

City of Lorain | Oakwood Park



HASTINGS WATER WORKS

The Aquatic Management Professionals

www.hastingswaterworks.com

10331 Brecksville Road • Brecksville, Ohio 44141

p. 440-832-7700 • f. 440-832-7701

Aquatic Facility Management Agreement for 2026

Multi-Year Options 2027 & 2028

Submitted: 1/28/2026

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I. AQUATIC FACILITY MANAGEMENT (AFM) AGREEMENT SPECIFICATIONS

This **Aquatic Facility Management Agreement** (hereinafter “Agreement”), made and entered into as of the date set forth herein by and between **Hastings Water Works, LLC**, an Ohio limited liability company, (hereinafter “HWW” or HWW’s), and **City of Lorain | Oakwood Park** (hereinafter “OWNER” or “OWNER’S”).

In consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DAYS AND HOURS OF OPERATION OF POOL

A. HWW agrees to perform and provide the services set forth herein for OWNER at the **City of Lorain | Oakwood Park** pool, located in Lorain, Ohio.

a. The annual season dates (hereinafter “Season”), daily open hours and lifeguard staffing schedules for OWNER’S pool shall be as follows:

2026 “Season”: Friday, June 5, 2026 through and including Saturday, August 15, 2026

2027 “Season”: Friday, June 4, 2027 through and including Saturday, August 14, 2027 (option to opt out if OWNER notifies HWW before January 1, 2027)

2028 “Season”: Friday, June 2, 2028 through and including Saturday, August 12, 2028 (option to opt out if OWNER notifies HWW before January 1, 2028)

b. Daily Open Hours will be scheduled as follows:

SCHEDULE	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Daily	11:00 AM-5:00 PM	1:00 PM-7:00 PM	1:00 PM-7:00 PM	1:00 PM-7:00 PM	1:00 PM-7:00 PM	1:00 PM-7:00 PM	11:00 AM-5:00 PM
Holidays	11:00 AM-5:00 PM	1:00 PM-7:00 PM	1:00 PM-7:00 PM	1:00 PM-7:00 PM	1:00 PM-7:00 PM	1:00 PM-7:00 PM	11:00 AM-5:00 PM

c. The following days are considered “Holidays” when referenced in this agreement; Memorial Day, Juneteenth Day, Fourth of July, and Labor Day

d. Lifeguard One (1) will be on duty during all open pool hours; scheduled to arrive up to one (1) hour early for opening duties and depart within fifteen (15) minutes after the pool closes daily.

e. Lifeguard Two (2) will be on duty during all open pool hours; scheduled to arrive up to thirty (30) minutes early for opening duties and depart within fifteen (15) minutes after the pool closes daily.

f. Lifeguard Three (3) will be on duty during all open pool hours; will be allowed a total of fifteen (15) minutes combined for arriving before and/or departing after their daily shift.

g. Lifeguard Four (4) will be on duty during all open pool hours; will be allowed a total of fifteen (15) minutes combined for arriving before and/or departing after their daily shift.

h. Summer Camp will be held for five (5) weeks per Season during which there will be one (1) day per week during the five (5) week period that the pool will open early at 11:00 a.m. The weekday for which the summer camp early open hours will occur will be determined at the beginning of each Season along with the start and end dates of the five (5) week summer camp. There will be two (2) lifeguards staffed during the summer camp early open pool hours.

i. Any lifeguards not assigned to the opening or closing shift (i.e., mid-day lifeguard), will be allowed a total of fifteen (15) minutes combined for arriving before and/or departing after their daily shift.

j. The following dates, staffing hours and hourly rates apply to the corresponding years below.

Season	LG Hours	LG Hourly Rate
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2026	1,793	\$ 42.50
2027	1,793	\$ 43.56
2028	1,793	\$ 44.65

2. PAYMENT SCHEDULE

- A. Payments shall be made by OWNER in five (5) monthly installments. All amounts due hereunder shall be invoiced by HWW thirty (30) days prior to the applicable due date and all amounts shall be paid by OWNER within thirty (30) days from date of invoice.
- B. Payment due dates and amounts due shall be as follows:

Annual Due Date	2026 Season Monthly Installments	2027 Season Monthly Installments	2028 Season Monthly Installments
May 1	\$19,547.60	\$20,066.20	\$20,597.00
June 1	\$19,547.60	\$20,066.20	\$20,597.00
July 1	\$19,547.60	\$20,066.20	\$20,597.00
August 1	\$19,547.60	\$20,066.20	\$20,597.00
September 1	\$19,547.60	\$20,066.20	\$20,597.00
Total Price	\$97,738.00	\$100,331.00	\$102,985.00

- C. If OWNER becomes more than ten (10) days delinquent on any payment, HWW retains, without limiting any of HWW’s rights or remedies hereunder or at law, the right to (i) immediately suspend lifeguard staffing and other services described herein, and (ii) accrue late interest at a rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is greater, plus all expenses of collection, each until all past due payments are paid in full. No refunds will apply if and when lifeguard staffing and other services have been suspended while awaiting payment on a past due invoice(s). HWW may accept partial payment of any sum due and/or set off any amounts owed hereunder prior to issue OWNER any refunds, without notice and without waiving its rights.
- D. The fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “Taxes”). Customer is responsible for all Taxes incurred hereunder. If Vendor has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Vendor will invoice Customer and Customer will pay that amount unless Customer provides Vendor with a valid tax exemption certificate.

3. AQUATICS STAFFING

- A. Should a lifeguard’s shift be reduced to less than four (4) hours due to decisions or actions of OWNER, OWNER will remain responsible for payment of a minimum of four (4) hours of each lifeguard shift.
- B. HWW retains the authority, at its discretion, to close OWNER’S pool due to inclement weather or if the air temperature at the OWNER’S pool is less than sixty-nine (69) degrees Fahrenheit. HWW shall endeavor to contact the pool liaison listed in section II(1)(B) prior to closing the pool under this authority.

- C. OWNER may be eligible to receive a refund/credit equal to 100% of the Lifeguard hourly rate listed in section I(1)(A)(j) of the year in effect for every hour the pool was not open for use during the scheduled Open Pool

Hours listed in section I(1)(A)(b) due to staffing shortages caused solely by HWW; provided, however, that the foregoing shall not apply in the event that the pool was not open due to OWNER's breach of this Agreement or any other circumstances which are beyond HWW's reasonable control, including, without limitation, a Force Majeure event, inclement weather, or air temperature less than sixty-nine (69) degrees Fahrenheit.

- D. In order to claim the foregoing refund/credit, OWNER must submit a written request to HWW within ninety (90) days after the end of the applicable Season outlining the dates and times which the pool was open due to HWW's failure to meet its staffing requirements. HWW will review each such request, and pending HWW confirmation, HWW will remit refund/credit within ninety (90) days after the end of Season and only after any outstanding balance of OWNER'S has been paid in full to HWW.
- E. If HWW and OWNER both agree in writing that additional personnel are required to staff OWNER'S pool, an additional charge per lifeguard hour will apply based on OWNER'S annual lifeguard hourly rate listed in section I(1)(A)(j) of this Agreement. This hourly rate will also apply if OWNER and HWW agree in writing to add additional daily open pool hours and/or extend the Season beyond the dates stated herein.
- F. HWW has the option and retains the right to staff a temporary lifeguard if deemed necessary by HWW when the number of patrons inside the fenced in area of the pool exceed capacity of current lifeguard rotation on any day. OWNER shall be invoiced at the annual lifeguard hourly rate listed in section I(1)(A)(j) of this Agreement per temporary lifeguard hour under this authority. All charges for a temporary lifeguard will be invoiced separately from this Agreement. HWW will endeavor to notify OWNER when a temporary lifeguard will be used.
- G. Swim Lesson lifeguards and Instructor staffing are not included in this Agreement and will be addressed separately from this Agreement.

II. AQUATIC FACILITY MANAGEMENT (AFM) TERMS & CONDITIONS

1. NOTICES AND COMMUNICATIONS

- A. All notices, demands or other communications initiated by OWNER and/or OWNER representative(s) listed in Section (II)(1)(B) shall be sent via email to Gilon Rubanenko, General Manager at: management@hastingswaterworks.com.
- B. All notices, demands or other communications, including day-to-day operations, initiated by HWW shall be sent via email to OWNER and/or OWNER representative(s) listed below:

Property Management Company	In-House	In-House
Name	Lori Garcia	Melinda ("Mindy") Stoyka
Title	Public Property Manager	Parks and Recreation Superintendent
Email	lori_garcia@cityoflorain.org	melinda_stoyka@cityoflorain.org
Work	(440) 204-2550	(440) 204-2550
Mobile	(440) 258-3510	(440) 328-6004

- C. OWNER agrees to notify HWW via e-mail of any changes to the contact information listed above.

2. EMPLOYEES

- A. All lifeguard and pool personnel are employees of HWW, not OWNER.
- B. All lifeguards working at OWNER'S facility shall be certified in accordance with the rules and regulations specified by the State of Ohio.
- C. HWW shall be solely responsible for hiring all of its employees.
- D. HWW shall be solely responsible for terminating employment of its employees.

- E. HWW shall be responsible for training and conveying information to its employees concerning the day-to-day operations of OWNER'S pool.
- F. An HWW Service Technician and/or an Aquatics Manager shall make a minimum of one (1) service stop at OWNER'S facility each week during the Season to ensure all filtration systems and related deck equipment are operating properly, as well as test, record and balance as necessary, water chemistry.
- G. HWW shall be responsible for the payment of wages, taxes, unemployment insurance and workman's compensation for its employees.
- H. In the event of any increases in federal or state minimum wage guidelines that affect the hourly rate of pay for any of HWW's lifeguards and related pool personnel, the parties shall promptly amend this Agreement to reflect any direct or indirect increases of payroll costs to HWW. OWNER agrees that 100% of said cost increase shall be borne by OWNER.
- I. OWNER hereby agrees that it shall NOT interfere with, solicit, offer employment, hire, consult with, and/or allow to work at OWNER'S or any of OWNER's affiliated entities pool(s), in any capacity whatsoever, whether directly or indirectly employed by or on behalf of OWNER, any current or former HWW employees, without prior written consent from HWW, for a term of one (1) year from the date of expiration or termination of this Agreement. To the fullest extent permissible under applicable law, in the event of breach of any of the foregoing, OWNER agrees that it shall pay to HWW, as liquidated damages and not a penalty, and amount equal to two times (2x) the annual salary of such employee. OWNER acknowledges that the foregoing conditions and liquidated damage payments are commercially reasonable, and that HWW's willingness to enter into the Agreement is expressly contingent upon OWNER's unconditional agreement and compliance with the foregoing; provided, however, that if a final determination is made by a court of competent jurisdiction or an arbitrator that the time or territory or any other restriction contained in the Agreement is an unenforceable restriction against OWNER, then the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court or arbitrator may determine or indicate to be enforceable.

3. SPRING OPENING OF POOL

- A. **HWW** will open OWNER'S pool by performing the following procedures prior to the start of the Season:
 - Remove, clean and store winter cover on site
 - Fill or drain pool to proper operating level
 - Monitoring and terminating refilling process during Spring Opening
 - Test, record and balance water chemistry as needed
 - Reassemble & place into operation: filters, pumps, heaters, chemical feeders & related equipment
 - Reassemble restroom plumbing and place into operation (cleaning not included)
 - Skim, vacuum and brush pool, clean tiles
 - Display safety equipment such as: signs, Shepard's crook, ring buoy, etc.
 - Install: ladders, handrails, diving board(s), solar cover/reel and miscellaneous deck equipment
- B. **OWNER** shall address the following items prior to the start of the Season:
 - a. OWNER shall apply for, obtain at its expense and post as instructed, all necessary licenses, permits, and similar approvals required from time to time by state, county and local officials prior to pool opening for the Season.
 - b. OWNER shall at its expense provide any and all necessary maintenance and safety equipment; including but not limited to vacuum hose, 12' reach pole with Shepard's crook, safety throw ring, vacuum pole, vacuum head, backboard, lifeguard chair(s) and lifeguard umbrella(s), needed to properly maintain pool in a clean and safe condition. Any and all maintenance and safety equipment cost shall be borne by OWNER.
 - c. OWNER shall provide HWW two (2) sets of keys for the entire pool facility prior to Spring opening.

- d. OWNER agrees to assist HWW with the turning off of the water supply once the pool has been filled during the spring opening process. HWW shall request this support when needed.
- e. If main facility water supply is turned on/off for the Summer and Winter season at the street with a "curb stop," OWNER is responsible for making arrangements to have water turned on/off by the proper authority. OWNER must contact HWW when water is scheduled to be turned on/off at street. HWW will not be responsible for winterizing the main water line entering the facility from the street or similar location, unless arrangements to do so have been previously agreed upon via email by OWNER and HWW.
- f. *Additional OWNER responsibilities include:*
 - Remove furniture from onsite storage
 - Stage pool furniture on deck
 - Clean pool furniture
 - Test and ensure proper operation of emergency phone
 - Ensure main water supply is turned on at street or curb stop (if applicable)

4. DAILY LIFEGUARD DUTIES

- A. HWW shall be responsible for providing any and all personnel required to perform HWW's obligations hereunder in a clean and safe manner during the aforementioned open hours of the pool.
- B. HWW shall provide a minimum of one (1) field supervisor who shall make a minimum of one (1) weekly check at OWNER'S pool, as well as meet with OWNER upon request to discuss any concerns or questions.
- C. HWW personnel will provide the following services daily and/or as needed to ensure the safe and clean operation of the pool:
 - a. Skim and vacuum pool(s), empty deck skimmer baskets and pump baskets.
 - b. Police deck area within pool enclosure for litter and debris.
 - c. Maintain restrooms in a litter-free manner; replace soap, paper towels and toilet paper provided by OWNER.
 - d. Clean pool tiles.
 - e. Maintain filtration systems in proper working order, including backwashing when necessary.
 - f. Test and record water chemistry as required by local and state health departments.
 - g. Routinely add any and all chemicals to maintain pool water in proper chemical balance.
 - h. Beginning of shift (if applicable); remove and store vacuum cleaning robot.
 - i. End of shift (as needed); install, initiate, and confirm proper cleaning operation of vacuum cleaning robot.
 - j. HWW personnel will use reasonable efforts to assist OWNER to enforce all reasonable rules.
 - k. HWW reserves the right to reassign lifeguards performing non-lifeguard duties, to lifeguard duties poolside when situations warrant such measures to be implemented, as determined by HWW.
- D. HWW will NOT be responsible for the collection of any monies at any time.

5. CHEMICALS, SUPPLIES AND MISCELLANEOUS

- A. HWW shall provide any and all chemicals* (excluding CO2) needed to maintain OWNER'S pool in a safe, clean condition throughout the Season. This includes any and all chemicals* necessary to initially start and balance the water chemistry at the beginning of the Season as well as all chemicals needed to close and winterize the pool.
 - a. Phosphate treatments are not included in the provided HWW chemicals of this Agreement and shall be addressed on an individual basis, separate from this Agreement. HWW shall contact OWNER with a written description and associated cost of the treatment. OWNER shall be invoiced separate from the Agreement upon completion of a phosphate treatment.

- b. If OWNER'S pool is determined to have a leak at any time during the Season, additional costs may be charged by HWW to the OWNER for additional chemical usage to maintain the fresh pool water in proper chemical balance. Charges for additional chemicals due to pool leaking shall not exceed One Dollar (\$1.00) per 100 gallons of estimated daily water loss.
 - c. If the pool needs to be chemically treated due to reasons beyond the control of HWW such as vandalism or fecal contamination, there may be an additional charge for HWW chemicals used to restore the pool to a safe chemical level. HWW shall contact OWNER with a written description and an estimate. HWW will not provide service and/or chemicals, unless OWNER has agreed to such in writing. OWNER shall be invoiced separate from the Agreement upon approval and HWW completion of service.
 - d. In the event HWW's supply costs for chemicals or supplies increase annually by more than five percent (5%), then HWW shall be entitled to invoice OWNER for such increases as a separate surcharge.
 - e. OWNER shall provide CO2 at OWNER'S expense, including but not limited to CO2 affiliated costs (tank, delivery, et.).
- B. HWW shall provide and restock during the Season at HWW'S expense, a first aid kit and water chemistry testing kit that meet HWW, state and local health department standards.
 - C. OWNER shall provide proper and adequate storage space for one (1) month's supply of chemicals to maintain proper pool water chemistry for OWNER'S pool.
 - D. OWNER shall supply and restock at OWNER'S expense, all bathroom supplies, paper products, cleaning products and tools to maintain bathrooms, pump room and guard room in a clean manner.
 - E. Access to the swimming pool pump room (also referred to as "equipment room"), will be limited to HWW employees only. Should access be made into the swimming pool pump room by OWNER, it's agents, representatives, employees or contractors, OWNER hereby agrees to indemnify, defend, and hold harmless HWW, its affiliates, and each of its and their respective members, directors, officers, shareholders, partners and employees (collectively, the "HWW Indemnitees"), for, from and against any and all costs, damages or losses (including reasonable attorneys' fees and expenses) (collectively "Losses") arising out of or resulting from a third party claim, demand, suit or administrative proceeding (each, a "Claim"), directly or indirectly arising and/or resulting from OWNER allowing, granting permission or providing access and/or authorized or unauthorized entry into the swimming pool pump room to persons other than HWW employees.
 - F. Pump room shall be locked and secured at all times unless access to equipment is needed, per the Ohio Administrative Code.

6. WINTERIZATION/CLOSING OF POOL

- A. HWW shall, within a reasonable amount of time, close the pool and winterize it for the winter season upon completion of the scheduled Season. The following services shall be included in the closing:
 - Test and balance pool water chemistry for winter season
 - Skim and vacuum pool
 - Lower pool water velow skimmers or to OWNER recommended water level
 - Drain excess liquid chlorine from drum into pool
 - Evacuate/blow out all water from plumbing lines
 - Drain/Winterize: filters, pumps, heaters, chemical feeders and related equipment
 - Remove and secure automatic chemical controller probes - store properly at HWW warehouse
 - Remove and store all safety equipment on site
 - Remove and store: ladders, handrails, diving board(s), solar cover/reel
 - Deep clean cartridge or D.E. filter systems
 - Install pool cover
 - Disconnect drain and winterize all restroom plumbing - close and secure (cleaning not included)

- B. **OWNER** is responsible for contacting the proper authority to schedule and coordinate the turning off of the water supply at the street, if water supply to the facility is to be turned off at the street.
- a. Responsibility for winterization of main water line from the pump room to the main water supply shut off located in the street or other location will be borne by OWNER unless specifically requested by OWNER in writing to HWW prior to the closing. Access to the water supply shut off must be provided.
 - b. *Additional OWNER responsibilities include:*
 - Store all pool related furniture on site at pool facility
 - Remove and store emergency phone
 - Ensure main water supply is turned off at street or curb stop - if applicable

7. REPAIRS

- A. All repairs, materials, products, and services above and beyond normal daily maintenance shall be addressed at OWNER's expense on an individual basis, separate from this Agreement. HWW shall contact OWNER with a written description and an estimate of any repairs, materials, products, and services needed to be done that are outside the scope of this Agreement. HWW will not make or provide any repairs, materials, products, and services other than those specifically agreed upon in this Agreement, unless OWNER has agreed to such in writing. OWNER shall be responsible for cost of repair and replacement of any equipment, and for the repair of any unsafe conditions that may exist or occur at OWNER'S pool.
- B. All repairs shall be billed at a rate not to exceed one hundred and ninety-six dollars (\$ 196.00), per working hour.

8. PARTIES

- A. HWW shall provide when available and requested by OWNER personnel for pool parties, which does not include Swim Team practices, Swim Team meets nor Swim Lessons.
- B. OWNER must request additional staffing for pool parties a minimum two (2) weeks advance notice via email to aquatics@hastingswaterworks.com
- C. All parties requiring additional lifeguard(s) will be billed separate from this Agreement directly to OWNER at the hourly rate listed in section I(1)(A)(j) per additional lifeguard hour, payable to HWW before the applicable event is scheduled.
- D. Staffing for parties will be provided on a personnel availability basis. One lifeguard is required for every additional twenty-five (25) people in attendance. HWW reserves the right to add additional lifeguard(s) when deemed necessary by HWW due to various factors relating to the specific party.
- E. OWNER is not required to use or retain HWW and/or its employees for staffing during pool parties and/or special events. However, OWNER assumes full responsibility and liability for the pool and related areas when any individuals are in the pool or pool area when HWW employees are not on duty. Furthermore, OWNER hereby agrees to indemnify, defend, and hold harmless HWW Indemnitees from any and all Claims and Losses, directly or indirectly arising and/or resulting from the use, utilization and/or operation of the pool or pool area including but not limited to, any club house, pavilion, deck or related areas during hours other than those specified in this Agreement as open pool hours, (hours of operation), unless HWW'S employees have been scheduled to provide services during such hours according to the policies set forth in this Agreement.
- F. No lifeguard will be provided by HWW beyond the hour of 12:00 a.m. (midnight) local time.

9. SAFETY STANDARDS

- A. OWNER agrees and acknowledges that its OWNER'S responsibility and duty to allow HWW to operate said pool within the established minimum safety standards when HWW personnel are on-site providing services as denoted in the Agreement. The Association of Pool and Spa Professionals (APSP) "Minimum Standards for Public Pools," and all state and local health and building codes shall be used as minimum standards for safety herein.
- B. Compliance with minimum standards relates to but is not limited to, the following:

- a. Safety warning signs - Depth markings - Safety equipment - GFCI circuit breakers
 - b. In the event HWW recommends the pool to be closed due to reasons beyond the control of HWW; HWW will immediately contact OWNER and/or OWNER representative(s) found in Section (II)(1)(B) via phone and also in writing. OWNER shall be responsible for closing the pool for patron use, including but not limited to displaying safety warning signs, notifying patrons of pool closing(s), locking access to the pool and surrounding deck and/or blocking key card patron access to the pool and surrounding deck until HWW notifies OWNER the pool can be re-opened to patron use.
 - c. When HWW is not on-site, OWNER is responsible to close the pool if at any time the pool and or surrounding deck does not meet the state and local health and building code standards for safety. OWNER is to notify HWW immediately of pool closing. OWNER shall be responsible for closing the pool for patron use, including but not limited to displaying safety warning signs, notifying patrons of pool closing(s), locking access to the pool and surrounding deck and/or blocking key card patron access to the pool and surrounding deck.
- C. All cost to ensure pool meets "minimum safety standards" is the sole responsibility of OWNER; provided, however, that HWW shall consult with OWNER for approval prior to any such costs.
- D. UNLESS OTHERWISE DESIGNATED IN THE CONTRACT SCOPE OF WORK IN SECTION I(1) AND SECTION II(4), OWNER ACKNOWLEDGES AND AGREES THAT THE SUPERVISION AND SAFEGUARDING OF CHILDREN AND OTHER GUESTS USING THE WADING POOL AND/OR SPLASH PAD (ALSO REFERRED TO AS "BABY POOL"), SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER AND/OR THE PARENTS OR GUARDIANS (WHO MUST BE AN ADULT OVER THE AGE OF 18 WHO IS RESPONSIBLE FOR SAID CHILDREN OR GUESTS) OF THE CHILDREN USING THE WADING POOL, AND THAT HWW SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER ASSOCIATED WITH THE BABY POOL. OWNER HEREBY RELEASES HWW INDEMNITIES FOR, FROM, AND AGAINST ANY AND ALL LIABILITY OR RESPONSIBILITY TO ALL USERS OF THE BABY POOL OR ANYONE CLAIMING THROUGH OR UNDER THEM FOR ANY LOSS OR DAMAGE, EVEN IF SUCH LOSS OR DAMAGE SHALL HAVE BEEN CAUSED BY THE FAULT OR NEGLIGENCE OF HWW, OR ANYONE FOR WHOM HWW MAY BE RESPONSIBLE.
- E. OWNER hereby agrees to indemnify, defend, and hold harmless HWW Indemnitees from any and all Claims and Losses directly or indirectly arising or resulting from the utilization, use, misuse or safeguarding of the Baby Pool.
- F. All pools will be closed for a fifteen (15) minute rest/safety break fifteen minutes before each hour, with the exception of the final hour before closing when no break shall occur.

10. PHONE USAGE

- A. It is OWNER'S responsibility to provide a phone in working order at the pool area. Phone ringer must be audible to lifeguard(s) poolside. OWNER is responsible for blocking the availability of all non-essential phone services. In no case, or at any time, shall HWW be responsible for any local or long-distance phone charges incurred.
- B. HWW will not be responsible for any charges whatsoever incurred on a cellular phone issued by OWNER.
- C. Per health department regulations, the pool will only be open when the telephone is in operation.
- D. OWNER shall have phone service available one week prior to the start of each Season annually.

11. VANDALISM

- A. Any vandalism shall be reported to the HWW office immediately. Additional charges for any clean up required by HWW as the result of vandalism shall be paid by OWNER.
- B. OWNER acknowledges that it is considered standard operational procedure by HWW to completely drain the swimming pool when glass is found on the pool deck or in the swimming pool. Though not specifically stated in the Ohio Revised Code, state and county inspectors have strongly recommended following this procedure. In the event glass is found on the pool deck or in the swimming pool, then the swimming pool shall be completely drained and thoroughly rinsed. OWNER shall be solely responsible for all costs incurred.

12. INSURANCE COVERAGE

- A. HWW shall carry Commercial General Liability Insurance with limits of \$1,000,000 Each Occurrence with \$2,000,000 Aggregates, as well as Umbrella/Excess Liability with limits not less than \$5,000,000 Each Occurrence and in the Aggregate. OWNER shall be included as Additional Insured for Ongoing Operations on the noted coverage. HWW will provide to OWNER a Certificate of Insurance evidencing the foregoing. All HWW employees shall be covered by Worker's Compensation and Unemployment Insurance.
- B. OWNER shall carry physical damage/property coverage on the aquatic facility itself. OWNER shall carry commercial general liability (CGL) coverage, with limits of not less than \$1,000,000 Each Occurrence and \$2,000,000 Aggregates. OWNER shall provide a Certificate of Insurance to HWW evidencing OWNER's coverage at least one week prior to the start of the Season annually, or upon request by HWW. HWW and Horizon Chemical, LLC shall be named as additional insured on all of OWNER's liability insurance policies. Such policies of insurance may not be canceled or materially changed except upon 30 days prior written notice to OWNER. It is the intent of the parties that OWNER's insurance be primary and non-contributory coverage for HWW for claims arising from OWNER's performance of under this Agreement, regardless of whatever other insurance OWNER may have available, and the insurance required pursuant to this Section shall not be deemed to limit OWNER's obligations to indemnify HWW under this Agreement.

13. FORCE MAJEURE

- A. HWW shall not be considered to be in default or breach of this Agreement, and shall be excused from performance or liability for damages to OWNER, if and to the extent it shall be delayed in or prevented from performing or carrying out any of the provisions of this Agreement, arising out of or from any act, omission, or circumstance by or in consequence of any act of God, labor disturbance or shortage, sabotage, failure of suppliers of materials, act of the public enemy, war, invasion, insurrection, riot, fire, storm, flood, ice, earthquake, explosion, epidemic, pandemic, breakage or accident to machinery or equipment or any other cause or causes beyond HWW's reasonable control, including any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, or by making of repairs necessitated by an emergency circumstance not limited to those listed above upon the property or equipment of HWW or property or equipment of others which is deemed under the Operational Control of HWW. A Force Majeure event does not include an act of negligence or Intentional Wrongdoing by HWW. When claiming a Force Majeure event, HWW shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. HWW shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder.

14. TERMINATION OF AGREEMENT

- A. OWNER may terminate this Agreement, with or without cause, by providing fourteen (14) day notice of such to HWW via email and sent to: management@hastingswaterworks.com.
 - a. OWNER acknowledges that the foregoing conditions and liquidated damage payments are commercially reasonable, and that HWW's willingness to enter into the Agreement is expressly contingent upon OWNER's unconditional agreement and compliance with the foregoing.
- B. HWW reserves the right to terminate this Agreement, with or without cause, by providing a minimum of sixty (60) day notice to OWNER.

- C. In the event that the other party (i) has breached any of the warranties or material provisions contained in this Agreement (including OWNER's obligation to pay all fees when due) and failed to cure such breach within thirty (30) days following receipt of written notice thereof by the non-breaching party (which notice shall set forth a description of the breach); or (ii) becomes insolvent, ceases conducting business in the ordinary course, makes a general assignment for the benefit of creditors, or becomes subject to voluntary

or involuntary bankruptcy or liquidation proceedings; then the non-breaching party, in addition and supplementary to any other rights and remedies that may be available to such non-breaching party, will be entitled to terminate this Agreement by providing written notice of such termination to the party committing the breach.

- D. In the event of any termination hereunder, the following shall apply:
- a. In the event that OWNER terminates this Agreement for convenience, OWNER shall be responsible for and pay to HWW as liquidated damages and not a penalty, an amount equal to all contracted hours through the end of all contracted Season, less a ten percent (10%) early termination discount. OWNER acknowledges that the foregoing conditions and liquidated damage payments are commercially reasonable, and that HWW's willingness to enter into the Agreement is expressly contingent upon OWNER's unconditional agreement and compliance with the foregoing.
 - b. In the event that HWW terminates this Agreement for cause due to OWNER'S breach, OWNER shall be responsible for and pay to HWW as liquidated damages and not a penalty, an amount equal to all contracted hours through the end of the Season
 - c. In the event HWW terminates Agreement for convenience or OWNER terminates this Agreement for cause due to HWW's breach, OWNER shall be responsible for a balance owed to HWW for services provided up to the date of termination, which amount shall be offset by any prepaid but unused amounts.
- E. Payment of HWW'S final invoice shall not bar any remedy, legal equitable, or otherwise available to HWW, and no expiration or termination will affect OWNER'S obligation to pay all fees that may have become due before such expiration or termination. Upon termination or expiration of this Agreement, the terms and conditions of this Agreement which should survive shall survive any such termination or expiration.

15. INDEMNIFICATION AND LIABILITY

- A. HWW Indemnifies OWNER:
- a. HWW hereby agrees to indemnify, defend, and hold harmless OWNER from any and all third party Claims and Losses incurred by OWNER, directly caused by HWW's negligence and/or breach of its obligations set forth in this Agreement; provided, however, that the foregoing indemnification obligations shall not apply to the extent arising out of HWW acting at OWNER's express instruction; Customer's breach of this Agreement; or for Claims or Losses for which OWNER is obligated to indemnify HWW Indemnitees hereunder.
- B. OWNER Indemnifies HWW:
- a. OWNER hereby agrees to indemnify, defend, and hold harmless HWW Indemnitees from any and all Claims and Losses directly or indirectly arising and/or resulting from OWNER'S negligence and/or breach of its obligations set forth in this Agreement, including, without limitation, HWW's actions taken at OWNER'S direction.
- C. The party seeking indemnification hereunder (the "Indemnified party"), agrees to promptly notify the party against whom indemnification is sought (the "Indemnifying party") in writing following receipt of notice of any Claim in respect of which indemnity may be sought under such section, which notice shall assert such Claim and set forth in reasonable detail the basis for indemnification. The failure to so notify the Indemnifying party shall not relieve the Indemnifying party of its obligations hereunder, except to the extent such failure shall have adversely prejudiced the Indemnifying party. If the Indemnifying party does not assume control of such defense, the Indemnified party shall have the right to control such

defense at the Indemnifying party's reasonable expense. The Indemnifying party shall obtain the prior written consent of the Indemnified party before entering into any settlement if such settlement does not release the Indemnified party from all liabilities with respect to such Claim or involves an admission of fault or wrongdoing by an Indemnified party.

- D. IN NO EVENT WILL HWW BE LIABLE TO OWNER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE, INCLUDING LOST REVENUES OR PROFITS; USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR BREACH OF SECURITY; OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF THE DAMAGE AND EVEN IF A OWNER ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT. HWW'S AGGREGATE LIABILITY FOR ANY AND ALL DIRECT DAMAGES SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES OWNER PAID TO HWW IN THE PRIOR TWELVE (12) MONTH PERIOD FOR THE CAUSE OF ACTION GIVING RISE TO SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING OR ANYTHING ELSE HEREIN, NOTHING IN THIS AGREEMENT WILL LIMIT OWNER'S LIABILITY FOR PAYMENT OF FEES.

16. MISCELLANEOUS

- A. This Agreement shall be governed by the laws of the State of Ohio, regardless of its choice of law provisions. Except with respect to HWW's right to undertake collections efforts, the parties will first attempt in good faith to promptly resolve any dispute arising under this Agreement by good faith negotiation by senior executives. If such dispute has not been resolved within thirty (30) days of a party's initiation of negotiations, then any legal action or proceeding concerning this Agreement will be brought exclusively in the courts located in Cleveland, Ohio. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to seek to recover its attorneys' fees and court costs.
- B. In the event of the breach or a threatened breach by a party of any of this Agreement, the non-breaching party, in addition and supplementary to any other rights and remedies that may be available to such party, will be entitled to seek specific performance and/or injunctive or other equitable relief against the breach or threatened breach from a court of competent jurisdiction in order to enforce or prevent any violations of the provisions hereof (without posting a bond or other security).
- C. This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements, understandings or negotiations, written or oral. This Agreement may not be modified or amended except in writing, signed by both parties hereto. HWW expressly rejects the terms contained in any OWNER purchase order or any other OWNER terms which have not been expressly agreed upon in writing signed by a dual authorized HWW representative.
- D. Each provision in this Agreement is independent and severable from the others, and no provision will be rendered unenforceable because any other provision is found by a proper authority to be invalid or unenforceable in whole or in part. If any provision of this Agreement is found by such an authority to be invalid or unenforceable in whole or in part, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision and the intent of the parties, within the limits of Applicable Law. Any delay in enforcing a party's rights under this Agreement, or any waiver as to a particular default or other matter, will not constitute a waiver of such party's rights to the future

enforcement of its rights under this Agreement, except with respect to an express written waiver relating to a particular matter for a particular period of time signed by a Representative of the waiving party.

- E. This Agreement may not be assigned, transferred, and/or novated by or on behalf of OWNER (including where OWNER is acquired by another entity, person or business, whether by merger, consolidation, reorganization, purchase of assets, or otherwise) without HWW's prior written consent in each instance. Any purported assignment in violation of this Agreement is null and void. This Agreement shall be binding upon and endure to the benefit of the OWNER and HWW and their respective successors and assigns.
- F. HWW is an independent contractor of OWNER, and HWW has full power and authority to determine the means, manner and method of performance of its obligations hereunder. Nothing herein shall be construed as creating a joint venture, partnership or similar relationship. OWNER hereby acknowledges that HWW may engage subcontractors to assist with its performance hereunder. Except with respect to HWW Indemnitees, no other third party shall have any rights hereunder.
- G. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

[Signatures appear on the following page]

17. ACCEPTANCE OF AGREEMENT

By OWNER'S signature set forth below, the services, chemicals, prices, specifications, and conditions outlined in this Agreement are hereby accepted and agreed upon. The person(s) signing on behalf of OWNER personally represents to HWW that they are the qualified agent(s) of OWNER, for **City of Lorain | Oakwood Park**, which has authorized them to enter into this Agreement with HWW to perform the aforementioned work as specified. All terms, conditions, payment schedules and amounts are agreed to.

INTENDING TO BE LEGALLY BOUND, the parties have executed this Agreement on the date set forth below.

OWNER: Sign Below for One Year Option Effective for the year 2026:

SIGNATURE: _____ DATE: _____

(Print) name/title _____

OWNER: Sign Below for Two Year Option Effective for the years 2026 through and including 2027:

SIGNATURE: _____ DATE: _____

(Print) name/title _____

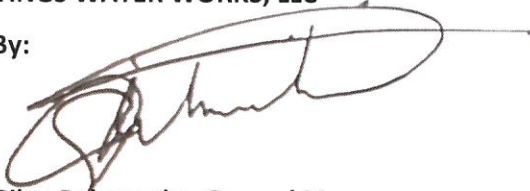
OWNER: Sign Below for Three Year Option Effective for the years 2026 through and including 2028:

SIGNATURE: _____ DATE: _____

(Print) name/title _____

HASTINGS WATER WORKS, LLC

By:



Gilon Rubanenko, General Manager

DATE: 1/28/2026

The information provided in this Agreement packet is copyrighted, confidential and intended for the use of City of Lorain | Oakwood Park Representatives only. The sharing, dissemination, broadcasting of this information in any way via any media, in partial or whole, is strictly prohibited and may be prosecuted to the full extent of the law as legally allowed.

This Agreement may be voided at HWW’s option if not executed by OWNER and returned to HWW within forty-five (45) days after provision by HWW.