

**SWIMMING POOL USE AGREEMENT BETWEEN THE
CITY OF COLUSA AND COLUSA SWIM BOOSTERS**

This swimming pool use agreement is made and entered into this 4th day of April 2023, by and between the CITY OF COLUSA (hereinafter referred to as "City") and the COLUSA SWIM BOOSTERS (hereinafter referred to as "BOOSTERS"), a non-profit program, for the use of the Colusa Municipal Swimming Pool located at 933 Parkhill Street, Colusa, California, 95932.

RECITALS

This Agreement is entered into with reference to the following facts:

1. WHEREAS, the City operates and maintains the Colusa Municipal Swimming Pool located at 933 Parkhill Street, Colusa, California, 95932, (hereinafter "the Pool") that contains facilities conducive to hosting and holding competitive and recreational swimming events; and
2. WHEREAS, the Boosters desire to use the Pool for training, practice and meets for its swimming team.

AGREEMENT

NOW, THEREFORE, in consideration of the above and the promises and agreements herein contained, the Parties agree as follows:

1. Use. The City agrees to allow the Boosters to use the Pool during the term of this Agreement on those dates and times agreed upon by the City and as set forth below. The dates and times may be changed with the mutual consent of both parties.
 - a) The Pool consists of a pool, office, restrooms, and storage area.
 - b) The seasonal schedules for swim meets and practices must be submitted to the City no later than May 31st of each year. Any changes to the schedule must be provided to the City at least 48 hours in advance and must be agreed upon by the City.
 - c) Booster coaches, staff, team members, and parents are not permitted to enter the facility more than 30 minutes prior to a scheduled practice.
2. Term. Subject to the terms and conditions of this Agreement, the use granted in Section 1 above shall commence on May 1st, 2023 ("Commencement Date") and shall continue until and expire on April 30th, 2028 ("Termination Date"). Either party to this Agreement may at any time terminate the Agreement without cause upon thirty (30) days advance written notice of such intent. This Agreement may be renewed before the Termination Date by mutual written agreement extending the terms of this Agreement that is signed by both Parties.

3. Damage to Pool. The Boosters shall be responsible and shall reimburse the City for the costs to repair any damage to the Pool, facilities, or equipment caused by any affiliate of the Boosters, including teams or clubs competing in meets hosted by the Boosters.
4. Compliance with Safety Procedures. The Boosters shall ensure that it follows all applicable safety procedures during its use of the Pool including, but not limited to, directly hiring and employing Red Cross certified coaches and/or lifeguards at the sole expense of the Boosters, providing safety equipment, and enforcing the occupancy of the Pool and the entire facility to not exceed the allowed number of persons during swim meets and practices, as set by the City. The Boosters will provide at least one coach fully and currently certified in American Red Cross Lifeguarding and/or coaching, CPR/First Aid on the swimming pool deck at all times during its use of the Pool.
5. Indemnity and Hold Harmless. To the fullest extent permitted by law, the Boosters shall and hereby agree to indemnify, defend and hold harmless the City and its officers, employees, agents, successors and assigns from and against any and all suits, claims, liabilities, damages, judgments, order, decrees, actions, proceedings, fines, penalties, damages, losses, costs and expenses, including but not limited to reasonable attorneys' fees, (collectively, "Claims") to the extent arising during the term of this Agreement and in any way relating to the Uses in Paragraph 1 or any other use of the Pool. The City will not be at any time or to any extent whatsoever liable, responsible or in any way accountable for any injury to or death of persons or loss, destructions, or damage to the property occurring in, on, or about the Pool facilities resulting from any use by the Boosters under this Agreement. The provisions of this Paragraph 5 shall survive the termination of this Agreement to the extent that any Claims arise or accrue with respect to the period from the Commencement Date to and through the Termination Date.
6. Insurance. The Boosters will at all times during the term of this Agreement maintain a policy of general liability insurance at their own expense to insure against all claims for injury or death of persons, or loss, destruction, or damage to property occurring in the facilities. The minimum coverage limit of the insurance policy shall be no less than Two Million Dollars (\$2,000,000) per occurrence. The policy must include the City of Colusa, its officers, employees, agents, successors and assigns as additional insureds. The Boosters must provide the City a copy of the proof of insurance, renewal notices, or notices of cancellation.
7. Entire Agreement. This Agreement is the entire agreement between the parties and supersedes all prior agreements between the parties with respect to the matter contained in this Agreement. Any waiver, modification, consent or acquiescence with respect to any provision of the Agreement shall be set forth in writing and duly executed by both parties. If any provision of this Agreement is held to be void or unenforceable, the remaining provisions shall continue in full force and effect.
8. Assignment. The Boosters shall have no right to assign, sublicense or otherwise transfer its rights hereunder for any purpose.

COLUSA SWIM BOOSTERS

Dated: April ____, 2023

Colusa Swim Boosters

CITY OF COLUSA

Dated: April ____, 2023

GREG PONCIANO, MAYOR