

**Facility Use License Agreement
Lawrence Parks and Recreation Aquatics**

For the Year 2010 – January 1 through December 31

This agreement made, this ____ day of July, 2010, by and between the City of Lawrence, Kansas, a municipal corporation, hereinafter referred to as "the City" and Ad Astra Area Aquatics, Incorporated a Kansas not for profit corporation organized under the laws of the state of Kansas, hereinafter referred to as AAAA.

License. The City grants to AAAA a license to use, subject to the terms of this agreement, the City's Indoor Aquatic Center for its program practices. AAAA shall execute separate agreements with the City for use of the City's swimming facilities for swimming meets, new swimmer clinics, solicitations, advertisement, recruiting and inter-squad meets. Subject to the City's budgetary limits, the City will provide the swimming facilities, including locker rooms, restrooms, and swimming pools. Said facilities shall meet the agreed upon standards for safety and usability. The City shall provide maintenance of said facilities, including water treatment, janitorial services and other maintenance, as determined by the City. The City shall provide existing electrical services for their equipment, storage space, if available, as set forth below.

Term. The term of this license shall be through December 31, 2010.

Use. The use of the licensed premises by AAAA shall be restricted to the following purposes: to provide a competitive swim program for Lawrence area youth; to solicit participants for the swim program, to hold introductory clinics for the program, and to make the program available to interested persons regardless of race, religion, sex, national origin, age, ancestry, sexual orientation, disability, or skill levels, recognizing that minimum skill levels and age classifications are required for competitive swimming.

Condition of Premises. AAAA, by its execution of this agreement and its use of the premises, acknowledges that the licensed premises are in good condition and satisfactory for AAAA's use.

Duty to Coordinate Scheduled Use. AAAA shall coordinate and schedule all practices, clinics, advertisement, solicitations, recruiting and swim meets with the City's Parks & Recreation Department, Aquatics Division. AAAA acknowledges the availability of the swimming pools below. **AAAA understands and agrees that lightning immediately suspends all swimming activities at all City swimming facilities.**

It is understood that the waterslides and slide pool, floating and/or anchored features, zero depth, and diving boards shall be CLOSED during practices and swim meets unless scheduled in advance.

The Lawrence Indoor Aquatic Center

The Lawrence Indoor Aquatic Center will be available on a limited basis Monday through Friday and some Saturdays. The building, including locker facilities, will open at 5:00 a.m. weekdays. Water space is available at 5:15 a.m., through regular closing hours.

Weekend and holiday hours during regular business hours may be arranged with Parks and Recreation personnel. The Indoor Aquatic Center reserves the right to schedule competitive swimming events that may suspend or delay regular scheduled practices of any group, including AAAA. Pool space is limited and lane use requests will be adjusted to accommodate various groups at the City's sole discretion.

Fees. 2010 fees for the Lawrence Indoor Aquatic Center for practice activities shall be at a rate of \$60/hour for eight, 25-yard lanes; 4, 50-meter lanes, or comparable space. AAAA agrees to timely pay for the practice rental payments upon billing by the City.

Insurance. AAAA shall have and maintain during the term of this license agreement, insurance in a minimum amount of \$1,000,000 combined single limits for property damage and bodily injury. The City of Lawrence, Kansas shall be named as an additional insured. A copy of the insurance certificate must accompany contract.

AAAA Operation Responsibilities.

1. AAAA shall operate its practices, meets, and events in the City's facilities with the utmost care for the health and welfare of its program participants and invitees.
2. AAAA shall provide all personnel for its program including qualified and certified coaches and officials.
3. AAAA shall comply with all City rules and regulations regarding use of the facilities and shall comply with the provisions of this License Agreement.
4. AAAA shall perform daily safety checks of all equipment and facilities. If the facilities or equipment are unsafe or pose a risk of injury to persons or property, AAAA shall immediately notify the City's Parks and Recreation Department, Aquatics Division staff.
5. AAAA shall assist in the cleaning and supervision of the pools and bathhouses or locker rooms during practices and meets.
6. AAAA shall be responsible for the supervision; security and welfare of the public who they choose to permit access during those times that they are using the aquatic center. (Examples: parents, siblings, and event spectators)

Hold Harmless. AAAA, their successors and assigns, shall at all times save and hold harmless the City of Lawrence, Kansas, its elected officials, and employees from all liability, costs, damages, and expenses of any kind for injury to any person, death of any person, or damage to property of any kind from any cause that occurs on the licensed premises during the term of this license. AAAA shall indemnify the City, its elected officials and employees against all liability, including legal and attorney's fees, resulting from any injury, death, or damage described in this section.

Agreement Non-transferable. This agreement is non-transferable.

Termination. This License Agreement may be terminated by either party by providing a thirty-day written notice to the other Party. Notwithstanding the foregoing sentence, the City reserves the right to terminate the permission granted by this License Agreement at any time if AAAA fails to comply with or abide by each and all of the provisions of this Agreement, or if the continued use of the Licensed premises by AAAA presents a health or safety hazard.

Authorization. Each of the persons executing this Agreement on behalf of the respective Parties represents and warrants that they have the authority to bind the Party on behalf of whom they

sign this Agreement, and that all acts requisite to the authorization to enter into this Agreement have been taken and completed.

Severability. If any term of this License Agreement is found to be void or invalid, such severability shall not affect the remaining terms of this License Agreement, which shall continue in full force and effect.

Governing Law. This License Agreement shall be construed and enforced in accordance with, and governed by, the law of the State of Kansas.

President,
Ad Astra Area Aquatics, Inc.

Date

David L. Corliss
City Manager
City of Lawrence, Kansas

Date