



THE STATE OF TEXAS

COUNTY OF HARRIS

THIS POOL MANAGEMENT AGREEMENT (the "Agreement") is effective as of **January 1, 2026** (the "Effective Date") by and between SWEETWATER POOLS, INC., a Texas corporation, with its main offices located at 10408 Rockley Road, Houston, Harris County, Texas 77099 (hereinafter referred to as "SP") and **Williamsburg Settlement** with its main offices located at:

Crest Management Company
17171 Park Row, Suite 310
Houston, Texas 77084

(hereinafter referred to as "CUSTOMER"). The term "CUSTOMER" shall include all present or future parent or subsidiary companies and their respective officers, directors, agents, servants, employees, invitees, trespassers, legal representatives, contractors, subcontractors, insurers, predecessors, receivers, successors and assigns.

WHEREAS, SP is a pool maintenance, chemical supply and lifeguard staffing company located in Houston, Texas and CUSTOMER either owns and/or operates a pool and/or pools located in Harris County, Texas.

WHEREAS, CUSTOMER desires to hire and compensate SP to operate and maintain the POOL (as hereinafter defined, including providing lifeguards for such POOL according to the terms of this Agreement; and

WHEREAS, SP desires to operate and maintain the POOL for CUSTOMER and supply lifeguards for such POOL according to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements as more particularly set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following terms and conditions:

1. **TERMS.** Throughout this Agreement, the following terms shall be defined as follows:

a. "Baby Pools" – Any and all bodies of water, regardless of depth or size, designed primarily for the use of infants, toddlers or young children to swim or play, which are located in the vicinity of, nearby, adjacent to or contiguous to the POOL, including without limitation all wading pools and splash pads.

b. "Effective Date" – The date set forth in the first paragraph of this Agreement.



SP



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c. "Execution Date" – The date upon which SP executes this Agreement, which is reflected on the last page of this Agreement.

d. "Expiration Date" – The date set forth in Section 3, after which this Agreement is no longer effective.

e. "Open Day" - Any day the POOL is open for recreational use as set forth on Exhibit "A" attached hereto.

f. "Pre/Post Season" – The weekdays between open Swim Season weekends when the local high school is in session.

g. "POOL" - That certain body of water for recreational use located at the above physical address, BUT SPECIFICALLY EXCLUDING any and all Baby Pools. However, any winterization, maintenance (physical/chemical), inspection, closure due to severe weather, enforcement of pool rules and regulations, as well as operation will include any and all Baby Pools.

h. "Premises" – The POOL, any and all POOL equipment (diving boards, slides, pool motor, heating equipment, etc.), the wading POOL, BABY POOL and/or splash pad, the POOL area, the POOL bathrooms, the POOL area fencing and all appurtenances, improvements, fixtures and any and all facilities attached to, associated with and/or related to the POOL.

i. "REGULAR HOURS" and/or "SWIM SEASON" – Those specific days and hours set forth on Exhibit "A" attached hereto and incorporated by reference herein that the POOL is scheduled to be open and operating.

j. "School Year" - The (approximately) nine (9) month time frame that schools are open and operating in the public school district where the POOL is located.

k. "SP Services" - All of the services and staffing provided or to be provided by SP under this Agreement.

l. "Term" – The time frame specified in Section 3 below.

m. "Winter Season" – Any and all days and hours that are not designated as Swim Season.

2. **POOL.** SP shall operate, service, maintain and provide lifeguards for POOL (subject to certain conditions and exceptions as more particularly set forth herein) located at:


Physical Address (es):

1602 Hoyt Lane

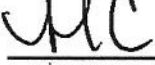
Katy, Texas 77449

3. **TERM.** The term of this Agreement shall begin on the Effective Date and expire on **December 31, 2026** (the "Expiration Date") unless otherwise terminated pursuant to Section 29 herein.

After the Expiration Date, this Agreement shall not automatically renew. Any extension or renewal of this Agreement, or any change in the rates or terms herein, must be expressly approved in writing by CUSTOMER prior to the Expiration Date.



SP



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4. **PAYMENT TO SP.** In exchange for the SP Services, CUSTOMER shall pay SP the amounts set forth in the following chart below. Unless otherwise specified herein, all amounts shall be paid by CUSTOMER to SP on or before the first (1st) day of each month, with a ten (10) day grace period. Any unpaid balance after such grace period shall accrue a finance charge of one-and-one-half percent (1.5%) per month until paid in full. CUSTOMER may continue to remit payment by check or ACH without restriction, and SP shall not require payment by certified funds unless CUSTOMER'S payments are more than sixty (60) days past due. Notwithstanding anything herein to the contrary, if there is an increase in any minimum wage as mandated by any applicable governmental authority after the Effective Date of this Agreement, the amount of such increase shall be added to each guard hour and will increase the monthly management fee set forth below.

Williamsburg Settlement

OPTION 1

		Management	Chemicals/ Maint	Tax	Total
January 1,	2026	\$258.86	\$844.00	\$0.00	\$1,102.86
February 1,	2026	\$258.86	\$844.00	\$0.00	\$1,102.86
March 1,	2026	\$258.86	\$844.00	\$0.00	\$1,102.86
April 1,	2026	\$322.86	\$780.00	\$0.00	\$1,102.86
May 1,	2026	\$4,724.05	\$845.00	\$0.00	\$5,569.05
June 1,	2026	\$12,046.52	\$920.00	\$0.00	\$12,966.52
July 1,	2026	\$12,533.06	\$920.00	\$0.00	\$13,453.06
August 1,	2026	\$8,938.71	\$690.00	\$0.00	\$9,628.71
September 1,	2026	\$3,030.39	\$780.00	\$0.00	\$3,810.39
October 1,	2026	\$157.86	\$945.00	\$0.00	\$1,102.86
November 1,	2026	\$258.86	\$844.00	\$0.00	\$1,102.86
December 1,	2026	\$258.86	\$844.00	\$0.00	\$1,102.86
TOTAL CONTRACT PRICE					\$53,147.72

5. **APPLICABLE SALES TAXES.** The above Total Price includes chemicals, maintenance and applicable taxes as follows:

Chemicals	\$4,600.00
Tax	\$0.00
Total	<u>\$4,600.00</u>
Maintenance	\$5,500.00
Tax	\$0.00
Total	<u>\$5,500.00</u>

Total sales tax liability for the Term of this Agreement is \$0.00, which amount has already been apportioned and is included in each monthly payment as set forth in Section 4 herein.

6. **POOL OPERATION.** During the Term, SP shall furnish certified lifeguards and other maintenance and management personnel as required, in SP's sole discretion, to operate the POOL during the REGULAR HOURS. SP will follow the school district schedule; therefore the pool will be closed on any day that students

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are in school unless CUSTOMER specifies otherwise. If the National Holiday falls on a closed day, then the pool will be open and closed the following day for cleaning.

7. **POOL BABY POOL EXCLUSION.** – NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ALTHOUGH SP PROVIDES LIFEGUARDS FOR THE POOL IN THE RATIOS SET FORTH IN EXHIBIT "A", SP ASSUMES NO RESPONSIBILITY FOR AND SHALL NOT BE HELD LIABLE FOR GUARDING OR PROTECTING THE BABY POOL, IF ONE EXISTS. SP shall remain responsible for its own acts or omissions, including any negligence in providing supervision, lifeguard services, or maintenance in areas under its control. CUSTOMER shall only be responsible for incidents or conditions occurring in, on, or around any Baby Pool that are caused solely by factors outside SP'S control and not contributed to by SP'S negligence or failure to supervise. CUSTOMER shall not be required to indemnify SP for any incident in which SP'S negligence is a contributing factor.

8. **ADDITIONAL HOURS/DAYS.** If any additional hours and/or days are requested by CUSTOMER over and above the REGULAR HOURS, such additional hours and/or days shall be billed to CUSTOMER at the following additional rates:

- A. Regular rate of \$20.00 per guard hour (which includes labor and administrative costs) for additional hours added to an Open Day beyond the hours designated as Swim Season; OR
- B. Regular rate of \$20.00 per guard hour (which amount includes labor, chemicals, vacuuming, and administrative costs) for additional days - weekday or weekend days - added beyond the days designated as Swim Season; OR
- C. Premium rate of \$25.00 per guard hour (which amount includes labor, chemicals, vacuuming, and administrative costs) for additional weekday guard hours occurring AFTER the first day of high school or BEFORE the last day of high school each school year in the public school district where the POOL is located.

9. **POOL MAINTENANCE.**

- A. **SWIM SEASON.** While the POOL/BABY POOL is open during the SWIM SEASON, SP shall perform, on a daily basis while a lifeguard is on duty, the following maintenance services:
 - Skim Water Surface to remove floating matter and clean skimmer baskets as necessary but at least once a day;
 - Vacuum POOL (twice per week or as needed in SP's sole discretion);
 - Brush walls of the swimming pool every day;
 - Clean tiles in the pool when necessary;
 - Pickup and clean pool and surrounding areas within the fenced pool area daily;
 - Maintain necessary SDS sheets at pool;
 - Inspect chemical feeders;
 - Inspect flow meters, pressure gauges and valves;
 - Check pumps, strainers, and filters daily and clean when necessary;
 - Clean and maintain chemical room and pump room daily;
 - When lifeguards are on duty, thoroughly clean bathrooms hourly, including toilets, floors, urinals, and mirrors ;
 - Check restrooms throughout the day to assure paper products are in place;
 - Inspect and re-supply water testing supplies;

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- Pool area trash bins should be regularly emptied and the trash moved into the gated trash area for pick-up by the trash company on Monday and Thursday mornings. Recycling bins should be emptied into the wheeled trash container located at the tennis court entrance at Sunday closing, and that container wheeled to the curb for Monday morning recycling pick-up;
- Perform repair work to POOL equipment and facility authorized by CUSTOMER; and
- Order, store in proper location, and inject all necessary chemicals to establish proper levels for:
 - Free chlorine;
 - Total alkalinity;
 - pH;
 - Calcium hardness; and
 - Cyanuric acid.

SP shall maintain log(s) of SWIM SEASON maintenance services at POOL, which log(s) shall be located at the POOL and which logs may be inspected by CUSTOMER during regular business hours. Copies of logs can be emailed to CUSTOMER upon request.

SP will shut the pool down immediately and contact the managing agent should the pool water become cloudy and the pool drain not be visible.

B. WINTER SEASON. During the WINTER SEASON, SP shall perform the following maintenance services:


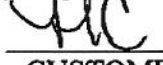
- Maintain and monitor proper chemical levels, within state, county, and local standards;
- Clean and maintain chemical room, and pump room;
- Pick up Trash and empty containers within fenced area, when necessary;
- Visit POOL a minimum of two (2) times per week and on each visit, the chemicals will be checked and adjusted as needed, the skimmer baskets (at POOL side) cleaned, grounds cleaned, and the filter pressure checked;
- Once a week, brush and backwash POOL; and
- Once every two (2) weeks, vacuum and empty the POOL motor basket(s).
- The pool filters will be backwashed as needed.

SP shall maintain log(s) of WINTER SEASON maintenance at POOL, which log(s) shall be located at the POOL and which logs may be inspected by CUSTOMER during regular business hours.

During the WINTER SEASON, SP assumes no responsibility and CUSTOMER shall be fully responsible for preventing excessive leaves from falling in POOL and POOL area so as to prevent equipment problems and POOL surface problems.

C. PRE/POST SEASON: During the PRE/POST SEASON, SP shall perform the same maintenance duties as defined in the WINTER SEASON unless otherwise requested and authorized by CUSTOMER.

D. CUSTOMER RESPONSIBILITY. Notwithstanding any provision contained in this Agreement to the contrary, CUSTOMER shall be fully responsible and SP assumes no responsibility for and


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shall not be liable for the construction, condition and/or any repairs of, including any and all defects (patent and/or latent) inherent in and/or located on the "Premises."


Unless such maintenance is specifically designated in this Agreement as SP's responsibility, CUSTOMER assumes full responsibility for all general maintenance of the Premises, including all repairs, upkeep, performance of warranty work, pest and insect control, and all landscape maintenance in, around and within the POOL area including, but not limited to, mowing and edging grass.


10. INDEMNITY/HOLD HARMLESS. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY:

- A. The term "claims" shall be defined in this Agreement to mean all claims, actions, suits, proceedings, losses, costs, damages and/or expenses. The term "INDEMNITEES" shall be defined in this Agreement to collectively mean the respective officers, directors, agents, employees, legal representatives, members and shareholders of the respective party, as applicable.
- B. SP SHALL INDEMNIFY, DEFEND, AND HOLD CUSTOMER AND ITS INDEMNITEES HARMLESS AGAINST ANY AND ALL CLAIMS FOR ANY LOSS OF LIFE, INJURY, AND/OR DAMAGE TO ANY PERSON OR PROPERTY ARISING OUT OF OR RESULTING FROM SP'S NEGLIGENCE IN CONNECTION WITH SP'S MAINTENANCE AND OPERATION OF THE POOL, POOL AREA, POOL AREA EQUIPMENT AND LIFEGUARDS.

With regard to the foregoing Indemnity, SP shall defend such Claims which may be brought against CUSTOMER or in which CUSTOMER may be impleaded, and SP shall pay all costs, expenses and liabilities incurred in connection with any such Claims, including, but not limited to, attorney's fees, costs of investigation, expert fees and all related and associated costs and expenses. SP shall also pay, satisfy and discharge any judgments, orders and decrees which may be recovered against CUSTOMER in connection with the foregoing Claims.

- C. CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD SP AND ITS INDEMNITEES HARMLESS AGAINST ANY AND ALL CLAIMS FOR ANY LOSS OF LIFE, INJURY, AND/OR DAMAGE TO ANY PERSON OR PROPERTY TO THE EXTENT ARISING OUT OF OR RESULTING FROM NEGLIGENT ACTS, OMISSIONS, OR WILLFUL MISCONDUCT OF CUSTOMER IN CONNECTION WITH THE POOL OR PREMISES, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
1. CUSTOMER'S NEGLIGENT AND/OR INTENTIONAL ACTS IN CONNECTION WITH THE PREMISES AND CUSTOMER'S MAINTENANCE AND OPERATION OF POOL, POOL AREA, AND POOL AREA EQUIPMENT.
 2. INVITEES', CUSTOMER'S OR ANY THIRD PARTIES' ACTS OR OMISSIONS ON, IN, AT OR NEAR ANY BABY POOL AND/OR SPLASH PAD. CUSTOMER IS SOLELY RESPONSIBLE FOR PLACING WARNING SIGNS STATING "NO LIFEGUARD ON DUTY" OR "SWIM AT YOUR OWN RISK" AT OR AROUND ANY BABY POOL AND/OR SPLASH PAD.


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3. CUSTOMER'S OWNERSHIP, CONSTRUCTION, POSSESSION, USE, OCCUPATION, MANAGEMENT, REPAIR, MAINTENANCE AND/OR CONTROL OF POOL AND/OR THE PREMISES;
4. CUSTOMER'S ACTS OR OMISSIONS WITH REGARD TO THE PREMISES;
5. DEFAULT, BREACH, VIOLATION OR NON-PERFORMANCE OF THIS AGREEMENT OR ANY PROVISION HEREIN BY CUSTOMER;
6. ANY CONDITIONS AND/OR DEFECTS, KNOWN AND UNKNOWN, OBVIOUS AND/OR LATENT, CURRENTLY EXISTING, AND/OR THAT MAY EXIST IN THE FUTURE, ON, IN OR NEAR POOL AND/OR IN, ON OR NEAR THE PREMISES; AND
7. CUSTOMER'S REFUSAL AND/OR FAILURE TO MAKE REPAIRS AND/OR REPLACEMENTS TO THE POOL, POOL AREA, POOL EQUIPMENT AND PREMISES.

With regard to the foregoing Indemnity, CUSTOMER shall defend such Claims which may be brought against SP or in which SP may be impleaded, and CUSTOMER shall pay all costs, expenses and liabilities incurred in connection with any such Claims, including, but not limited to, attorney's fees, costs of investigation, expert fees and all related and associated costs and expenses. CUSTOMER shall also pay, satisfy and discharge any judgments, orders and decrees which may be recovered against SP in connection with the foregoing Claims.

11. **CHEMICAL MAINTENANCE.** SP shall perform routine chemical maintenance on POOL. A log of the chemical readings shall be maintained and available for inspection by CUSTOMER upon request. SP will maintain the chlorine residual level and pH of POOL water within the requirement established by the city or the county where POOL is located or any other directly applicable statute or ordinance.

The Texas Department of State Health Services Standards for Public Swimming Pools and Spas (Adopted Sept 1, 2004) states in Section 265.204(a) that the free chlorine levels are to be: Minimum – 1.0ppm, Ideal- 2.0-3.0ppm, Maximum – 8.0ppm and the pH levels are to be: Minimum – not less than 7.0ppm, Ideal 7.4-7.6ppm, Maximum 7.8ppm. During the swim season, SP will make every reasonable effort to maintain free chlorine levels at an average minimum of 2.5ppm and pH level of 7.4-7.8ppm. Fluctuations in these levels due to equipment failures, swim team practices and/or meets, heavy bather load and/or excessive rainfall will receive immediate attention, and every effort will be made to adjust these levels as soon as possible.

However, CUSTOMER agrees to notify SP in writing at least three (3) days PRIOR to adding chemicals, turning pool pumps or motors off/on, backwashing POOL and/or performing any maintenance whatsoever on POOL. If CUSTOMER fails to notify SP as required herein, SP assumes no responsibility for and shall not be liable for, and CUSTOMER hereby waives and fully releases SP from any and all additional problems, damages and/or costs related to CUSTOMER'S actions and/or its failure to provide SP the requisite prior notice as set forth above.

12. **CHEMICALS, SUPPLIES AND EQUIPMENT.** SP shall provide the following chemicals and janitorial supplies used in the normal performance of its duties under this Agreement:

- Soap
- Toilet deodorizer


SP


CUSTOMER

- Urinal cakes
- Paper towels
- Toilet tissue
- Tile scrub pads
- Ajax
- Trash bags
- Safety goggles (required by OSHA to handle chemicals)
- Respirator mask (required by OSHA to handle chemicals)
- Chemical resistant gloves (required by OSHA to handle chemicals)

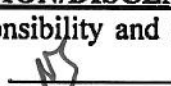
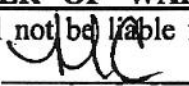
SP will also provide a first aid kit, blood borne pathogen kit, resuscitation mask and OSHA manual, including SDS sheets, and restock all items during SWIM SEASON for a one time additional charge to CUSTOMER of \$75.00, unless otherwise requested.

If additional chemicals and/or labor are required to maintain or correct POOL water chemistry due to Acts of God (as defined in Paragraph 16), vandalism, a failure or breakdown of POOL equipment or loss of water due to defect in POOL, SP shall notify CUSTOMER of such breakdown or defect. If CUSTOMER elects to remedy the problem causing the pool chemistry imbalance, then SP shall provide a quote to CUSTOMER for such remedy. However, if CUSTOMER elects not to remedy the problem causing the pool chemistry imbalance, then CUSTOMER shall pay any and all additional expenses for the additional chemicals and/or labor and for any problems caused by the Customer's failure to act promptly.

CUSTOMER shall be responsible for providing, at no cost to SP, the following equipment:

- Water hoses
- Pool vacuum head(s)
- Pool vacuum hose(s)
- Pool pole(s)
- Rescue tube (one for each lifeguard stand or each required lifeguard)
- USCGA ring buoy with 25 ft. rope
- Shepard's hook permanently attached to a one-piece 12 ft. fiberglass pole
- Pool rules sign(s)
- Backboard with three straps
- Head immobilizer for use with backboard
- Mop(s)
- Broom(s)
- Plunger
- Toilet Bowl Brush
- Clock
- Dust pan
- Pool brush(es)
- Leaf skimmer(s)
- Lifeguard stand(s)
- Umbrella for each lifeguard stand
- Trash receptacle(s)
- Pool depth dividing rope with locking floats

13. **INITIAL POOL INSPECTION/DISCLAIMER OF WARRANTIES.** CUSTOMER is fully responsible and SP assumes no responsibility and shall not be liable for insuring that POOL and all POOL

 SP CUSTOMER

facilities and equipment fully comply with any and all applicable federal, state and local regulations and/or ordinances.

Within approximately two (2) weeks after the Effective Date, SP will conduct an inspection of POOL (including all POOL equipment) to determine whether, in SP's sole opinion, any modifications and/or repairs are necessary to POOL and/or POOL equipment and whether such modifications and/or repairs must be completed before the POOL opens for SWIM SEASON. Such inspection report shall be provided to CUSTOMER upon completion.

If CUSTOMER desires SP to perform any suggested modifications and/or repairs as set forth in SP's inspection report, CUSTOMER shall provide written authorization to SP within seven (7) business days of CUSTOMER'S receipt of SP's inspection report. SP shall thereafter perform any modifications and/or repairs as recommended in its inspection report and the costs of such modifications and/or repairs shall be in addition to any other amounts owed by CUSTOMER under this Agreement. Unless caused by SP's intentional and/or negligent acts in completing any CUSTOMER authorized modifications and/or repairs to POOL and/or POOL equipment, CUSTOMER hereby fully releases and shall indemnify, defend and hold SP harmless from and against any and all Claims in connection with any property damage, loss of life and/or personal injuries which arise from, are in connection with and/or relate to the modifications and/or repairs performed by SP and/or CUSTOMER'S failure to authorize SP to perform such modification and/or repairs.

CUSTOMER ACCEPTS SP'S INSPECTION REPORT "AS IS" AND "WITH ALL FAULTS." CUSTOMER ACKNOWLEDGES THAT SP HAS NOT MADE NOR DOES SP MAKE ANY WARRANTIES TO CUSTOMER WITH RESPECT TO ITS INSPECTION REPORT, THE CONDITION OF THE POOL AND/OR ANY POOL EQUIPMENT, THE QUALITY OF CONSTRUCTION OF THE POOL AND/OR ANY IMPROVEMENTS AND/OR TO THE CONDITION OF THE PREMISES, EITHER EXPRESS OR IMPLIED. WITH REGARD TO THE POOL, THE PREMISES AND SP'S SERVICES UNDER THIS AGREEMENT, SP EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF FITNESS, HABITABILITY, SUITABILITY OR THAT THE POOL AND/OR THE PREMISES ARE SUITABLE FOR A PARTICULAR PURPOSE AND/OR CUSTOMER'S INTENDED PURPOSES.

14. WINTERIZING POOL. After the WINTER SEASON commences, SP will, at no additional cost to CUSTOMER, turn off the water supply to POOL restrooms, gravity drain and winterize all plumbing in POOL restrooms which services POOL to assist in preventing damage to POOL restroom plumbing during a winter freeze, and will leave all valves open (hereinafter referred to as "Winterize" or "Winterizing"). CUSTOMER is responsible for providing a means of filling POOL during WINTER SEASON (i.e., provide a separate water line with hose bibs).

In the event POOL restroom plumbing also services clubhouse, adjacent restrooms, or other facilities that CUSTOMER wishes to remain operative throughout the WINTER SEASON or if POOL facility plumbing does not permit SP to isolate restroom plumbing and still have a means of filling POOL, then CUSTOMER assumes any and all responsibility for winterizing and damage resulting from freezing and/or other extreme weather conditions. SP will, at the specific request of CUSTOMER, with at least forty-eight (48) hours written notice Winterize POOL by turning off the water supply at the meter and gravity drain all restroom and POOL equipment plumbing before each freeze and turn water back on after the freeze for a charge of \$150.00 per occurrence. This will only be charged if the CUSTOMER request the water to be turned off on the weekend or on a no working day due to closure of predicted freezing temps.



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If the water is turned back on by CUSTOMER, a subdivision resident, landscaping company or, as a result of vandalism, Acts of God (as defined in Section 15 herein), or from any other cause, known or unknown, that is not within SP's control, CUSTOMER agrees to be fully responsible and assumes all liability for damage due to freezing weather and/or the cost of re-winterizing POOL. When POOL is winterized the restrooms will be inoperable and SP assumes no responsibility for and shall not be liable for unsanitary conditions if the restrooms are used. Winterizing POOL to protect against temperatures below 20 degrees Fahrenheit is not contemplated by the parties and SP assumes no responsibility for and shall not be liable for any damages due to such extreme temperatures. SP assumes no responsibility for and shall not be held liable for predicting or failing to predict freezing weather and/or any other extreme weather.

15. STAFFING.

- A. **PATRON-TO-LIFEGUARD RATIO.** On average, the number of lifeguards required shall be one (1) lifeguard per twenty-five (25) patrons. However, SP will provide additional lifeguards, in its sole discretion, as necessary to maintain safe and orderly conditions at POOL. Any lifeguards in excess of the average ratio shall be added only upon prior written authorization from CUSTOMER or its managing agent and billed at the agreed hourly rate of \$20.00 per hour/per lifeguard (however, such additional compensation does not apply to weekdays while the high school in the public school district where the POOL is located is in session).

Lifeguards may be either male or female and will have completed the following:

- B. **LIFEGUARD:** American Red Cross Lifeguard Training with First Aid or equivalent, American Red Cross CPR for the Professional Rescuer or equivalent, as well as weekly In-service training, Preseason training (4 hours), Automatic External Defibrillator (AED) and blood borne pathogen training.
- C. **MANAGER:** Same as Lifeguard plus company management seminars, onsite pool maintenance and water treatment training, and chemical and safety training.
- D. **SUPERVISOR:** Same as Manager plus company personnel management seminar. Supervisor must also have a minimum of two (2) years experience as a Manager.
- E. **EXECUTIVE:** Same as above as well as certified pool operations certifications or the equivalent.
- F. **STAFF RECORDS:** SP will keep certification cards on file for each SP employee, along with in-service training logs. .

16. MANAGEMENT INSPECTION. A representative of SP's management team (Area Manager, Supervisor or Executive) will inspect POOL twice daily during the SWIM SEASON. Additional inspections and/or visits to POOL will be made by SP's management personnel as needed.

17. SEVERE WEATHER/ACTS OF GOD. SP shall have the right, in its sole discretion, to close POOL and/or evacuate POOL area in the event of objectively severe weather and/or other events including, but not limited to, acts of God, strikes, lockouts, acts and/or threats of terrorism, power failure, riots, insurrection, war, restrictive governmental laws or regulations, and/or any other event of a like nature not within SP's control (hereinafter referred to as "Acts of God"), with no refund due to CUSTOMER for the duration of such Act of God. However, SP will use all reasonable efforts to minimize damages to POOL and/or CUSTOMER during such Act of God. However, notwithstanding the foregoing, SP assumes no responsibility for and shall not be


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liable for any and all damages resulting from such Acts Of God. If additional labor and/or chemicals, beyond that provided in this Agreement, are required to balance water chemistry or clean up POOL following such Acts of God, SP will notify CUSTOMER and CUSTOMER shall pay for said labor and/or chemicals to remedy the problem, after CUSTOMER provides written authorization of such work.

18. ENFORCEMENT OF POOL RULES AND REGULATIONS. In order to reduce the risks of personal injury, damage or loss, SP agrees to use reasonable efforts to enforce those POOL and POOL area safety rules and regulations established by CUSTOMER or such rules and regulations SP deems reasonably necessary for the safe operation of POOL and CUSTOMER shall fully support SP in the enforcement of all such safety rules and regulations. Enforcement of such safety rules and regulations by SP include, but are not limited to, permanent expulsion from POOL, POOL area, and the Premises of any person who fails to comply with any such safety rule or regulation for the duration of this Agreement.

19. POOL TELEPHONES. CUSTOMER, as required by Texas law, shall make certain that a telephone, or other means of summoning emergency service, is installed, accessible, and in operating condition, year round within POOL area for use in the event of an emergency. CUSTOMER further agrees to provide a touch tone phone capable of making and receiving calls during the SWIM SEASON for pool staff, including lifeguards, to clock in and out from work and communicate with SP management.

SP specifically reserves the right to close the POOL and/or keep the POOL closed in the event that and for so long as a telephone, or other means of summoning emergency service, is not installed, accessible, and in operating condition within the POOL area. Long distance service and 900-number service should not be provided by CUSTOMER and SP assumes no responsibility for and shall not be held liable for long distance, 900 number charges and any other such surcharges associated with such POOL telephones.

20. SAFETY BREAK. SP recommends that CUSTOMER require that at least once every hour, all swimmers are required to exit POOL water for a period of ten (10) minutes for a "Safety Break." During the Safety Break, all persons and/or residents under the age of eighteen (18) should be required to remain out of POOL water and behind the edge of POOL. SP will ensure at least one (1) lifeguard remains on the stand and supervises POOL during Safety Break.

21. SWIM TEAM. In order to maintain proper standards of safety and maintenance, CUSTOMER shall inform any person and/or persons responsible for the organization and/or operation of any swim team which may practice at and/or perform at POOL that no maintenance of any kind (including, but not limited to, chlorine residual level and pH level of POOL water) shall be, under any circumstances, attempted or performed without first obtaining the prior written approval of SP. In addition, SP must be allotted a reasonable amount of time to vacuum POOL twice a week during swim team practices. SP has no obligation and assumes no responsibility for organizing, coaching, training or operating any swim team.

22. PRIVATE POOL PARTIES. For purposes of this paragraph, "Private Party" is defined as the following:

- A. Any number of persons within POOL area other than during REGULAR HOURS; and/or
- B. Any single group of fifteen (15) or more persons within POOL area during REGULAR HOURS.

CUSTOMER shall inform SP, in writing, of CUSTOMER'S Private Party policies, which are attached hereto as Exhibit "C" and incorporated by reference herein. CUSTOMER hereby grants SP the right of first refusal to


SP


CUSTOMER

provide lifeguards for any Private Party during the Term of this Agreement and shall notify SP in writing at least ten (10) business days prior to any Private Party; however, SP may, in its sole discretion, waive such advance written notice. SP will have resident approved by CUSTOMER to confirm they are in good standing before booking a party.

For all Private Parties, Resident booking the party shall pay (by check, credit card, or money order only) SP a thirty five dollar (\$35.00) ADMINISTRATIVE FEE, which is non-refundable, plus thirty dollars (\$30.00) per lifeguard hour for each and every extra lifeguard SP deems necessary to insure the safe operation of POOL and POOL area during the time such Private Party remains within POOL area. Administration fee will not be charged for parties during hours that do not require an additional lifeguard. SP reserves the right, in its sole discretion, to lower the patron to lifeguard ratio due to the type of Private Party being held at POOL.

23. NECESSARY POOL REPAIRS. With regard to any items which SP is responsible for maintaining under this Agreement, should such items require repairs and/or replacement due to normal wear and tear, acts of vandalism, severe weather, Acts of God or for any other reason, SP shall notify CUSTOMER, either verbally or in writing, of such necessary repairs and/or replacements and the costs associated therewith. Upon receipt of CUSTOMER'S verbal or written authorization to make such repairs and/or replacements, SP shall thereafter make such repairs and/or replacements and CUSTOMER shall promptly pay for such repairs and/or replacements (in addition to any other amounts owed by CUSTOMER under this Agreement) to return POOL to normal operating condition.

If CUSTOMER unreasonably delays its authorization (after receiving notice from SP) and/or refuses to authorize SP to perform such repairs and/or replacements, CUSTOMER assumes all responsibility and shall be fully liable for any and all damages directly resulting from such refusal and/or the failure to timely complete such repairs and/or replacements.


24. CONSTRUCTION/REPAIR WARRANTIES. CUSTOMER shall be fully responsible for seeking and obtaining any and all recourse available, including reimbursement, under any and all POOL construction, manufacturer and/or repair warranties for any service and/or Claims which arise from, are in connection with and/or relate to POOL, POOL equipment, warranty services and/or the Premises, unless such Claims are directly related to any repairs and/or replacements negligently performed by SP.

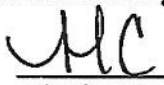
25. INSURANCE.

A. **SP'S INSURANCE.** During the Term of this Agreement, SP shall purchase and maintain the following surplus insurance coverage set forth below:

- (1) A Comprehensive General Liability policy with a limit of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence with an aggregate limit of not less than Two Million and No/100 Dollars (\$2,000,000.00); and
- (2) Statutory Worker's Compensation insurance including employer's liability with a limit of not less than Five Hundred Thousand and No/100 Dollars (\$500,000.00) covering SP and SP's employees.

Upon request by CUSTOMER, SP shall provide copies of its certificates of insurance coverage. Prior to commencement of any SP Services, and upon each annual renewal, SP shall furnish CUSTOMER with a Certificate of Insurance naming CUSTOMER (Williamsburg Settlement HOA) as an Additional Insured.


SP


CUSTOMER

B. CUSTOMER'S INSURANCE. Notwithstanding the above paragraph and during the Term of this Agreement, CUSTOMER shall also purchase and maintain from an insurance company or companies licensed to do business in the State of Texas CUSTOMER'S liability insurance including, but not limited to, a Comprehensive General Liability Policy and/or any other similar insurance coverage with a limit of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence with an aggregate limit of not less than Two Million and No/100 Dollars (\$2,000,000.00) to insure against any and all liability arising from, relating to and/or regarding POOL, POOL area and the Premises. Prior to the Effective Date, CUSTOMER shall provide SP with a copy of its certificates of insurance reflecting the coverages set forth above, and the Effective Date shall be delayed until SP has actual receipt of Tenant's certificates.

C. WAIVER OF SUBROGATION. Notwithstanding anything to the contrary contained in this Agreement, SP and CUSTOMER each waive, for themselves and anyone claiming by, through or under either of them, any subrogation rights they have or may have against the other party, and any claims against the other party which may arise during the Term of this Agreement with respect to any loss or damage, whether to their property, property of others or for any injuries which are covered (or required to be covered by the terms hereof) by any property, liability and/or casualty insurance carried by the damaged party.


Each party shall also procure a "waiver of subrogation" clause in, or endorsement on, any insurance covering POOL, POOL area, the Premises, and any and all personal property, improvements, fixtures and equipment located thereon or attached thereto, pursuant to which the respective insurance companies agree to waive subrogation or consent to a waiver of right of recovery; and having obtained such clauses or endorsements, neither party will make any claim against or seek to recover from the other for any loss or damage, whether to their property, the property of others or for any injuries resulting from any hazards of the type covered by such insurance coverage.

D. ADDITIONAL INSURED. Each policy of insurance obtained by either party pursuant to this Agreement shall provide that the other party shall be named as an additional insured on any property, liability and/or casualty insurance of the insured party but only to the extent of any assumed liabilities by either party as required by this Agreement. Furthermore, each party's respective insurance policies shall be the primary liability insurance coverage to the extent of any loss without any contribution from the other party and/or its insurance company.

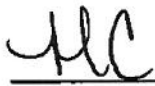
If more than one entity is requested to be named as an additional insured than an additional cost of \$1,000 will be added to the contract price and billed separately.

26. TERMINATION. Either party shall have the right to terminate this Agreement any time before the Expiration Date by delivering to the other party thirty (30) days written notice, by certified mail, return receipt requested (the "Notice Letter"). In that event, this Agreement and the Term thereof shall thereafter terminate on the thirtieth (30th) day after the date set forth in the Notice Letter (the "Termination Date"). Furthermore, if CUSTOMER terminates this Agreement pursuant to this paragraph, CUSTOMER is thereafter obligated to compensate SP any open invoices and current month through Termination Date.

27. DISPUTE RESOLUTION.



SP



CUSTOMER

- A. **MEDIATION.** Any dispute arising from this Agreement shall be subject to mediation. The parties shall attempt to resolve their claims by mediation, which, unless the parties mutually agree otherwise, shall be conducted in accordance with the Mediation Rules of the American Arbitration Association ("AAA"). A request for mediation shall be delivered in writing to the other party and filed with the AAA within thirty (30) days after the dispute has arisen. The parties shall share the mediator's fee(s) and any filing fees equally. Mediation shall be held in Houston, Texas, unless another location is mutually agreed upon. Any agreement reached in mediation will be enforceable under Texas law as a binding settlement agreement in any Harris County, Texas court having jurisdiction thereof.

28. PARTY CONTACTS. The parties agree to employ and/or appoint individual(s) to act and serve as their respective agent/liaison (the "Agent") to communicate with each other regarding their respective duties and obligations, and each recognizes that such Agent has the authority to act on each party's behalf. The names, addresses, and telephone numbers of the Agents are as follows:

- A. **CUSTOMER** (Review and/or complete EXHIBIT "B" attached hereto and incorporated herein by reference for all purposes, for CUSTOMER party contacts.)

- B. **SP:**

Nat Sosienski
President

Derek Peterson
Vice President of Management

Darlene Treat
Executive Vice President

The parties shall thereafter communicate with each other through their respective Agents and such Agents and contact information shall remain valid until a party is notified pursuant to Section 31 herein, of any changes in the name, address, and/or telephone number of their respective Agent.

29. ENTIRE AGREEMENT. All agreements and understandings between the parties are embodied and expressed herein and this Agreement states the entire agreement of the parties hereto and supersedes all prior and contemporaneous negotiations and agreements, oral or written, and all prior and contemporaneous negotiations and agreements are deemed incorporated into this Agreement or are deemed to have been abandoned if not so incorporated herein. There are no other understandings, statements, promises or inducements, oral or otherwise, contrary or in addition to the terms of this Agreement. No representations, warranties, covenants or conditions, express or implied, whether by statute or otherwise, other than as set forth specifically herein, have been made by any party hereto. This Agreement may not be altered or amended except by agreement in writing signed by the party to be bound.

30. NOTICE.

- A. Except as otherwise provided herein, all notices, demands, requests, and other communications required or permitted hereunder shall be given in writing and sent by (i) personal delivery, or (ii) expedited delivery service with proof of delivery, or (iii) United States mail, postage prepaid,

SP

CUSTOMER

registered or certified mail, return receipt requested, or (iv) prepaid telegram, telex, or telecopy (provided that such telegram, telex or telecopy is confirmed by expedited delivery service or by United States mail in the manner previously described), addressed to the addressee at such party's address set forth in Section 29, or to such other address as such party may specify by written notice, sent in accordance with this paragraph at least thirty (30) days prior to the date of the giving of such notice. Any such notice or communication shall be deemed to have been given and received either at the time of personal delivery, or in the case of mail, two (2) days after the date of deposit in an official depository of the United States mail, or in the case of delivery service, telegram, telex, or telecopy, upon receipt. To the extent actual receipt is required, rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was received shall be deemed to be receipt of the notice, demand, request or other communication sent.

- B. Either party may give the other party electronic or facsimile notice, including without limitation email notice, of the need for emergency repairs subject to subsequent formal notice as above provided.

31. REPRESENTATIONS AND WARRANTIES. Each party represents and warrants to the other, as follows:

- A. The individual signing this Agreement on its behalf has the authority to act on its behalf and that this Agreement shall be fully binding on behalf of that party and the other entities indicated; and
- B. The terms of this Agreement have been freely made, without duress, after having consulted with professionals of its choice. The parties have read or had read to them all of this Agreement and have had it explained to them by their respective officers and/or professionals. The parties fully understand all of the terms used herein and their significance, factual and legal.

32. INVALIDITY. If any provision of this Agreement is or may be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless survive and continue in full force and effect without being impaired or invalidated in any way.


33. LAW GOVERNING. This Agreement shall be governed, controlled and construed by the laws of the State of Texas.

34. BINDING ON SUCCESSORS. This Agreement shall be binding upon and inure to the benefit of the parties' controlled, related or affiliated entities, successors in title or interest, assigns, licensees, and the parties' respective officers, directors, shareholders, agents, employees and representatives.

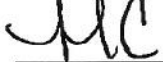
35. COUNTERPARTS. This Agreement may be executed in counterparts, and each set of duly delivered identical counterparts, which includes all signatories, shall be deemed to be one original document.

THIS IS A BINDING AND LEGAL DOCUMENT. PLEASE READ IT CAREFULLY BEFORE SIGNING.

NOTE: THE POOL CANNOT AND SHALL NOT BE OPENED BY SP UNTIL THIS AGREEMENT IS SIGNED BY BOTH PARTIES HERETO AND A FULLY EXECUTED COUNTERPART IS DELIVERED BY SP TO CUSTOMER.



SP



CUSTOMER

SWEETWATER POOLS, INC., a Texas corporation

11/20/2023
Date

Nat Sosi
NAT SOSIENSKI, President
DARLENE TREAT, Executive VP

CUSTOMER

Williamsburg Settlement Maintenance
Assn.

Nov. 18, 2025
Date

Matthew D. Colkey
Officer of Association
President
Position

Address

City, State & Zip

Area Code + Phone Number

PLEASE FILL IN ADDITIONAL INFORMATION ON EXHIBIT B.

SP MC
SP CUSTOMER

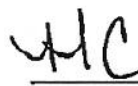
Exhibit "A"
Days of Operation
Williamsburg Settlement
May 2026
OPTION 1

Date	Day	Opening Time	Closing Time	Total Operating Hours	Number of Guards
1-May	Fri	Closed			
2-May	Sat	11:00 AM	8:00 PM	9	2
3-May	Sun	11:00 AM	8:00 PM	9	2
4-May	Mon	Closed			
5-May	Tue	Closed			
6-May	Wed	Closed			
7-May	Thu	Closed			
8-May	Fri	Closed			
9-May	Sat	11:00 AM	8:00 PM	9	2
10-May	Sun	11:00 AM	8:00 PM	9	2
11-May	Mon	Closed			
12-May	Tue	Closed			
13-May	Wed	Closed			
14-May	Thu	Closed			
15-May	Fri	Closed			
16-May	Sat	11:00 AM	8:00 PM	9	2
17-May	Sun	11:00 AM	8:00 PM	9	2
18-May	Mon	Closed			
19-May	Tue	Closed			
20-May	Wed	Closed			
21-May	**Thu	Closed			
22-May	Fri	11:00 AM	8:00 PM	9	2
23-May	Sat	11:00 AM	8:00 PM	9	2
24-May	Sun	11:00 AM	8:00 PM	9	2
25-May	Mon	11:00 AM	8:00 PM	9	2
26-May	Tue	Closed			
27-May	Wed	11:00 AM	8:00 PM	9	2
28-May	Thu	11:00 AM	8:00 PM	9	2
29-May	Fri	11:00 AM	8:00 PM	9	2
30-May	Sat	11:00 AM	8:00 PM	9	2
31-May	Sun	11:00 AM	8:00 PM	9	2

** Last Day of School



SP



CUSTOMER

Exhibit "A"
Days of Operation
Williamsburg Settlement
June 2026
OPTION 1

Date	Day	Opening Time	Closing Time	Total Operating Hours	Number of Guards
1-Jun	Mon	Closed			
2-Jun	Tue	11:00 AM	8:00 PM	9	2
3-Jun	Wed	11:00 AM	8:00 PM	9	2
4-Jun	Thu	11:00 AM	8:00 PM	9	2
5-Jun	Fri	11:00 AM	8:00 PM	9	2
6-Jun	Sat	11:00 AM	8:00 PM	9	2
7-Jun	Sun	11:00 AM	8:00 PM	9	2
8-Jun	Mon	Closed			
9-Jun	Tue	11:00 AM	8:00 PM	9	2
10-Jun	Wed	11:00 AM	8:00 PM	9	2
11-Jun	Thu	11:00 AM	8:00 PM	9	2
12-Jun	Fri	11:00 AM	8:00 PM	9	2
13-Jun	Sat	11:00 AM	8:00 PM	9	2
14-Jun	Sun	11:00 AM	8:00 PM	9	2
15-Jun	Mon	Closed			
16-Jun	Tue	11:00 AM	8:00 PM	9	2
17-Jun	Wed	11:00 AM	8:00 PM	9	2
18-Jun	Thu	11:00 AM	8:00 PM	9	2
19-Jun	Fri	11:00 AM	8:00 PM	9	2
20-Jun	Sat	11:00 AM	8:00 PM	9	2
21-Jun	Sun	11:00 AM	8:00 PM	9	2
22-Jun	Mon	Closed			
23-Jun	Tue	11:00 AM	8:00 PM	9	2
24-Jun	Wed	11:00 AM	8:00 PM	9	2
25-Jun	Thu	11:00 AM	8:00 PM	9	2
26-Jun	Fri	11:00 AM	8:00 PM	9	2
27-Jun	Sat	11:00 AM	8:00 PM	9	2
28-Jun	Sun	11:00 AM	8:00 PM	9	2
29-Jun	Mon	Closed			
30-Jun	Tue	11:00 AM	8:00 PM	9	2


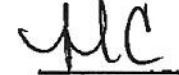


 SP CUSTOMER

Exhibit "A"
Days of Operation
Williamsburg Settlement
July 2026
OPTION 1

Date	Day	Opening Time	Closing Time	Total Operating Hours	Number of Guards
1-Jul	Wed	11:00 AM	8:00 PM	9	2
2-Jul	Thu	11:00 AM	8:00 PM	9	2
3-Jul	Fri	11:00 AM	8:00 PM	9	2
4-Jul	Sat	11:00 AM	8:00 PM	9	2
5-Jul	Sun	11:00 AM	8:00 PM	9	2
6-Jul	Mon	Closed			
7-Jul	Tue	11:00 AM	8:00 PM	9	2
8-Jul	Wed	11:00 AM	8:00 PM	9	2
9-Jul	Thu	11:00 AM	8:00 PM	9	2
10-Jul	Fri	11:00 AM	8:00 PM	9	2
11-Jul	Sat	11:00 AM	8:00 PM	9	2
12-Jul	Sun	11:00 AM	8:00 PM	9	2
13-Jul	Mon	Closed			
14-Jul	Tue	11:00 AM	8:00 PM	9	2
15-Jul	Wed	11:00 AM	8:00 PM	9	2
16-Jul	Thu	11:00 AM	8:00 PM	9	2
17-Jul	Fri	11:00 AM	8:00 PM	9	2
18-Jul	Sat	11:00 AM	8:00 PM	9	2
19-Jul	Sun	11:00 AM	8:00 PM	9	2
20-Jul	Mon	Closed			
21-Jul	Tue	11:00 AM	8:00 PM	9	2
22-Jul	Wed	11:00 AM	8:00 PM	9	2
23-Jul	Thu	11:00 AM	8:00 PM	9	2
24-Jul	Fri	11:00 AM	8:00 PM	9	2
25-Jul	Sat	11:00 AM	8:00 PM	9	2
26-Jul	Sun	11:00 AM	8:00 PM	9	2
27-Jul	Mon	Closed			
28-Jul	Tue	11:00 AM	8:00 PM	9	2
29-Jul	Wed	11:00 AM	8:00 PM	9	2
30-Jul	Thu	11:00 AM	8:00 PM	9	2
31-Jul	Fri	11:00 AM	8:00 PM	9	2


SP


CUSTOMER

Exhibit "A"
Days of Operation
Williamsburg Settlement
August 2026
OPTION 1

Date	Day	Opening Time	Closing Time	Total Operating Hours	Number of Guards
1-Aug	Sat	11:00 AM	8:00 PM	9	2
2-Aug	Sun	11:00 AM	8:00 PM	9	2
3-Aug	Mon	Closed			
4-Aug	Tue	11:00 AM	8:00 PM	9	2
5-Aug	Wed	11:00 AM	8:00 PM	9	2
6-Aug	Thu	11:00 AM	8:00 PM	9	2
7-Aug	Fri	11:00 AM	8:00 PM	9	2
8-Aug	Sat	11:00 AM	8:00 PM	9	2
9-Aug	Sun	11:00 AM	8:00 PM	9	2
10-Aug	Mon	Closed			
11-Aug	Tue	Closed			
12-Aug	**Wed	Closed			
13-Aug	Thu	Closed			
14-Aug	Fri	Closed			
15-Aug	Sat	11:00 AM	8:00 PM	9	2
16-Aug	Sun	11:00 AM	8:00 PM	9	2
17-Aug	Mon	Closed			
18-Aug	Tue	Closed			
19-Aug	Wed	Closed			
20-Aug	Thu	Closed			
21-Aug	Fri	Closed			
22-Aug	Sat	11:00 AM	8:00 PM	9	2
23-Aug	Sun	11:00 AM	8:00 PM	9	2
24-Aug	Mon	Closed			
25-Aug	Tue	Closed			
26-Aug	Wed	Closed			
27-Aug	Thu	Closed			
28-Aug	Fri	Closed			
29-Aug	Sat	11:00 AM	8:00 PM	9	2
30-Aug	Sun	11:00 AM	8:00 PM	9	2
31-Aug	Mon	Closed			

**Approx date school resumes


SP


CUSTOMER

Exhibit "A"
Days of Operation
Williamsburg Settlement
September 2026
OPTION 1

Date	Day	Opening Time	Closing Time	Total Operating Hours	Number of Guards
1-Sep	Tue	Closed			
2-Sep	Wed	Closed			
3-Sep	Thu	Closed			
4-Sep	Fri	Closed			
5-Sep	Sat	11:00 AM	8:00 PM	9	2
6-Sep	Sun	11:00 AM	8:00 PM	9	2
7-Sep	Mon	11:00 AM	8:00 PM	9	2
8-Sep	Tue	Closed			
9-Sep	Wed	Closed			
10-Sep	Thu	Closed			
11-Sep	Fri	Closed			
12-Sep	Sat	11:00 AM	8:00 PM	9	2
13-Sep	Sun	11:00 AM	8:00 PM	9	2
14-Sep	Mon	Closed			
15-Sep	Tue	Closed			
16-Sep	Wed	Closed			
17-Sep	Thu	Closed			
18-Sep	Fri	Closed			
19-Sep	Sat	11:00 AM	8:00 PM	9	2
20-Sep	Sun	11:00 AM	8:00 PM	9	2
21-Sep	Mon	Closed			
22-Sep	Tue	Closed			
23-Sep	Wed	Closed			
24-Sep	Thu	Closed			
25-Sep	Fri	Closed			
26-Sep	Sat	11:00 AM	8:00 PM	9	2
27-Sep	Sun	11:00 AM	8:00 PM	9	2
28-Sep	Mon	Closed			
29-Sep	Tue	Closed			
30-Sep	Wed	Closed			


SP


CUSTOMER

EXHIBIT "B"

Williamsburg Settlement

Contract Dates: January 1st - December 31st

Pool Address: 1602 Hoyt Katy, Texas 77449

Lox Box Code: TBD

Card Key N/A

Garbage Days Monday & Thursday

School District:

Gate Entry / Quest Requirements: _____

Sign-in Book Required at Gate Yes

Lifeguard allowed from Neighborhood: Yes

Management Company Crest Management

Contact Person: Maggie M

Phone Number: 281-945-4632

Email Address: maggiem@crest-management.com

Billing Contact: Laura

Billing Address: Crest Management

PO Box 219320, Houston, TX 77218

Billing Email: laura@crest-management.com

Send Invoices: EMAIL

Board Member: Heather Colkos

Email: hcolkos.wshoa@gmail.com

Phone Number: 413-231-0702

Board Member: Sachie Etherington

Email: sachie.wshoa@gmail.com

Phone Number: 808-282-1544

Board Member: Dave Ellis

Email: dave@daveellis.com

Phone Number: 281-347-2580

Pool Parties Allowed: YES

Additional Information Sachie Etherington is the 2026 Pool Liason



Exhibit C - 2026 Private Pool Party Questionnaire

One of the many services we offer our communities is coordinating private pool parties, including processing the requests and the scheduling of lifeguards. In order to do this, we need the following information:

Pool Name Williamsburg Settlement

Your Name Dave Ellis

Position WSHOA Secretary

Contact Information: Ph # 281-347-2580 Email address dave@daveellis.com

1. Do you allow pool parties at your facility? ☒ Yes ☐ No
2. Would you like Sweetwater Pools, Inc. to schedule your parties? ☒ Yes ☐ No
If No, provide contact person's information in #6 below
3. If Yes, can we book parties:
During normal operating hours (when the pool is open to the residents) ☒ Yes ☐ No
Maximum number of guests allowed at party if applicable 20
Before normal operating hours ☐ Yes ☒ No
Provide time restrictions if applicable _____
After normal operating hours ☒ Yes ☐ No
Provide time restrictions if applicable 2pm to no later than 11pm
On the day the pool is closed for cleaning, after it has been serviced ☐ Yes ☒ No
4. What is your pool tag policy? See Item 1 of Pool Rules
5. Do you allow Bounce houses, DJ's, cooking, etc. during parties?
Yes – Subject to Reasonable Restrictions. After hour Parties only.
6. Would you like us to verify that the resident is in good standing and eligible to use the pool facility?
☒ Yes ☐ No If yes, who would you like us to contact for approval? Dave Ellis
7. Who is the Primary Contact person responsible for pool party questions?
 - a. Neighborhood Liaison/Committee Member
Name Sachie Etherington Hm/Wk Ph# _____
Address 22342 N Rebecca Burwell Lane Cell Ph # 808-282-1544
Email Address sachie.wshoa@gmail.com Fax # _____
 - b. Property Management Company _____
Property Mgr _____ Work Ph# _____
Address _____ Cell Ph # _____
Email Address _____ Fax # _____
 - c. Other
Name _____ Hm/Wk Ph# _____
Address _____ Cell Ph # _____
Email Address _____ Fax # _____
8. Would you like us to collect any additional pool usage fees for the community, and if so, how much?
Yes – For After Hours Parties 1 - 49 Guests \$70 Over 50 Guests \$95
9. Do you have a clubhouse available for rental during parties? ☐ Yes ☒ No (Clubhouse Rental handled separately)
10. Do you have a swim team? ☒ Yes ☐ No If yes, please attach swim team schedule or provide contact information Bernie Hall, President bhall13@yahoo.com 281-793-3392

Approved: _____ Date: _____

If you have any further questions or concerns, please feel free to contact our Pool Party Coordinator at 281-988-8480.

WILLIAMSBURG SETTLEMENT MAINTENANCE ASSOCIATION POOL RULES

- 1. USE OF THE POOL IS RESTRICTED TO MEMBERS OF THE WILLIAMSBURG SETTLEMENT MAINTENANCE ASSOCIATION (WSMA) WHO HAVE BEEN ISSUED AND DISPLAY CURRENT POOL TAGS. EACH PERSON DISPLAYING A TAG MAY BE ACCOMPANIED BY ONE NON-RESIDENT GUEST. ADDITIONAL GUESTS ARE PERMITTED IF IN A WSMA APPROVED PARTY.**
- 2. ALL PERSONS ENTERING THE POOL AREA MUST SIGN IN AT THE OFFICE.**
- 3. NO RUNNING IN THE POOL AREA.**
- 4. USE OF THE DIVING BOARD IS SUBJECT TO THE POSTED DIVING BOARD AND DEEP END RULES.**
- 5. DRINKING AND EATING ARE NOT ALLOWED WITHIN 4 FEET OF THE POOL.**
- 6. SMOKING IS NOT PERMITTED IN THE POOL AREA.**
- 7. GLASS CONTAINERS ARE NOT PERMITTED IN THE POOL AREA.**
- 8. ALCOHOLIC BEVERAGES ARE NOT TO BE TAKEN INTO THE POOL AREA AND DRUNKENNESS OR OBSCENE LANGUAGE WILL NOT BE TOLERATED.**
- 9. THE BABY POOL, WHICH HAS NO LIFEGUARD SUPERVISION, IS RESERVED FOR CHILDREN 5 YEARS OF AGE AND YOUNGER WHEN THE MAIN POOL IS OPEN AND AVAILABLE TO OLDER SWIMMERS.**
- 10. SWIMMERS MUST WEAR PROPER SWIMSUITS.**
- 11. ANYONE WITH OPEN SORES OR WOUNDS IS PROHIBITED FROM USING THE POOL.**
- 12. NO PETS ARE ALLOWED IN THE POOL AREA.**
- 13. INNER TUBES, RAFTS OR OTHER FLOATATION DEVICES ARE PERMITTED IN THE POOL PROVIDED THAT THE LIFEGUARDS ON DUTY ARE SATISFIED THAT SAFETY IS NOT BEING COMPROMISED. NO STANDING OR SITTING ON THE SAFETY ROPE.**
- 14. WSMA IS NOT RESPONSIBLE FOR LOST OR STOLEN ITEMS.**
- 15. OTHER RULES MAY BE ENFORCED AS DEEMED NECESSARY BY THE LIFEGUARD FOR THE SAFETY OF THE MEMBERS AND THE GUARDS' DECISIONS MUST BE RESPECTED.**

DIVING BOARD AND DEEP END RULES

1. DIVE AND USE THE BOARD AT YOUR OWN RISK.
2. YOUNG CHILDREN MUST BE CLOSELY SUPERVISED AT ALL TIMES BY A RESPONSIBLE ADULT.
3. FLOTATION AIDS, GOGGLES, FINS AND OTHER DEVICES ARE PROHIBITED ON THE DIVING BOARD
4. MOUNT THE BOARD FROM THE LADDER ONLY.
5. ONLY ONE PERSON ON THE BOARD AT A TIME. THOSE WAITING MUST KEEP CLEAR OF THE LADDER.
6. WAIT UNTIL THE PREVIOUS DIVER IS CLEAR BEFORE DIVING.
7. ALL DIVES MUST BE FORWARD FACING. NO FLIPS, CARTWHEELS, HANDSTANDS, OR HANGING OFF THE DIVING BOARD.
8. ONLY ONE BOUNCE IS ALLOWED BEFORE DIVING. NO RUNNING DIVES.
9. NO SWIMMING IN THE DEEP END UNLESS THE DIVING BOARD IS CLOSED.
10. THE DIVING BOARD MAY BE CLOSED TO PERMIT RECREATIONAL SWIMMING IN THE DEEP END AT THE LIFEGUARD'S DISCRETION.