

USE AGREEMENT

This Use Agreement (the "Agreement") is entered into on this ___ day of _____, 2025, by and between the City of Dripping Springs, Texas, a Type-A General Law Municipality (the "City"), and Dripping Springs Tiger Splash Swim Team ("Tiger Splash"), a registered Texas non-profit organization.

WHEREAS, Tiger Splash is a registered Texas non-profit in good standing whose purpose is to provide the youth of Dripping Springs and surrounding areas swim programs that encourage confidence, positive self-esteem, and good sportsmanship; and

WHEREAS, Tiger Splash wishes to enter into a use agreement with the City to allow Tiger Splash to use Founders Memorial Park Pool ("Pool") for Tiger Splash practices and swim meets; and

WHEREAS, The City desires to aid Tiger Splash and, accordingly, agrees to allow Tiger Splash to use the Pool for their practices and swim meets.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and Tiger Splash agree as follows:

1. Duties of Tiger Splash.

- (a) Tiger Splash will collect all Swim Team Registration fees.
- (b) Tiger Splash will provide all equipment needed for Swim Meets including, but not limited to, timing systems, and will provide for set-up and take down.
- (c) Tiger Splash representatives may be called upon to assist aquatics staff to remove the pool covers prior to usage and replace the pool covers after each usage. Tiger Splash representatives shall timely comply with such requests.
- (d) Tiger Splash will, where practicable, designate a spectator area for families and guests. The designated location will be in an area that does not impede ingress or egress around the pool and through the facility.
- (e) Tiger Splash may hang one (1) canvas banner on the inside of the fence facing the Pool no cost. The banner must include the City of Dripping Springs provided logo and the design must be pre-approved by the City Administrator or designee.

2. Access to Facilities.

- (a) Tiger Splash shall have access to the Pool and have exclusive use of Founders Memorial Park Pavilion as outlined in Exhibit "A".

- (b) Tiger Splash is permitted to host social events outside the dates detailed in this Agreement. However, Tiger Splash must reserve amenities and pay the associated fees at the current Fee Schedule rates and terms.
- (c) No more than 150 people can be in the facility at one time including swimmers, spectators, and volunteers.
- (d) Tiger Splash may use the on-site storage shed at the Pool for storing swim meet items.
- (e) If there is an emergency such as inclement weather, public health emergency, or an unforeseen circumstance, the City may decide to close the Pool or limit access to the Pool on impacted days. If the pool is closed, the City will work with Tiger Splash to reschedule the canceled practice or swim meet date during the season barring that the pool space and staff is available.

3. Concessions.

- (a) Tiger Splash must not operate or allow the sale of concessions without the City's prior written approval, or as otherwise specifically authorized by this Agreement.
- (b) Tiger Splash may sell coffee and breakfast tacos on Swim Meet Days as outlined in Exhibit "A".
- (c) Concessionaires may be required to obtain a food handlers permit and shall comply with the City's Food Establishment Regulations (Chapter 10 Health and Sanitation, Article 10.02 Food Establishments, City of Dripping Springs Code of Ordinances).

4. Fees.

- (a) Total Facility Rental Fee including Additional Lifeguard fees due to the City of Dripping Springs is nineteen thousand and two hundred and thirty-eight dollars and seventy-five cents (\$19,238.75) as outlined in Exhibit "A".
- (b) The Total Facility Rental Fee set out in paragraph (a) is inclusive of a City Administrator approved 10% discount of rental fees due to non-profit status and service to community qualifications.
- (c) Costs for heating the Pool are covered by the facility rental fee.
- (d) Payment to the City shall occur in full by Friday, May 9, 2025.

5. City Obligations.

A minimum of 2 lifeguards will be present at every swim practice (provided that junior aquatic volunteers are present in the water during practice) and a minimum of 3 lifeguards at every swim meet or swim team party.

6. Insurance.

Tiger Splash will maintain its own liability insurance through Texas Amateur Athletic Federation (TAAF) and will name the City as an additional named insured and provide a copy of such policy prior to using the Pool under this Use Agreement.

- 7. Release.** The City assumes no responsibility for any property placed by Tiger Splash or any Tiger Splash member, agent, or guest, at the Pool or in the storage facilities or any part thereof, and the City is hereby expressly released and discharged from any and all liability for any loss, injury, or damage to persons or property that may be sustained by reason of the use of the Pool and related facilities under this Agreement.
- 8. As-Is.** Tiger Splash accepts the premises as-is. Tiger Splash may not change any part of the Pool or layout of its related facilities unless it receives prior written approval from the Aquatics Manager or the Parks and Community Services Director for the proposed changes.
- 9. Applicable Laws.** Tiger Splash will cooperate with the City to comply with all applicable laws (federal, state, and local), including ordinances of the City. Tiger Splash agrees to abide by and conform with all rules and regulations from time to time adopted or prescribed by the City for the government and management of the Pool.
- 10. Indemnification.** TIGER SPLASH AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS, SERVANTS, AND EMPLOYERS, FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES OR INJURIES TO PERSONS OR PROPERTY ARISING OUT OF OR INCIDENT TO THEIR USE OF, OR THE USE AND OCCUPANCY OF, THE POOL BY TIGER SPLASH, AND TIGER SPLASH DOES HEREBY ASSUME ALL LIABILITY AND RESPONSIBILITY FOR INJURIES, CLAIMS OR SUITS FOR DAMAGES TO PERSONS OR PROPERTY WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, OCCURRING DURING THE TERM OF THIS AGREEMENT IN CONNECTION WITH THE USE OR OCCUPANCY OF THE POOL BY TIGER SPLASH OR ITS AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, MEMBERS, GUESTS OR INVITEES.
- 11. Mandatory Disclosures.** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176), and the Contractor shall file a Form 1295 Certificate of Interested Parties (Form 1295) approved by the Texas Ethics Commission (Texas Government Code Section 2252.908). The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Contractor does not boycott energy companies; and Contractor is compliant with all other Texas laws

including any additional disclosure requirements.

- 12. Termination.** Either party may terminate this Agreement without cause upon the terminating party giving the non-terminating party thirty (30) days written notice. This Agreement will automatically terminate if Tiger Splash fails to make any required payment or if Tiger Splash fails to adequately respond and remedy any complaints or concerns from the City within thirty (30) days of a written request by the City.

13. Notice.

All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

Attention: City Administrator
City of Dripping Springs City
P.O. Box 384
Dripping Springs, TX 78620

For •

Attention: •
•
•
•

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

14. Miscellaneous.

- (a) **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral.
- (b) **Assignment.** Tiger Splash shall not assign this Agreement, or any rights, obligations, dates, discounts, or entitlements created under this Agreement to any other person or entity.
- (c) **Amendment.** This Agreement may only be amended in writing signed by both parties.
- (d) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- (e) **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

- (f) **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom enforcement is sought. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof.
- (g) **Routine Communications.** Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Tiger Splash.
- (h) **No Conveyance of Property Rights.** It is specifically agreed that nothing herein is intended to convey any real property rights in the Pool to Tiger Splash.
- (i) **Effective Date.** This Agreement shall be effective upon final signing by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE CITY:
City of Dripping Springs

TIGER SPLASH:
Dripping Springs Tiger Splash Swim Team

Michelle Fischer
City Administrator

Name:
Title:

Date

Date

EXHIBIT A

April 2025

May 2025

| Mo | Tu | We | Th | Fr | Sa | Su |
|----|----|----|----|----|----|----|
| 28 | 29 | 30 | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | 1 |

| Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|---|---|-----------|----------|--------|----------|--------|
| 31 | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 JAV Training New Swimmer Eval. 5:00 pm - 8:00 pm (3 hours) | 29 JAV Training New Swimmer Eval. 5:00 pm - 8:00 pm (3 hours) | 30 | 1 | 2 | 3 | 4 |

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May 2025

June 2025

| Mo | Tu | We | Th | Fr | Sa | Su |
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| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 1 | 2 | 3 | 4 | 5 | 6 |

| Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|--|---|---|---|--------|--|--------|
| 28 | 29 | 30 | 1 | 2 | 3 | 4 |
| 5 Practice 6:00 pm - 8:00 pm (2 hours) | 6 Practice 6:00 pm - 8:00 pm (2 hours) | 7 Practice 6:00 pm - 8:00 pm (2 hours) | 8 Practice 6:00 pm - 8:00 pm (2 hours) | 9 | 10 | 11 |
| 12 Practice 6:00 pm - 8:00 pm (2 hours) | 13 Parent Meeting Practice 6:00 pm - 8:00 pm (2 hours) | 14 Parent Meeting Practice 6:00 pm - 8:00 pm (2 hours) | 15 Practice 6:00 pm - 8:00 pm (2 hours) | 16 | 17 | 18 |
| 19 Practice 6:00 pm - 8:00 pm (2 hours) | 20 Practice 6:00 pm - 8:00 pm (2 hours) | 21 Practice 6:00 pm - 8:00 pm (2 hours) | 22 Opening Party 6:00 pm - 8:00 pm (2 hours + Add Lifeguard) | 23 | 24 Time Trials 7:00 am - 12:30 pm (5.5 hours + Add Lifeguard) | 25 |
| 26 No Practice | 27 Practice 6:00 pm - 8:00 pm (2 hours) | 28 Practice 6:00 pm - 8:00 pm (2 hours) | 29 Practice 6:00 pm - 8:00 pm (2 hours) | 30 | 31 Founders Meet 7:00 am - 12:30 pm (5.5 hours) + Add Lifeguard IAV Refresher -12:30 - 2:00 during public swim | 1 |

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June 2025

July 2025

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| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
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| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
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| Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|--|--|--|---|--------|--|--------|
| 26 | 27 | 28 | 29 | 30 | 31 | 1 |
| 2 Practice 6:00 pm - 9:00 pm (3 hours) | 3 Practice 6:00 pm - 9:00 pm (3 hours) | 4 Practice 6:00 pm - 9:00 pm (3 hours) | 5 Practice 6:00 pm - 9:00 pm (3 hours) | 6 | 7 Pentathlon Meet 7:00 am - 12:30 pm (5.5 hours + Add Lifeguard) | 8 |
| 9 Practice 6:00 pm - 9:00 pm (3 hours) | 10 Practice 6:00 pm - 9:00 pm (3 hours) | 11 Practice 6:00 pm - 9:00 pm (3 hours) | 12 Practice 6:00 pm - 9:00 pm (3 hours) | 13 | 14 Home Meet 7:00 am - 12:30 pm (5.5 hours + Add Lifeguard) | 15 |
| 16 Practice 6:00 pm - 9:00 pm (3 hours) | 17 Practice 6:00 pm - 9:00 pm (3 hours) | 18 Practice 6:00 pm - 9:00 pm (3 hours) | 19 Practice 6:00 pm - 9:00 pm (3 hours) | 20 | 21 Color Splash Meet 7:00 am - 12:30 pm (5.5 hours + Add Lifeguard) | 22 |
| 23 Practice 6:00 pm - 9:00 pm (3 hours) | 24 Practice 6:00 pm - 9:00 pm (3 hours) | 25 Practice 6:00 pm - 9:00 pm (3 hours) | 26 End of Season Party 6:00 pm - 9:00 pm (3 hours + Add Lifeguard) | 27 | 28 PR Meet 7:00 am - 12:30 pm (5.5 hours + Add Lifeguard) | 29 |
| 30 Practice 6:00 pm - 8:30 pm (2.5 hours) | 1 | 2 | 3 | 4 | 5 | 6 |

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July 2025

August 2025

| Mo | Tu | We | Th | Fr | Sa | Su |
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| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

| Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|--|---|--|--|--------|----------|--------|
| 30 | 1 Practice 6:00 pm - 8:30 pm (2.5 hours) | 2 Practice 6:00 pm - 8:30 pm (2.5 hours) | 3 No Practice | 4 | 5 | 6 |
| 7 Practice 6:00 pm - 8:30 pm (2.5 hours) | 8 Practice 6:00 pm - 8:30 pm (2.5 hours) | 9 Practice 6:00 pm - 8:30 pm (2.5 hours) | 10 Practice 6:00 pm - 8:30 pm (2.5 hours) | 11 | 12 | 13 |
| 14 Practice 6:00 pm - 8:30 pm (2.5 hours) | 15 Practice 6:00 pm - 8:30 pm (2.5 hours) | 16 Practice 6:00 pm - 8:30 pm (2.5 hours) | 17 Practice 6:00 pm - 8:30 pm (2.5 hours) | 18 | 19 | 20 |
| 21 Practice 6:00 pm - 8:30 pm (2.5 hours) | 22 Practice 6:00 pm - 8:30 pm (2.5 hours) | 23 Practice 6:00 pm - 8:30 pm (2.5 hours) | 24 Practice 6:00 pm - 8:30 pm (2.5 hours) | 25 | 26 | 27 |
| 28 Practice 6:00 pm - 8:30 pm (2.5 hours) | 29 Last Practice 6:00 pm - 8:30 pm (2.5 hours) | 30 | 31 | 1 | 2 | 3 |

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