



Cheshire Forest Homeowners Association, Inc. Regular Meeting of the Board of Directors Meeting Minutes - October 14, 2025

According to Article 3. Board of Directors, Section 3.6.2, Regular Meeting of the Cheshire Forest Homeowners Association Bylaws, a Regular Meeting of the Board was held on Tuesday, October 14, 2025, at 500 Cheshire Forest Drive, Chesapeake, VA 23322.

The meeting was called to order by Vice President Ryan Orbison at 6:09 p.m.

Board Members Present: Mrs. Karol, President; Mr. Orbison, Vice President; Mr. Graham, Secretary; Mr. Heinecke, Treasurer; Mr. Granata, Director; and Mrs. McKlveen, Director, establishing a quorum.

Board Members Absent: none

United Property Associates: Represented by Jennifer Jacobsen

Mr. Orbison moved that the Board enter an Executive Session to conduct Review Compliance Violations, and the Delinquency Report. Mr. Granata seconded the motion; the motion was approved. The Board moved into Executive Session.

The Open Session was reconvened at 7:00 p.m.

Business Brought out of Executive Session:

None.

Agenda and Minutes:

Mr. Orbison moved that the agenda be adopted as written. Mr. Granata seconded the motion. The motion passed.

Homeowner Forum:

A homeowner relayed concerns to the board. Mrs. Karol, on behalf of a homeowner, shared their observations about the community pool with the Board. The homeowner believes that an additional lifeguard stand opposite the current one would be helpful to the guards. The stand could be used when the sun's glare makes it difficult to see the pool. It would be beneficial to have the second guard stand available during times of a pool capacity surge. The notification of semi-private pool parties needs to be communicated more clearly from the manager to the pool company and then to the guards on duty. Lastly, the new Member registration system has reduced non-members from accessing our pool. However, the lock screen and the need to constantly re-enter the password have become cumbersome.

Committee Reports:

There were no reportable actions for the following committees: Communications, Documents, Landscaping/Playground, Yard of the Month, Neighborhood Watch/Security, Net Sports, Nominating, Pool, Social and Swim Team.

Architectural Committee: Mrs. Karol moved to approve the following ACC Applications as submitted: 809 Hedgerow Court (pool and fence), 520 Liverpool Court (Roof), and 520 Piping Rock Drive (Shed). Mr. Orbison seconded the motion. The motion passed.

Clubhouse Committee: To review and accept proposals for the Clubhouse renovations, the Board has scheduled a special meeting of the board on Tuesday, November 10 at 6:00 pm in the Clubhouse.

Social Committee: Mr. Heinicke reported that the Cheshire Lawn Party was well attended, and plans are being made to repeat the event next year. The remaining 2025 Community Events can be found on the Cheshire Forest website and social media pages.

Financial Reports:

The Board reviewed the financial statements as of September 30, 2025.

Manager's Report:

The Board reviewed the manager's October report.

Old Business:

Mr. Orbison moved that the 2026 Cheshire Forest Operating Budget be adopted as written. Mr. Graham seconded the motion. The motion passed. (Appendix A)

New Business:

Mr. Orbison moved that the 2026/27/28 AAA Pool contract be accepted as written. Mr. Granata seconded the motion. The motion passed unanimously. (Appendix B)

Mr. Orbison moved that the River City Tennis proposal for the tennis court resurfacing work be accepted as written. Mr. Granata seconded the motion. The motion passed. (Appendix C)

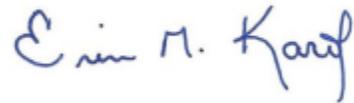
There is a special meeting of the board on Monday, November 10, 2025, at 6 pm at the clubhouse to consider the adoption of a revised Camera Policy, a firearms Policy, a Virtual Meeting policy, a Books and Records Policy, a Due Process Policy, updated ACC guidelines and proposals for the clubhouse renovation project.

The Annual Meeting of the Membership is scheduled for Tuesday, November 18, 2025, at 6pm, immediately followed by a Regular Board Meeting.

With the agenda completed, the meeting was adjourned at 9:59 p.m.



Matt Graham, Secretary



Erin, Karol, President

Account	January	February	March	April	May	June	July	August	September	October	November	December	Total
INCOME													
41100-00 Association Fees	\$93,980.00	\$-	\$-	\$93,980.00	\$-	\$-	\$93,980.00	\$-	\$-	\$93,980.00	\$-	\$-	\$375,920.00
41400-00 Legal Admin Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
42000-00 Prepaid Association Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
42380-00 Clubhouse Income	-	-	-	-	400.00	1,000.00	1,000.00	600.00	600.00	400.00	400.00	400.00	4,800.00
42430-00 Swim Team Income	-	-	-	-	-	-	-	-	-	3,760.00	-	-	3,760.00
42440-00 Due Process Income	55.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00	660.00
42500-00 Miscellaneous Income	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
42530-00 Interest-Delinquent Fees	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	540.00
42550-00 Reserve Interest	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	14,400.00
42630-00 Late Fee Income	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,400.00
42650-00 Court Costs Recovered	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	120.00
44700-00 Cell Tower Lease Income	810.00	810.00	810.00	810.00	810.00	810.00	810.00	810.00	810.00	810.00	810.00	810.00	9,720.00
Total Income	\$96,325.00	\$2,345.00	\$2,345.00	\$96,325.00	\$2,745.00	\$3,345.00	\$97,325.00	\$2,945.00	\$2,945.00	\$100,485.00	\$2,745.00	\$2,745.00	\$412,620.00
EXPENSES													
General & Administrative													
51301-00 Easter-Social Expense	-	-	-	-	-	9,000.00	-	-	-	-	-	-	9,000.00
51400-00 Audit/Tax Preparation	-	-	-	-	-	1,500.00	2,500.00	1,500.00	-	1,500.00	-	1,000.00	11,000.00
51500-00 Social Committee Expense	-	-	-	1,000.00	2,000.00	1,500.00	2,500.00	1,500.00	-	1,500.00	-	-	11,000.00
51700-00 Legal-Corporate	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	1,800.00
51770-00 Disposal	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00
51800-00 Bank Service Charges	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	240.00
51900-00 Board Training	-	-	400.00	-	-	-	-	-	-	-	-	-	400.00
51950-00 Legal-Collection	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00
52200-00 Property Interest	1,359.25	1,359.25	1,359.25	1,359.25	1,359.25	1,359.25	1,359.25	1,359.25	1,359.25	1,359.25	1,359.25	1,359.25	16,311.00
52210-00 Corporate Fees	-	-	155.00	-	-	-	-	-	-	-	-	-	155.00
52700-00 Management Fees	4,070.00	4,070.00	4,070.00	4,070.00	4,070.00	4,070.00	4,070.00	4,070.00	4,070.00	4,070.00	4,070.00	4,070.00	48,840.00
52800-00 Miscellaneous Expense	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	180.00
52820-00 Community Management System	-	-	-	-	-	-	-	-	-	-	-	-	-

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Account	January	February	March	April	May	June	July	August	September	October	November	December	Total
52700-00 Office Expense/Printing	\$335.00	\$335.00	\$335.00	\$335.00	\$335.00	\$335.00	\$335.00	\$335.00	\$335.00	\$335.00	\$335.00	\$335.00	\$4,020.00
52730-00 Coupon Books	-	-	-	-	-	-	-	-	-	-	-	-	-
52820-00 Digital System	731.00	56.00	56.00	56.00	56.00	56.00	56.00	306.00	56.00	56.00	56.00	56.00	1,597.00
52900-00 Postage Expense	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	3,600.00
53050-00 Neighborhood Watch	-	-	-	-	-	-	-	300.00	-	-	-	-	300.00
53100-00 Taxes-State	-	-	2,500.00	-	-	-	-	-	-	-	-	-	2,500.00
53250-00 Taxes-Federal	-	-	7,500.00	-	-	-	-	-	-	-	-	-	7,500.00
53300-00 Taxes-Real Estate	-	130.00	-	-	-	130.00	-	-	-	-	-	-	160.00
Total General & Administrative	\$7,080.25	\$6,535.25	\$16,960.25	\$7,405.25	\$6,405.25	\$17,035.25	\$8,905.25	\$8,455.25	\$6,565.25	\$7,905.25	\$6,405.25	\$7,565.25	\$109,223.00
Utilities													
53400-00 Telephone & IP	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	2,160.00
53700-00 Water Expense	500.00	-	500.00	-	500.00	-	500.00	-	500.00	-	500.00	-	3,000.00
53760-00 Storm Water Fees	-	-	-	-	-	600.00	-	-	-	-	-	600.00	1,200.00
53800-00 Electric Expense	720.00	720.00	720.00	720.00	720.00	720.00	720.00	720.00	720.00	720.00	720.00	720.00	8,640.00
53850-00 Gas Expense	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	2,004.00
Total Utilities	\$1,567.00	\$1,067.00	\$1,567.00	\$1,067.00	\$1,567.00	\$1,667.00	\$1,567.00	\$1,067.00	\$1,567.00	\$1,067.00	\$1,567.00	\$1,067.00	\$17,004.00
Maintenance													
54130-00 Alarm Service	36.00	36.00	36.00	36.00	36.00	36.00	36.00	36.00	36.00	36.00	36.00	36.00	432.00
54170-00 Clubhouse Expenses	-	600.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	10,185.16
54200-00 Cleaning Service	-	-	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	9,900.00
54300-00 Lawn Contract	4,930.32	4,930.32	4,930.32	4,930.32	4,930.32	4,930.32	4,930.32	4,930.32	4,930.32	4,930.32	4,930.32	4,930.32	59,183.84
54310-00 Landscaping Extras	-	-	1,200.00	-	-	1,200.00	-	-	1,200.00	-	-	-	4,800.00
54320-00 Irrigation System	-	1,200.00	-	300.00	-	300.00	-	-	-	-	300.00	-	2,400.00
54340-00 Sign Expense	-	-	-	700.00	-	-	-	-	-	-	-	-	700.00
54700-00 Tennis Courts	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	3,000.00
54800-00 Games Management	685.00	685.00	685.00	685.00	685.00	685.00	685.00	685.00	685.00	685.00	685.00	685.00	8,220.00
54900-00	-	-	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	-	-	28,000.00
54940-00 Fence/Guards	-	-	-	-	-	-	-	-	-	-	-	-	-
54940-00 Tennis Insp/Treatment	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	1,440.00
54940-00 Pool Repairs/Supplies	-	-	-	-	750.00	750.00	750.00	750.00	-	-	-	-	3,000.00
54970-00 Pool Contract	2,000.00	-	-	-	18,150.00	18,150.00	18,150.00	22,150.00	2,760.00	-	-	-	81,360.00
54980-00 Swim Team Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
54990-00 Pool Furniture	-	-	-	1,000.00	100.00	100.00	100.00	-	-	-	-	-	1,300.00
54990-00 Pool Maintenance	88,021.32	57,821.32	811,721.32	815,621.32	830,621.32	832,121.32	830,621.32	834,821.32	815,581.32	811,621.32	88,421.32	88,986.48	8,213,901.00
Operating Reserves													

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Budget Summary - Operating
Cheshire Forest Homeowners' Assoc. Inc.

2026

Account	January	February	March	April	May	June	July	August	September	October	November	December	Total
5650-00 Oper Reserve Interest	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$2,400.00
Total Operating Reserves	\$200.00	\$200.00	\$200.00	\$2,400.00									
Replacement Reserves													
55160-00 Repl Reserve Interest	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00
55490-00 Replacement Reserve	4,841.00	4,841.00	4,841.00	4,941.00	4,841.00	4,841.00	4,841.00	4,841.00	4,841.00	4,841.00	4,841.00	4,841.00	58,092.00
Total Replacement Reserves	\$5,841.00	\$5,841.00	\$5,841.00	\$70,092.00									
Total OPERATING EXPENSE	\$22,706.57	\$21,464.57	\$36,289.57	\$28,134.57	\$46,634.57	\$56,864.57	\$47,134.57	\$59,304.57	\$29,754.57	\$26,634.57	\$22,434.57	\$24,179.73	\$412,620.00
Net - Operating Totals	\$73,615.43	(\$19,119.57)	(\$33,944.57)	\$58,190.43	(\$43,889.57)	(\$53,519.57)	\$50,190.43	(\$47,439.57)	(\$26,609.57)	\$73,850.43	(\$19,689.57)	(\$21,484.73)	\$0.00

Appendix B - 2026/27/28 AAA Pool Contract



- Service
- Integrity
- Satisfaction

Phone: (757) 499-5852

Fax: (757) 499-3628

Southside, Peninsula
& Williamsburg

**Complete & Comprehensive Renovations • Professional Pool Management • Custom Brick & Tile
Fiberglass Pool Resurfacing, Excellent Warranty • Filters and Chlorinators • Design & Engineering**

Dear Cheshire Forest Homeowners Association:

AAA Pool Services is pleased to offer you the enclosed 2026 - 2028 (3) Year Professional Pool Management proposal. As a returning customer we would like to take this opportunity to thank you for your continued business. We truly appreciate your business and look forward to continuing to provide you unmatched service and value.

Also as a returning customer, you are keenly aware of the challenges we have faced the past few years. Anticipating a similar tight labor market ahead, I am again keeping firm control on the size of our management program. My commitment to our current customers is that I am not offering proposals to new customers until after December 1, 2025. Please note on the enclosed proposal that it is a valid offer through December 1, 2025 only. I cannot guarantee a spot in our 2026 management program if the signed proposal is not returned by then.

Unless otherwise noted, the new contract price has been calculated using the 2025 hours of operation. As with pretty much any industry, we have experienced dramatic upwards pressure on many of our most significant costs, including wages, insurance, and chemical/material prices. The proposal price includes recognition of those costs. Additionally, the 2026 proposal price also incorporates the additional week of summer as 2026 is one of those summers with an extra week between Memorial Day and Labor Day, increasing our staffing needs by 7%. I have worked with many customers to reduce low-usage pool hours, which not only has the benefit of reducing the proposal price, but decreases the number of lifeguards needed. Please let me know if you would like to review the schedule in this proposal.

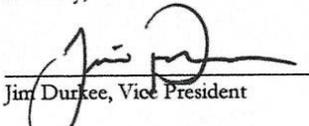
Please note that local public schools are beginning to change to opening the week(s) before Labor Day and there may be service disruptions based on public school schedules. AAA Pool Services has always made a commitment to recruit, train, and hire only local lifeguards. To remain competitive for the best talent available it is necessary to offer above market wages. Lifeguards are our product and we aim to provide the best available!

We believe the 2026 - 2028 proposal continues to represent a tremendous value while remaining competitive in the marketplace. Please note that the contract can be terminated at any time with simple written notice. It is not our intention to lock customers in to a contract if we are not meeting expectations. Other value highlights are:

1. Trained, certified, and professional lifeguards. We use local lifeguards who in most cases are trained at our AAA Pool Services provided free American Red Cross lifeguarding classes.
2. Open lines of communication that include an office location open 8am - 6pm 7 days a week during pool season, and an assigned supervisor available by cell phone. "Talk to a real person and not a recording."
3. Blanket supervision superior to any others available in the area. Our professional supervisors all have multiple years of experience in pool management and visit each pool multiple times a week.
4. Our office management staff is the most experienced and capable group in the area.
5. Local ownership. "The buck stops here."
6. A 7-day-a-week service department that treats our management customers as an absolute priority.

At AAA Pool Services management pools are our #1 priority. We look eagerly toward another successful summer swim season in 2026 and beyond and to maintaining the partnership we have built with you.

Sincerely,



Jim Durkee, Vice President

4856 HAYGOOD ROAD, SUITE 103 • VIRGINIA BEACH, VIRGINIA 23455

- Service
- Integrity
- Satisfaction

AAA POOL SERVICE, INC.

SOUTHSIDE, PENINSULA & WILLIAMSBURG

SWIMMING POOL MANAGEMENT AGREEMENT

THIS AGREEMENT, made this 12th day of August, 2025 between **Cheshire Forest Homeowners Association**, hereinafter called "Owner", and **AAA Pool Service, Inc.**, hereinafter called "AAA", shall provide for the operation and management of Owner's swimming pool on site as follows:

SECTION 1. HOURS OF OPERATION

- A. AAA shall operate the Owner's swimming pool from May 22, 2026 through, and including, September 13, 2026. Daily pool operation hours shall be per the attached schedule (page 3).
- B. AAA shall operate the Owner's swimming pool from May 28, 2027 through, and including, September 12, 2027. Daily pool operation hours shall be per the attached schedule (page 4).
- C. AAA shall operate the Owner's swimming pool from May 26, 2028 through, and including, September 10, 2028. Daily pool operation hours shall be per the attached schedule (page 5).

SECTION 2. PERSONNEL

AAA shall employ all personnel for work under this Agreement.

- A. AAA shall employ all personnel and be responsible for all payroll wages, taxes and insurance requirements.
- B. AAA shall provide at least (1) manager or (1) assistant manager and additional lifeguards per attached schedule. AAA requires management and lifeguard personnel to be Red Cross certified or equivalent. Additionally, management personnel are required to have swimming pool operator's permits and any other certificates as required by the local health department.
- C. AAA may add additional lifeguards for safety reasons; if patron load demands, patron safety will prevail. The Owner agrees to pay for additional lifeguard services. Patron load demand will be governed by the 10/20 second rescue time standard. AAA will contact a board member before adding an additional lifeguard.
- D. This Agreement is based on current federal/state minimum wage and benefit requirements. Any change shall require AAA and Owner to reach a new agreement to cover additional costs.
- E. Owner agrees to provide security to protect AAA employees in the event any AAA employee is actually threatened or perceives to be threatened with bodily harm or harm to their personal property by any resident or guest. AAA shall remove its employees until such security is in place. This security shall be approved by AAA and at no expense to AAA.

SECTION 3. COMPENSATION TO AAA POOL SERVICE, INC.

- A) The Owner agrees to pay AAA the annual amount of \$75,500.00 for 2026 services outlined in this Agreement. Such payment shall be rendered in installments in the amounts and on the dates indicated in the following schedule:

Jan. 1, 2026	May 1, 2026	June 1, 2026	July 1, 2026	August 1, 2026	Sept. 1, 2026
\$2,000.00	\$18,150.00	\$18,150.00	\$18,150.00	\$18,150.00	\$900.00

- B) The Owner agrees to pay AAA the annual amount of \$74,000.00 for 2027 services outlined in this Agreement. Such payment shall be rendered in installments in the amounts and on the dates indicated in the following schedule:

Jan. 1, 2027	May 1, 2027	June 1, 2027	July 1, 2027	August 1, 2027	Sept. 1, 2027
\$2,000.00	\$17,775.00	\$17,775.00	\$17,775.00	\$17,775.00	\$900.00

- C) The Owner agrees to pay AAA the annual amount of \$76,100.00 for 2028 services outlined in this Agreement. Such payment shall be rendered in installments in the amounts and on the dates indicated in the following schedule:

Jan. 1, 2028	May 1, 2028	June 1, 2028	July 1, 2028	August 1, 2028	Sept. 1, 2028
\$2,000.00	\$18,300.00	\$18,300.00	\$18,300.00	\$18,300.00	\$900.00

Owner shall pay AAA a monthly periodic rate of 1.5% finance charge on any installment 30 days or more past the stipulated due date. Non-payment is deemed a breach of contract and AAA may, at any time, remove all personnel without prior written notice to the Owner. In the event collection proceedings become necessary, Owner agrees to pay all attorney's fees and related costs. Collections shall be handled through the City of Virginia Beach courts. Please note that payments made by credit card will incur a 5% handling fee.

SECTION 4. UTILITIES

Owner shall provide telephone service, water, electricity and gas, if necessary, for the operation of the pool and shall be solely responsible for the payment of all aforementioned services and utilities.

SECTION 5. POOL OPENING

AAA shall prepare the swimming pool for opening by completing the following basic services:

- A. Arrange required health and electrical inspections and provide payment for permits.
- B. Inspect the pool and plumbing and recommend any repairs.
- C. Check equipment and facilities to ascertain in good working condition.
- D. Install diving boards, ladders, and guard chairs. Report any defective anchors to Owner.
- E. Install Owner's chlorinator and/or chemical feed pump.
- F. Order, utilize and store necessary chemicals, if AAA is responsible for chemicals.
- G. Cooperate with any contractors in readying pool for operation.
- H. Have pool and bathhouse in operational condition before opening date barring any condition beyond AAA's control.
- I. From March 15, through, and including, June 15, AAA shall be expressly allowed to perform all necessary work and provide all necessary supplies to meet safety codes and to pass health and electrical inspections. Additionally, AAA shall stand necessary inspections for all regulatory agencies and obtain certificates and permits as required.
- J. AAA assumes the pool was maintained during the fall, winter and spring months. AAA will activate the pool, shock the pool once, vacuum twice and clean the skimmers. Any additional cleaning shall be identified and the Owner shall be notified of any additional cost. Please NOTE: A drain and clean price is **NOT** included in this contract. Drain and cleans will be at an additional cost and AAA shall advise the Owner prior to commencement.

SECTION 6. POOL MAINTENANCE

AAA shall be responsible daily for the following maintenance:

- A. Inspect equipment to insure in proper operating condition.
- B. Determine water purity is in conformity with health standards.
- C. Maintain records required by the local health department.
- D. Determine AAA and Owner agreed upon pool regulations are being followed.
- E. Clean restrooms, bathhouses and office. Replenish paper supplies.
- F. Vacuum and clean pool one (1) hour prior to daily opening.
- G. General cleaning of surrounding pool area.

SECTION 7. CHEMICALS

AAA shall supply all necessary chemicals needed to meet health department regulations. AAA shall balance alkaline and calcium hardness three times a season.

SECTION 8. REPAIRS

Routine minor repairs to the equipment shall be considered part of the basic maintenance service. Routine is defined as tasks that AAA's on-site lifeguard staff can perform and complete in less than one-half hour with tools or equipment normally available at the pool site. AAA shall advise Owner of recommended repairs beyond the basic maintenance services. AAA shall have the authority to complete any repair that might interfere with the timely opening or continued operation of the pool at service rates of \$120.00 per hour plus materials. AAA shall make all reasonable efforts to notify Owner of the necessary work, however, time restraints may dictate that Owner be notified after the completion of the work. AAA shall be held harmless and not responsible for any damage sustained as a result of the pool being empty of water.

SECTION 9. EMERGENCY CLOSING OF POOL

The Owner and/or AAA may close the pool at any time due to inclement weather, breakdown of equipment, or for other causes outside Owner or AAA's control. AAA may reduce staff or pool operation hours at its discretion due to inclement weather. It is AAA's policy to close pools upon issuance of excessive heat warnings, tropical storm warnings, tornado warnings, or hurricane watches. Any preparation before, or clean up after, an unusually harsh storm shall be at additional cost. AAA shall not be held responsible for damage as a result of storms or other causes outside its control unless the damage is a result of AAA's negligence. Owner must notify AAA, in writing, of such negligence damage within 10 days of occurrence of damage.

SECTION 10. CLOSING AND WINTERIZATION OF POOL

AAA shall perform the following to close and winterize the pool.

- A. Prepare an accurate inventory of equipment and supplies to be stored on pool premises.
- B. Drain and lubricate all pumps as required.
- C. Store diving boards, ladders and guard chairs.
- D. Uncover and drain strainer and chemical feeders.
- E. Drain and store hoses.
- F. Drain all re-circulating and vacuum lines.
- G. Inspect equipment, machinery and pool plumbing.
- H. Backwash and drain filters.
- I. Drain all bathhouse fixtures.
- J. Drain drinking fountains.
- K. Clean and remove all skimmer baskets.
- L. Store testing and first aid equipment.
- M. Clean and store chlorinator.
- N. Open to ¼ maximum all required valves.
- O. Install Owner furnished winterizing equipment.
- P. Notify Owner upon completion of pool closing and recommend necessary repairs.
- Q. AAA bears no responsibility for winter freeze damage or excess water or electrical consumption after the earlier of completion of pool closing or November 15.

SECTION 11. LIABILITY INSURANCE WAIVER

- A. AAA shall provide Certificate of Insurance on request, indicating coverage amounts for general liability and Workman's Compensation.
- B. Owner shall maintain general liability insurance on the pool facility to be in full force throughout the term of this Agreement.
- C. Owner hereby releases and agrees to save AAA harmless from any loss, injury, or damage to any person or property sustained as a result of use of the swimming pool, mechanical failure or damage to the swimming pool due to faulty construction or defective workmanship, or due to Owner's failure to maintain the swimming pool and related facilities up to the standards of OSHA as set forth by the federal and state agencies, except where caused by the negligence of AAA or its agents or employees.
- D. Owner hereby waives the right of subrogation because of injury to any of Owner's employees arising out of the offering of assistance by Owner's employees to AAA or any of its agents or employees.
- E. AAA reserves the right to assign this Agreement, as AAA deems necessary, with thirty (30) days written notice.

SECTION 12. WORKMAN'S COMPENSATION INSURANCE

- A. AAA shall obtain and pay for Workman's Compensation Insurance.
- B. AAA shall be responsible for filing accident reports with its workman's compensation insurance carrier.

SECTION 13. ADDITIONAL OPERATIONAL SERVICES

- A. Owner shall furnish all cleaning equipment, to include but not limited to, hoses, mops, brushes, brooms, buckets, etc.
- B. Owner shall furnish all locks and keys. Owner may request AAA provide the locks and keys at the Owner's expense.
- C. AAA reserves the right to solicit for employees on-site with a placard not to exceed two foot by three foot.

SECTION 14. TITLES TO SECTIONS HEREIN ARE FOR CONVENIENCE ONLY AND SHALL NOT AFFECT OR LIMIT ANY PROVISION OF THIS AGREEMENT.

SECTION 15. OTHER PROVISIONS

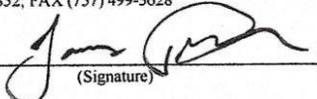
- A. AAA reserves the right to reduce Hours/Staff after August 15 to an "as needed" basis due to low patron usage, lifeguard shortages and/or secondary/post-secondary school schedule changes, subject to Owner notification.
- B. AAA will furnish normal supervisory support (i.e. "on call supervisor") until 9 PM, operational hours after this time will require Owner to provide a designated pool committee member or Security service telephone number to enter in AAA pool operation log to handle patron problems after this time.
- C. Owner acknowledges that any lifeguard(s) hired by the Owner or others Authorized by the Owner for after hour parties or events are expressly not AAA employees and fall under the Owner's Liability and Workman's Compensation Insurance. Additional lifeguards staffed by AAA shall be billed to Owner at rates determined annually. Events before June 20 or after August 15 are subject to lifeguard availability.
- D. Either AAA or Owner may terminate this contract by written notice, delivered 30 days in advance via certified mail.

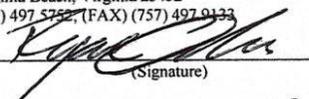
IN WITNESS WHEREOF, this Agreement shall be in full force and effect from the date the duly authorized officers and/or agents of the contracting parties present themselves and sign said Agreement. Signing parties acknowledge and agree to the terms and conditions as set forth herewith in this Agreement, together with any attachments or addendums.

AAA shall not be bound hereunder if this Agreement is not signed and returned to AAA by the Owner/Agent of **Cheshire Forest Homeowners Association** on or before December 1, 2025.

AAA POOL SERVICE, INC.
4856 Haygood Road, Suite 103
Virginia Beach, Virginia 23455
(757) 499-5852; FAX (757) 499-3628

Cheshire Forest Homeowners Association
c/o United Property Associates
300 Bendix Rd, Suite 300
Virginia Beach, Virginia 23452
(757) 497-5752; (FAX) (757) 497-0133

By:  8.12.25
(Signature) Date
J DURFEE VP
(Please Print Name and Title)

By:  11/01/25
(Signature) Date
RYAN PETERSON, VP
(Please Print Name and Title)

AAA IS NOT RESPONSIBLE FOR ANY DAMAGE TO THE POOL AS A RESULT OF HIGH GROUND WATER OR HYDROSTATIC PRESSURE

Cheshire Forest Homeowners Association
2026 Management Agreement Guard Schedule Attachment

		BEGIN	END	#GUARDS	
Daily SCH #1	May 23 - September 13	10:00 AM	11:00 AM	2	Cleaning
	Saturday, Sunday, Holiday	11:00 AM	8:00 PM	2	Open
Daily SCH #2	May 23 - September 7	10:00 AM	11:00 AM	2	Cleaning
	Monday - Friday	11:00 AM	8:00 PM	2	Open
Daily SCH #3	May 22 and September 11	10:00 AM	11:00 AM	2	Cleaning
	Friday	11:00 AM	8:00 PM	2	Open

Cheshire Forest Homeowners Association
2027 Management Agreement Guard Schedule Attachment

		BEGIN	END	#GUARDS	
Daily SCH #1	May 29 -September 12	10:00 AM	11:00 AM	2	Cleaning
	Saturday, Sunday, Holiday	11:00 AM	8:00 PM	2	Open
Daily SCH #2	May 29 - September 6	10:00 AM	11:00 AM	2	Cleaning
	Monday - Friday	11:00 AM	8:00 PM	2	Open
Daily SCH #3	May 28 and September 10	10:00 AM	11:00 AM	2	Cleaning
	Friday	11:00 AM	8:00 PM	2	Open

Cheshire Forest Homeowners Association
 2028 Management Agreement Guard Schedule Attachment

		BEGIN	END	#GUARDS	
Daily SCH #1	May 27 - September 10	10:00 AM	11:00 AM	2	Cleaning
	Saturday, Sunday, Holiday	11:00 AM	8:00 PM	2	Open
Daily SCH #2	May 27 - September 4	10:00 AM	11:00 AM	2	Cleaning
	Monday - Friday	11:00 AM	8:00 PM	2	Open
Daily SCH #3	May 26 and September 8	10:00 AM	11:00 AM	2	Cleaning
	Friday	11:00 AM	8:00 PM	2	Open



**Cheshire Forest Homeowners Association
Repair and Resurface Two Tennis Courts**

Submitted By:

River City Tennis, LLC

P.O. Box 26
Midlothian VA 23113

Mobile: (804) 296-8420

greg@rivercitytennisllc.com

CLASS A VA RECREATIONAL FACILITIES CONTRACTOR #2705171259

River City Tennis, LLC

P.O. Box 26
Midlothian VA 23113

Mobile: (804) 296-8420

greg@rivercitytennisllc.com

CLASS A VA RECREATIONAL FACILITIES CONTRACTOR #2705171259

Client (Owner)

Matt Graham
Cheshire Forest Homeowners Association
500 Cheshire Forest Drive
Chesapeake VA 23322

Mobile: (757) 560-5400

board@cheshireforest.org

Estimate

Job Name	Cheshire Forest Homeowners Association Repair and Resurface Two Tennis Courts
Job Number	592
Issue Date	September 17, 2025
Valid Until	October 17, 2025

Description

Repair and Resurface Two Tennis Courts

Project Location: 500 Cheshire Forest Drive Chesapeake, VA 23322

Private Notes

References:

Scott Mitchell, Director of Tennis at Kanawha Recreation Association
(804) 399-7003, scott.mitchell@krarva.org

Byron Balkin, Head Tennis Coach at Hampden-Sydney College
(608) 354-5654, bbalkin@hsc.edu

Jason Kinder, Director Tennis at North Hills Club
(407) 864-8869, jkinder@northhillsclub.com

Item **Amount**

Prepare Court Surface For Work

Remove debris from court surface.

Pressure wash entire court surface.

Trowel in small blemishes to prep for coatings.

Grind down approximately 4.5' of asphalt that has heaved due to root protrusion and patch.

Patch visible areas where "birdbaths" have developed, as defined by American Sports Builders Association.

Install RiteWay Crack Repair

Remove any old repairs that have failed and are no longer functioning. Install new stress mat over old repairs that are still holding but the acrylics have fracturing.

Item **Amount**

Clean out and fill approximately 375' of exposed cracks. Install RiteWay Crack Repair over cracks, extending repair beyond the cracks. RiteWay will be installed using a highly flexible Crack Repair Adhesive designed for fabric crack repairs.

Install a high tensile strength polyester membrane over small areas of surface fracturing.

Install Court Coating System

*Install two coats of Acrylic Resurfacer Flex over the entire surface area.
-Two coats of Acrylic Resurfacer Flex blends the repair better.*

*Install two coats of Color Flex Surfacing over the inner playing area and the outer apron.
-Client is to provide color choices 2-3 weeks in advance of surfacing going down.*

Install playing lines. Playing lines will consist of a Line Primer and Textured Line Paint. When blended lines are requested, the Client is to choose the color of the lines requested.

Lines to include two tennis courts and four pickleball courts.

Each product will be mixed according to manufacturers recommendation to achieve an ITF 3 rating. The Client can request us to adjust the mix to match the desired speed of play.

Clean Up Site

River City Tennis, LLC will clean up site and return it to form as best we can. If the Client has an onsite dumpster, RCT requests permission to dispose of waste in the dumpster. RCT will need an area close to the court to wash product containers and equipment used to complete the project.

Price	\$24,600.00
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Terms

TERMS AND CONDITIONS

ALL PROPOSALS AND CONTRACTS WITH RIVER CITY TENNIS, LLC ("Contractor") EXPRESSLY INCORPORATE BY REFERENCE THESE TERMS AND CONDITIONS:

Article I: Scope of Work

- A. Scope of Work Listed in Proposal
- B. Contractor agrees to furnish the necessary labor, materials, and work to complete the Project and Owner agrees to pay for the same subject to the terms and conditions described herein and Contractor's Standard Terms and Conditions, incorporated herein by reference.

Article II: Schedule of Work

- A. Schedule of Work.
After the full execution of this Contract and payment of the initial deposit, if any is required, the Project will be scheduled. Owner's failure to timely obtain all necessary approvals and make material selections may cause delays and Contractor reserves the right to postpone the Project until approvals and/or selections made.
- B. Inclement weather and unforeseen conditions. The Parties acknowledge that inclement weather, unforeseen site conditions, and other matters beyond Contractor's control may result in delays in the Project or require the Parties to extend or amend the schedule of work for the Project.

Article III: Payment

FOR THE PROJECT, OWNER AGREES TO PAY CONTRACTOR THE TOTAL SUM ON THE FOLLOWING SCHEDULE:

Payment terms are:

25% down prior to mobilization (unless otherwise agreed upon)
75% due upon completion of project

Contractor shall provide Owner with notification of the Project's completion, and final payment for the Project, including payment for any Change Orders, shall be made no later than five (5) days after Owner is notified that the Project has been completed.

Article IV – Termination & Default

A. Termination by Owner. In the event that Contractor fails to comply with the terms of this Contract to a substantial degree, Owner shall provide notice to Contractor in writing that Contractor is in default of its contractual obligations and setting forth the reasons for default. Contractor shall have ten (10) business days to correct or otherwise address the matters set forth in the default notice. If Contractor fails to correct the default with ten (10) business days of its receipt of the written notice of default, Owner may elect to terminate this Contract by given written notice of the same to Contractor. In the event of such a termination, Owner shall pay Contractor, without discount or deduction, for the value of all Work performed prior to the date of the termination.

B. Termination by Contractor. In the event that Owner fails to comply with the terms of this Contractor, including Owners's payment obligations, or Owner becomes insolvent or files bankruptcy, Contractor may elect to terminate this Contract by given written notice of the same to Owner. Contractor may also elect to stop work or suspend performance of the Work to provide Owner an opportunity to cure the default relating to non-payment. In the event the work is stopped or suspended in this manner, Owner shall have the sole responsibility to monitor and manage the safety and condition of the premises. In the event of default by Owner, Contractor shall be entitled to be paid for the value of all Work performed to the date of the termination in addition to all direct and consequential damages resulting therefrom, including overhead, lost profits, and attorneys' fees. No delay or failure by Contractor to exercise any right hereunder and no partial exercise of any such right shall constitute a waiver of that or any other right unless otherwise provided herein.

Article V: Miscellaneous Provisions

This Contract, including the Terms and Conditions which are incorporated herein by reference, constitute the entire agreement between the parties relating to the subject matter hereof and supersedes all prior oral and written proposals, contracts, understandings or agreements between the Parties relating to the Project. This Contract may not be amended or terminated except by a writing executed by all of the parties hereto. The Parties acknowledge that they have carefully read and fully understand the meaning and intent of this Contract, they are competent to execute it, and they have had the opportunity to review this Contract with an attorney prior to signing it. This Contract shall be deemed to have been jointly drafted by the Parties and shall not be interpreted or construed against a Party because that Party actually drafted the Contract or any provision herein. The Contract and any Change Orders may be executed in counterparts or by facsimile/pdf, all of which shall be deemed to be an original and together shall constitute one and the same instrument.

Article VI – Special Provisions

RITEWAY CRACK REPAIR COMES WITH A TWO YEAR MANUFACTURERS WARRANTY. RIVER CITY TENNIS, LLC OFFERS A ONE YEAR WORKMANSHIP WARRANTY TO FOLLOW THE PRODUCTS WARRANTY. OUR WARRANTY COVERS THE INSTALLATION OF THE PRODUCT. RITEWAY IS A PRODUCT DESIGNED TO HELP EXTEND THE LIFE OF COURTS WHERE THE ASPHALT HAS BEGUN TO FAIL BY PROTECTING THE SURFACE OF THE CRACK. UNDERLYING ISSUES ARE NOT COVERED IN THE WARRANTY. FLEX CRACKING IN THE ACRYLICS OUTLINING THE REPAIR MAY APPEAR. THIS IS NOT STRUCTURAL AND DOES NOT AFFECT PLAY. STRUCTURAL CRACKS THAT DEVELOP ALONG THE SAME LINE AS THE RITEWAY REPAIR ARE NOT COVERED UNDER WARRANTY. NEW STRUCTURAL CRACKS THAT DEVELOP ARE NOT COVERED UNDER THE WARRANTY.

RIVER CITY TENNIS, LLC WILL ATTEMPT TO PATCH RECOGNIZABLE BIRDBATHS. RCT WILL NOT GUARANTEE AGAINST ANY STANDING WATER. OUR GOAL IS TO IMPROVE WATER ISSUES ON OLDER COURTS WHERE SETTLING HAS OCCURRED.

Crack Repair pricing is based off a site visit prior to the courts being pressure washed. If pressure washing reveals extra cracking that requires RiteWay Crack Repair, RCT will notify the Client prior to moving forward with the project. The two parties will discuss a plan to move forward with. RCT reserves the right to submit a change order for the extra costs to repair the newly exposed cracks.

River City Tennis will install RITEWAY crack repair using flexible acrylics. This should help with minor flex cracking that can occur with fabric repairs. If the asphalt is expanding and contracting at a great rate, this will likely not be the case.

Tennis court is to be clear of any obstacles that could prevent work from starting.

It is the Clients responsibility to keep the courts clear of traffic during the project duration.

An accessible water source is necessary for RCT to use throughout the project. Water will be used for mixing materials and cleaning up tools and material containers.

An on-site washout area is to be provided to RCT.

River City Tennis, LLC will mix the coatings according to manufacturers recommendations to achieve ITF 3 ratings. The Client can request us to adjust the mix to match the desired speed of play.

Price excludes permits and fees, undercuts and undercut refills, geotechnical and material testing, chemical or mechanical drying of onsite soils, utility conflicts not shown on plans, rock excavation, rock blasting, rock breaking, bringing in good soil if onsite soils aren't suitable for construction, dewatering(except from rain), and well pointing

Price based off RCT supplying all labor and materials for the project.

Prices are based off current vendor and subcontractor pricing. If our vendors and subcontractors increase pricing prior to the start of the project, River City Tennis, LLC will execute a change order with the Client to reflect the updated pricing. RIVER CITY TENNIS, LLC WILL HOLD THIS PRICE FOR 30 DAYS.

RCT expects to have full access to the space upon mobilization. RCT will communicate ideal conditions.

Private utility marking or repair of damaged unmarked private utilities excluded.

IF WEATHER CONDITIONS INTERFERE WITH THE SUCCESSFUL PROGRESS AND COMPLETION OF ONGOING PROJECTS OR THIS PROJECT, PROJECT TIMELINE MAY BE DELAYED AND EXTENDED. IF NECESSARY, RIVER CITY TENNIS LLC WILL DISCUSS ANY CHANGES WITH THE CLIENT.

This Proposal contains confidential information belonging to the Contractor, which is legally privileged. The information is intended only for the use of the Purchaser, individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this Proposal is strictly prohibited. If you have received this Proposal in error, please immediately notify us by telephone and/or email to arrange for the return of the original documents to us.

1. SCOPE OF WORK. The Scope of Work is defined by that stated in any Proposal (the "Work").

2. PAYMENT. Owner, as defined in any Proposal, agrees to pay Contractor for the performance of the Work the sum(s) set forth in any Proposal in accordance with the due dates and payment schedule set forth in any Proposal, subject to additions and deductions for changes agreed upon pursuant to Paragraph 3 below. If a Proposal does not specify a due date or payment schedule, Owner shall pay Contractor all sums due upon substantial completion of the Work. Late payments by Owner will be subject to interest of 1.5% per month from the due date until paid. A late fee of \$25.00 per month shall be assessed for any payments not made in a timely manner. Contractor shall be entitled to charge \$50.00 or the maximum permitted by law for any checks returned for insufficient funds or a stop payment.

3. CHANGES. Contractor and Owner expressly agree that no changes to the Work will be made, nor extra work performed, nor changes made in the quality, quantity of materials furnished, or estimated completion date unless such change is mutually agreed to in writing between Contractor and Owner ("Change Order"). An Owner requested Change Order should be directed immediately to Contractor for approval. A Contractor requested Change Order due to unforeseen or hidden site conditions or other unanticipated changes in the Work shall be immediately directed to Owner. In no event shall Contractor be required to purchase materials or begin labor on any changed work until such time as Contractor and Owner execute a written Change Order setting forth the change in scope of work, change in time of completion, and change in contract price.

4. PROSECUTION OF WORK; DELAYS.

(a) Contractor shall furnish all labor, supervision, tools, equipment, materials and supplies necessary for the performance of the Work in a proper, efficient and workmanlike manner. In its performance of the Work, Contractor will comply with all applicable local requirements for building permits, inspections, and zoning. For repair jobs, Owner understands and agrees that Contractor does not guarantee that the Work will completely repair defects in the court. Court deterioration is expected in time due to natural elements and man-made materials. Repair work is an attempt to prolong the life expectancy of the court. Any materials that are to be furnished by Owner shall be furnished in sufficient time to enable the Contractor to perform and complete its work within the time or times provided for in any Proposal. Owner delays could impact project start date and completion due to Contractor's schedule of work. Owner understands and agrees that Contractor requires access to the courts and a sufficient supply of water to perform the Work and Owner agrees to provide the same. Owner agrees to keep the tennis court and work site closed and prevent people and animals from accessing the tennis court until the Work is completed.

(b) Contractor shall not be responsible for any delays in the performance of the Work due to weather, force majeure, strike, failure in issuance of necessary permits, acts of negligence or omission of Owner, failure of Owner to make payments when due, acts of subcontractors, inability to obtain materials through recognized channels, or other causes beyond the control of Contractor. Delays caused by such events do not constitute abandonment and are not included in calculating time frames for performance. If Contractor's performance of the Work is delayed, disrupted or interfered for the foregoing reasons, Contractor may request an extension of the time for performance of the Work as well as any reasonable compensation for the delay, to be set forth in a written Change Order pursuant to Paragraph 3.

5. RIGHT TO STOP WORK. Contractor shall have the right to stop work if any payment properly due and owing is withheld by the Owner. This remedy is in addition to any other rights or remedies that Contractor may have. Failure to make payments when due is a material breach of this agreement. Owner acknowledges that the additional costs for the delay in stopping and starting shall be treated as extra work.

6. GOVERNING LAW;DISPUTE RESOLUTION. Any Proposal shall be governed by the laws of the Commonwealth of Virginia. Contractor and Owner agree that any and all disputes arising under or relating to any Proposal or the Work shall be resolved by mediation or arbitration according to the Construction Industry rules of the American Arbitration Association or by an action in the County of Henrico, Virginia Circuit Court or General District Court and the parties consent to and waive any objection to venue in that jurisdiction. Should Contractor employ an attorney to institute suit, demand mediation or arbitration, or otherwise enforce the terms of any Proposal, to defend against any suit or other claim brought by Owner, or to collect damages for any breach of the terms of any Proposal, Contractor shall be entitled to recover its reasonable attorneys' fees, costs, expenses, expert witness/consultant fees, and expenses expended or incurred therein in addition to compensatory damages and other relief. Reasonable attorneys' fees are defined as (i) one-third of the principle amount due or (ii) the customary hourly charges of Contractor's attorney, whichever is greater. The parties expressly waive their rights to trial by jury.

7. INDEMNIFICATION. Owner expressly agrees to indemnify and hold harmless Contractor from any and all claims, suits or liabilities, including attorneys' fees, for injuries, including death, to third parties or damage to their property and from all other claims, suits or liabilities arising out of the performance of the Work or in any way occasioned in whole or in part by any act or omission of the Contractor, its subcontractors, and/or any of their officers, agents, employees, servants, representatives, and any other persons directly or indirectly engaged by them.

8. NOTICES. All notices required under any Proposal shall be sent via certified mail, return receipt requested or by hand delivery, to the parties at the addresses set forth in the Proposal. Notice to the Owner may also be given to the address where the Work is performed. Verbal notification to Contractor will not satisfy the notice requirements herein.

9. HAZARDOUS WASTE. Hazardous Waste is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal and/or clean-up. Unless the Proposal specifically calls for the removal, disturbance, or transportation of asbestos or other hazardous substances, the parties acknowledge that such work requires special procedures, precautions, and/or licenses. Therefore, unless the Proposal calls for the same, Contractor shall not be obligated to commence or continue work until any Hazardous Material discovered at Project site has been removed, properly abated, and approved by the appropriate government agency. If Contractor encounters such substances during the course of the Work, Contractor shall immediately stop work and allow the Owner to obtain duly qualified hazardous material contractors to perform the work or Contractor may perform the work upon Owner's consent. Any such work performed or subcontracted by Contractor

work will be treated as extra work and subject to Paragraph 3 hereof.

10. MISCELLANEOUS PROVISIONS.

(a) Any Proposal and these Terms and Conditions contain the entire understanding of the parties. Any oral agreements, prior proposals, contracts, understandings or agreements are hereby superseded by the Proposal and these Terms and Conditions. A Proposal may only be amended by an instrument in writing executed by the parties hereto. In the event one or more of the provisions of this Contract or any application thereof shall be invalid, unenforceable, or illegal, the validity, enforceability and legality of the remaining provisions shall not in any way be impaired thereby. The Proposal and any Change Orders may be executed in counterparts or by facsimile/pdf, all of which shall be deemed to be an original and together shall constitute one and the same instrument.

(b) Any Proposal shall be for the sole benefit of the Owner and Contractor. No other entity or individual shall be deemed to be a beneficiary of any Proposal.

(c) Contractor may subcontract portions of the Work to properly licensed and qualified subcontractors.

(d) By executing the Proposal, Owner authorizes and releases Contractor to take photographs of the subject property and the Work for use in marketing, social media or other advertising materials.

(e) In the performance of the Work, each party to any Proposal shall, at no additional cost to the other, comply with all applicable safety laws, rules and regulations of any nature whatsoever whether federal, state, municipal, or otherwise. In addition, each party shall indemnify the other and save the other harmless from any and all losses and expenses (including, but not limited to, attorneys' fees and any fines, penalties, or corrective measures imposed on the other party), arising out of or occasioned in any way by the failure of a party, or any of its officers, agents, employees, or servants, or any subcontractors or other persons directly or indirectly engaged by that party in the performance of the Work, to comply with any such safety laws, rules, and regulations.

(f) A contract between Contractor and Owner shall become a binding contract once executed by all parties. Owner may cancel a contract within 48 (forty-eight) hours after signing provided the work has not begun by giving written notice of cancellation to Contractor.

(g) As required by the Virginia Department of Occupational Regulation, Owner is advised of the existence of the Virginia Contractor Transaction Recovery Fund. The Board of Contractors can be contacted at Recovery Fund Office, DPOR, 9960 Mayland Drive, Suite 400, Richmond, VA 23233, telephone (804) 367-1559.

_____ Date _____

Greg Rennolds
River City Tennis, LLC

 Date 10/25

~~Matt Graham~~ RYAN ORBEN
Cheshire Forest Homeowners Association