



EMPLOYMENT AGREEMENT

Signature Pool Management, LLC

Summer Work & Travel Employment Agreement

This Employment Agreement (“Agreement”) is made effective as of _____ by and between Signature Pool Management, LLC, a Virginia limited liability company (“Employer”), and the individual identified below (“Employee”).

Employee’s Name:

[Print Name]

WHEREAS, Employee and Employer desire to enter into an employment agreement and agree as follows:

1. EMPLOYMENT AT-WILL.

- a. Employer shall employ Employee as a Lifeguard for the period from May 26, 2018 to September 3, 2018. Employee must arrive by May 19, 2018 to complete lifeguard certification (unless already certified or receiving certification outside of Employer’s program, in which case Employee must arrive by May 23, 2018 for Employer-provided job training and orientation).
- b. Employee is participating in the J-1 Work and Travel Program as defined by federal law. Employer endeavors to support the goals of the J-1 visa by offering cultural events throughout the employment, notifying Employee of various cultural exchange, and providing opportunities to experience the American culture at work.
- c. Under no circumstances shall this Agreement be deemed to create the expectation of continued employment. Employee is employed “at-will”. Either Employer or Employee can terminate this Agreement at any time, with or without cause upon providing notice. If Employee chooses to terminate employment prior to the end of this Agreement, he or she must contact his or her sponsor and is expected to give at least two-weeks’ notice in writing to his or her area supervisor and work all shifts until the end of the notice period.
- d. Employer will guarantee a minimum of fifty (50) hours per week of paid work time over the course of the regular season to employees, subject, however, to the qualifications set forth below. Employer bears no responsibility if the minimum hours are not met due to unsatisfactory work performance (including not meeting safety requirements), employment termination (whether with or without cause, voluntary or involuntary), personal injury (rendering Employee unable to work with or without a reasonable accommodation), severe weather, or a catastrophic event, natural disaster, or other matter beyond the parties’ control. Work shifts will generally be 8-12 hours in length, 5-6 days per week. **Availability to work on weekends (Saturdays and Sundays) and all holidays is required.**

Initial: _____



2. BEST EFFORTS OF EMPLOYEE.

Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by the express and implicit terms of this Agreement and as directed by Employer, to the reasonable satisfaction of Employer. Employee's duties shall be provided at such place(s) as the needs, business, or opportunities of Employer may require from time to time.

3. COMPENSATION OF EMPLOYEE.

As compensation for the services provided by Employee under this Agreement, Employer will pay Employee for hours worked at the following rates:

New Lifeguard (new to SPM): \$9.25 per hour (\$13.88 overtime for hours in excess of forty (40) per workweek)

Returning SPM Lifeguard with one (1) year of experience: \$9.50 per hour (\$14.25 overtime for hours in excess of forty (40) per workweek)

Returning SPM Lifeguard with two (2) or more years of experience: \$9.75 (\$14.63 overtime for hours in excess of forty (40) per workweek)

Payroll will be made by Employer every other Monday starting June 11th. Upon termination of this Agreement, payments under this paragraph shall cease; provided, however, that Employee will be entitled to be paid for all hours worked prior to the date of termination and for which Employee has not yet been paid.

Employer may, from time to time and at Employer's discretion, award bonuses to Employee, such as:

\$100 Monthly Area Employee Bonus - During the months of June, July and August each Area Supervisor will elect a top-performing Lifeguard from that month to be rewarded for going above and beyond their required duties.

\$100 Video Bonus - Employee with the best video during his/her work/travel experience.

\$50 Photo Bonus - Employee with the best photo during his/her work/travel experience.

\$100 Performance and Season Completion Bonus - At the discretion of Area Supervisor for outstanding quality of work and demonstrated knowledge of training information throughout employment (employees will be graded on a scale of one to five). Additionally, employee stays employed through the end of the season. If you are issued a warning anytime during the season, you are not eligible for a bonus.



4. TRAVEL TO THE UNITED STATES & VISA FEES.

To the extent permitted by law, Employer is NOT responsible for paying expenses related to Employee's travel to the United States, or to any particular work site, expenses related to securing any visa necessary to enter the United States or to begin work, or for any expenses directly related to Employee's participation in the J-1 program.

Pickup from Washington Dulles International Airport (IAD) to Employer-provided housing will be provided by Employer between the dates of May 14, 2018 through May 23, 2018 given there are three or more people being picked up.

Pickup from Norfolk International Airport (OFR) and Richmond International Airport (RIC) to Employer-Provided housing will be provided daily by Employer.

***Airport pickups must be scheduled two (2) weeks prior to arriving to the United States by emailing: info@signaturepoolmanagement.com

5. UNIFORM & APPEARANCE.

A uniform must be worn during training and while Employee is at work. Basic uniform package includes: Two (2) t-shirts, bathing suit, hip pack with pocket mask, whistle and visor. Employee's appearance must be appropriate, professional, and consistent with all job requirements. Certain worksites may have particular or more restrictive appearance policies that must be adhered to.

Initial: _____

For all employees, Employer will deduct a total of \$70.00, in installments of \$35.00 per paycheck from Employee's first two (2) paychecks to cover the basic uniform package. By initialing to the left, Employee agrees to such deductions.

No deduction will be made that has the effect of Employee being paid less than the applicable minimum wage.

6. TRAINING & CERTIFICATION REQUIREMENTS.

Employment under this Agreement is contingent upon Employee becoming certified by the American Red Cross as a Lifeguard. This certification requires successful completion of American Red Cross Lifeguarding, First Aid, CPR, and PDT training. Employer offers this training for a fee (\$200 for full training; \$100 for CPR & PDT training only; \$25 for PDT training only), but Employee is not required to receive this training or certification by or through Employer. Successful completion of all required certifications to become an American Red Cross Lifeguard is a condition of employment. There is a prerequisite skills test to attend American Red Cross Lifeguard courses, which requires proficiency in swimming using the front crawl and breaststroke (300 yards continuously), tread water for two (2) minutes, surface diving to retrieve a weighted object, and exiting the water without using a ladder or steps, all within a time limitation. If Employee does not have the prerequisite skills or cannot obtain the required certifications, Employee cannot be employed as a Lifeguard. In such cases, a secondary position of pool attendant may be available at a lower pay scale, but Employer cannot guaranty such employment. **By Employee's initials to the left, Employee certifies**



Initial: _____

that he or she has the necessary prerequisite skills and understand that Employee cannot be guaranteed employment if the Employee cannot become fully certified.

Initial: _____

Where such certification is required by law, Pool Operator Certification can be obtained through Employer or through an outside program. Employer will provide the Pool Operator Certification at no cost to employees who complete the entire season of employment. **If Employee does not successfully complete the entire season of employment, a fee of \$100 will be charged, which Employee, by his or her initials to the left, authorizes to be deducted from his or her pay, including his or her final paycheck.** For any training course offered from Employer where Employee fails to pass the training satisfactorily, any training fees paid will not be refunded.

7. HOUSING.

Employer offers furnished housing to its employees, which is a shared apartment in a commercial apartment community. Employee is NOT required to live in Employer-provided housing. The cost of Employer-provided housing is rent at \$120.00 per week plus a security deposit of \$200.00. Rather than paying the cost up-front, Employee may choose to have the cost of housing deducted from Employee's paychecks.

Initial: _____

Upon termination of employment for any reason, any landlord/tenant relationship is converted into a tenancy at will, and Employer may immediately give notice and require Employee/tenant to vacate the unit, and may otherwise exercise all rights and remedies available to Employer by law as a landlord. Employees will generally be required to vacate the housing within seven (7) days of the conclusion or earlier termination of employment for any reason. If, after Employment concludes or terminates, Employee remains a tenant in Employer-provided housing, Employee/tenant remains responsible for all rent coming due under the lease, and any other amounts due to Employer/landlord by law. Employee shall be responsible for any damage to housing caused by Employee. Deductions will be made from the deposit for any damage caused by Employee or costs incurred by Employer due to Employee's failure to return the housing in good and clean condition. The deposit may also be charged for any rent due from Employee upon the termination of employment for any reason. The deposit, or the remaining balance of the deposit (if any), after deductions are made following move-out and inspection, will be returned to Employee. **If additional amounts are owed by Employee for rent, damage, cleaning, or other housing-related charges, which are not covered by the deposit, Employee, by his or her initials to the left, authorizes Employer to deduct such amounts from his or her pay, including his or her final paycheck.**

By signing under this section, Employee indicates he or she wishes to live in Employer-provided housing, and authorizes paycheck deductions for the purposes of paying the cost of Employer-provided housing.

Employee Signature: _____



8. TRANSPORTATION.

If Employee's job site is greater than five (5) miles from Employer-provided housing, Employer will provide daily transportation to and from the worksite. Additionally, Employees are encouraged but not required to rent a bicycle for transportation during their period of employment. Employer offers bicycle rentals to its Employees. Employee is NOT required to rent a bicycle from Employer. The cost of an Employer-provided bicycle is \$100.00 for the season plus a security deposit of \$50.00. Rather than paying the cost up-front, Employee may choose to have the cost deducted from Employee's paychecks at \$25.00 per paycheck until fully paid. It will be Employee's responsibility to return the bicycle to Employer, free of damage, at the conclusion or termination of employment for any reason. Deductions will be made from the deposit for any damage to the bicycle. The deposit, or the remaining balance of the deposit (if any), after deductions are made upon return of the bicycle, will be returned to Employee. **If additional amounts are owed by Employee for damage, which are not covered by the deposit, Employee, by his or her initials to the left, authorizes Employer to deduct such amounts from his or her pay, including his or her final paycheck.**

Initial: _____

9. INCLEMENT WEATHER.

The facility where Employee works may be closed in the case of inclement weather, such as rain or cold temperatures. In the event a facility is closed early, Employee will be paid actual hours worked, not scheduled hours. If, however, Employee is asked to remain on-site and monitor the weather until the pool re-opens, Employee will be paid for this time. Hours lost due to inclement weather closure are not guaranteed to be made up later in the season.

10. FINAL PAYCHECK.

The address provided below the signature to this Agreement by Employee will be the address in Employee's employment file, and will be where the final paycheck is mailed. The final paycheck is subject to deductions as provided for in this Agreement. Employee will notify Employer of any change of address, or of an alternative address to send the final paycheck as soon as practicable.

The final paycheck and security deposit return will be combined in one check. A \$25.00 fee will be deducted from the final paycheck for certified mail to include tracking. This check will be mailed out no later than December 1, 2018.

Initial: _____

In the event a check is undeliverable, there will be a \$50.00 check cancellation and re-issuance fee deducted from the reissued paycheck, as permitted by law and as required by Employer's bank.



11. COMPLIANCE WITH EMPLOYER'S RULES.

Employee is responsible for learning and following all of Employer's rules and policies, whether communicated in writing or orally. No such rules or policies, however, shall create any express or implied contract between Employer and Employee. Employer periodically reviews its rules and policies, and they are subject to change at any time, for any reason, and with or without prior notice.

12. GOVERNING LAW/FORUM SELECTION.

This Agreement shall be executed, construed and performed in accordance with the laws of the Commonwealth of Virginia and/or the United States of America, without reference to conflict of laws principles, and without reference to the country Employee is domiciled or is a citizen. Employer and Employee agree that the exclusive forum and venue for any action predicated or based on this Agreement and/or arising out of or related to Employee's employment with Employer shall be in the General District Court or Circuit Court for the City or County in Virginia where Employee primarily worked for Employer, and both Employer and Employee consent to such courts as the exclusive forum and venue for the resolution of disputes and irrevocably submit to personal jurisdiction in such courts.

13. HEADINGS.

The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

14. ENTIRE AGREEMENT; AMENDMENTS; INTERPRETATION.

This Agreement constitutes and embodies the entire agreement between the parties in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings in connection with such subject matter. No covenant or condition not expressed in this Agreement shall affect, or be effective to interpret, change or restrict, this Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and Employer's policies regarding employees, the terms of this Agreement shall supersede the conflicting or inconsistent policies; otherwise Employee's employment shall be subject to the policies, conditions and benefits of Employer as revised from time to time. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding unless in writing signed by the parties hereto. No modification, waiver, termination, rescission, discharge or cancellation of this Agreement shall affect the right of any party to enforce any other provision or to exercise any right or remedy in the event of any other default. This Agreement shall not be construed against one party or the other by virtue of it having been drafted, in whole or in part, by one party or the other, but rather, shall be interpreted in accordance with its fair meaning when viewed in its entirety.

15. SURVIVAL.

It is understood and agreed that any provision of this Agreement that by its nature and effect is required to be kept, observed or performed after the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.



16. SEVERABILITY.

If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. COUNTERPARTS; ELECTRONIC SIGNATURE.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument. A signature made, reproduced, or transmitted by electronic means will have the same validity, force, and effect as an original signature.

AGREED TO AND ACCEPTED BY EMPLOYER:

Signature Pool Management, LLC
P.O. Box 120464
Newport News, VA 23612
+1 (804) 314-4200
gina@signaturepoolmanagement.com

By: _____

Name: Gina R. Zerillo

Title: Office Manager

Date: _____

AGREED TO AND ACCEPTED BY EMPLOYEE:

Sign Here: _____

Print name: _____

Address: _____

Date: _____