________

For the Company:

By: ____________________________
Company: ________________________
Address _________________________
Tax ID: __________________________
Name: __________________________
Cell ___________________________
Title: __________________________
Office # ________________________
Officer – “Company”
Office Fax ______________________
Date: __________________________
Email __________________________