

Agreement between
Sequim School District No. 323

And

Sequim YMCA

This agreement is entered into this _____ day of _____ 2016, by and between the SEQUIM SCHOOL DISTRICT No. 323, a Washington Municipal Corporation ("SCHOOL DISTRICT") and Sequim YMCA ("YMCA"), a branch of the Olympic Peninsula YMCA.

For and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

Sequim YMCA hereby agrees to furnish use of the following-prescribed portions of its facility located at 610 N. Fifth Avenue, Sequim, WA to the SCHOOL DISTRICT for use by a school sponsored swim team, for the times specified, within the general time frame between August 22nd, 2016 and November 12th, 2016.

1. The following facilities and times shall be made available:
 - A. Swimming lanes shall be provided per Addendum 1. School District Swim Team will be admitted to YMCA no earlier than 15 minutes before the scheduled practice time or an admission fee may be charged. Lane lines may not be moved until 3:00pm or additional time will be charged to School District. Swim Team members are responsible for moving lanes, subject to the direction of the on-duty supervisor.
 - B. The diving area will be available per Addendum 1. During no school days, early release days, and holidays the diving area will be scheduled as determined by YMCA.
 - C. School District is responsible for maintenance, inspection, and installation of the starting blocks, subject to the oversight of YMCA executive director.
 - D. Lane and diving area for **swim meets** to be held on the following dates: October 13th, October 18th, October 20th.

Swim team participants will be admitted to YMCA no earlier than 30 minutes prior to the scheduled practice times. The diving blocks may be set up anytime during the day of the meet by the school district. Additional set up such as chairs, tables, etc., may not begin before 2:30pm. Timers, judges, etc. will not be permitted on desk until 2:45pm. School District shall be responsible for set up and take down of all equipment used for conduction of swim meets, including, without limitation, blocks, timers, tables, chairs and flags. If the School District fails to take down equipment, YMCA will do so at its expense and charge School District for two times the actual cost of take down.

- E. All coaches, volunteers, judges, and others associated with swim practice or any swim meet must wear appropriate pool attire (shorts/t-shirts or polo shirts-no jeans) and clean deck appropriate shoes. Street shoes are prohibited.
- F. Swim team may practice at YMCA outside of hours provided in Addendum 1, upon written request from the School District and written approval from YMCA. The School District shall be charged \$100.00/hour for time used outside of Addendum 1.
- G. School District shall provide the name and contact information for all coaches and approved chaperones before September 15th, 2016. School district shall also provide the name of each swimmer on or before September 15th, 2016. The roster shall be updated in a timely manner as team members add or drop.
- H. Swim team members may not use any other parts of the facility, including but not limited to the hydrotherapy pool and saunas, before or after practice, unless they are YMCA members.

2. Students and coaches may use YMCA lock room and shower rooms when engaged in activities related to the above-referenced swim team activities. A coach or other same gender chaperone shall remain on site and/or in locker room to supervise swim team members until they leave.
3. Availability of locker rooms and showers are subject to facility closures. YMCA will make every attempt to notify School District in advance of any changes
4. All usage of YMCA facilities shall be subject to YMCA rules and regulations as now enacted or hereafter amended.
5. School District shall provide a coach with a current swim coach certification to be present on the pool deck during all practice and meet times.
6.
 - A. For the facility usage described in this Agreement, School District shall pay YMCA \$12.50/hr/lane and \$18.75/hr for dive time. Any change in the number of lanes must be made in writing by the school district a minimum of two weeks prior to scheduled practice or the school district will be charged for the previous number of lanes reserved (Addendum 1).
 - B. Swim meets will be charged at \$150.00/hr for a reserved time frame from 2:45pm-5:15pm for each scheduled meet and for any additional time after 5:15pm. Swim meet cancellations will be charged a minimum fee of \$150.00 per cancellation if YMCA is not notified in writing a minimum of 24 hours in advance of cancellation.
 - C. YMCA will issue an invoice to School District for time used and for meets monthly to be paid in full within thirty days of invoice. In the event that any sales or other taxes shall be due as a result of the services provided by YMCA to the School District pursuant to this agreement, the School District shall be liable for all such taxes, and shall save and hold YMCA harmless from all costs associated with the payment of such taxes that may be applicable to their activities.
7. The School District shall at all times indemnify and hold harmless YMCA, its officers, employees, and volunteers, from any and all claims, injuries, damages or losses, including attorney's fees, arising out of, or in connection with School District's usage of YMCA facilities. The School District shall assume full responsibility to respond to any and all emergencies associated with their activities and have adequately trained staff and first aid supplies on site to do so. School District swim team coaches shall immediately notify YMCA staff in the event of any injury or possible injury to any swimmer. YMCA will render assistance as requested.
8. School District shall provide to YMCA proof of insurance, with combined single limits of at least One Million Dollars (\$1,000,000.00) for any liability which the School District may incur because of its use of YMCA facilities. Such proof of insurance shall be in a form acceptable to counsel for YMCA, and shall be submitted to YMCA for review no later than Ten (10) days after the agreement is signed.
9. School district expressly assumes all risks associated with use of starting blocks and competitive dives. The indemnity provision of this agreement fully applies to starting block and competitive diving by the school district.
10. YMCA assumes no responsibility for supervision of students engaged in swim team activities. School District will be fully responsible for providing all necessary supervision and coaching for the swim

team and diving program. Failure of the school district to provide adequate supervision and/or to abide by YMCA rules and regulations shall be grounds for immediate termination of this agreement by YMCA.

11. In the event of litigation to enforce the terms of this agreement, the successful party in litigation shall be entitled to an award of reasonable attorney's fees, expert witness fees, and other costs incurred in such litigation.
12. The School District has inspected the premises, and accepts the premises and facilities in the condition in which they existed on the commencement date of this agreement.
13. This agreement may be terminated by either party if, after thirty (30) days' notice of a breach of any of the terms of the agreement to the party in breach, that party has failed to correct the breach.

SEQUIM SCHOOL DISTRICT No. 323

By: _____

Superintendent

Date

SEQUIM YMCA

By: _____

Executive Director

Date

Addendum 1

Girls Swim Team Schedule 2016

August 22nd-November 12th

Monday through Friday 3pm-5:15pm 5 lanes

Saturday 8am-10am 2 lanes

No use on:

Saturday September 3rd

Monday September 5th

Home Swim Meets:

Thursday October 13th

Tuesday October 18th

Thursday October 20th