

USE AGREEMENT

Tiger Splash and City of Dripping Springs for Founders Memorial Park Pool

THIS USE AGREEMENT (the “Agreement”) is entered into by and between the City of Dripping Springs, Hays County, Texas, (the “City”), a general law municipality organized and operating under the general laws of the state of Texas, and Tiger Splash, a registered Texas non-profit organization.

I. RECITALS

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

II. AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants described herein, the parties hereto agree as follows:

A. 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. If Tiger Splash chooses to utilize the City provided pool cover, 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.
- d. Tiger Splash will adhere to and provide volunteers to enforce submitted ~~Covid~~ COVID Precautions Plan (Attachment A)

B. Duties of the City

a. The City will allow Tiger Splash to use the on-site storage shed at the pool for storing swim meet items.

~~a.b.~~ Tiger Splash shall not operate or allow the sale of concessions without City written approval, which shall be requested in advance of any sale, unless otherwise specifically authorized by this agreement.

~~b.c.~~ The City will allow Tiger Splash to sell coffee and breakfast tacos on Swim Meet Days: May 22, May 29, June 5, -June 19, and June 26.

~~e.d.~~ The City will provide a pool cover.

~~d.e.~~ The City will purchase 300 gallons of propane for the pool.

~~e.f.~~ The City will provide a minimum of 2 lifeguards at every swim practice and meet.

D. Fee splits and Payment

a. 2021 Tiger Splash Meet Fees- Tiger Splash has requested to pay their 2019 rates for the 2021 swim season.

6 Hour Pool Rental, Total Fee for Meets = \$1200

Tiger Splash 2019 rate: \$40/hr | 2021 Non-Profit rate = \$90/hour

b. Tiger Splash Practice Fees- Tiger Splash will give the City a minimum of 30% of all Swim Team registration fees that are collected by Tiger Splash (estimation: 144 swimmers who pay \$180.00 each = \$25,920 Gross). Estimated payment to the City will be a minimum of \$7,776.00 to compensate the City for facility use, utilities and lifeguard staff for the swim season. (Normal hourly rental would yield an approximate rental revenue of \$13,230.00.). Payment to the City of the Practice Fees will occur by _____August 6, 2021. [LM1]

c. If Tiger Splash chooses to heat the pool for any practices or meets during the swim season, Tiger Splash will reimburse the City the current market rate per gallon of propane used. [LM2]

E. Access to Facilities

a. Tiger Splash swim team is permitted access to Founders Memorial Park Pool during reserved times for swim team practices and meets. If a pre-scheduled practice or swim meet time is going to be utilized for a team social event that is not already documented in this agreement, the use change and supporting details must be communicated at least two weeks in advance, in writing to the Pool Manager to allow for proper staffing and accommodations.

- b. Tiger Splash is permitted to host social events outside the dates detailed in this Agreement. However, the organization will have to reserve and pay the associated rental fees at the current Fee Schedule Pool Rental rates and terms.
- c. Tiger Splash shall have access to the Pool for the following times on the following dates, Monday, April 26, 2021 – Wednesday, July 27, 2021, and contingent on the completion of pool repairs:
 - i. April 26 through April 29, 2021: Wednesday & Thursday, 5:00 p.m. – 8:00 p.m.
 - ii. May 3, 2021 – May 27, 2021: Monday – Thursday, 5:00 p.m. – 8:00 p.m.
 - iii. June 1, 2021 – July 15, 2021: Monday – Thursday, 6:00 p.m. – 9:00 p.m.
 - iv. July 19, 2021 – July 27, 2021: Monday – Thursday, 6:30 p.m. – 9:00 p.m.
 - v. Five Meet Dates: Saturday, May 22, 2021, Saturday, May 29, 2021, Saturday, June 5, 2021, Saturday, June 19, 2021, and Saturday, June 26, 2021, 6:30 a.m. – 12:30 p.m.
 - vi. Tiger Splash may also have exclusive use of Founders Memorial Park Pavilion for a team social event during practice on May 20, 2021, 5:00 p.m. – 8:00 p.m. and on July 15, 2021, 6:00 p.m. – 9:00 p.m.
- d. If there is an emergency such as inclement weather or an unforeseen circumstance, the City may decide to close the Pool or limit access to the Pool on one of these days. If that occurs, the City will work with Tiger Splash to reschedule and/or not charge Tiger Splash for that scheduled swim meet date.
- e. Tiger Splash will not have access to the pool Memorial Day, May 31, 2021 or Independence Day, July 4, 2021.

F. It is understood and agreed between the parties that:

- a. 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 the beginning of the terms of this Use Agreement.
- b. It is specifically agreed that nothing herein is intended to convey any real property rights of the Pool to Tiger Splash.
- c. 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.

- d. 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 ~~only after obtaining~~ written approval from the Founders Pool Manager or the Manager's designee ~~City~~ for the proposed changes.
- e. 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.
- F. 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.
- g. Tiger Splash shall not assign this Agreement, or any rights, obligations or entitlements created under this Agreement to any other person or entity.
- h. Either party may terminate this Agreement without cause upon the terminating party giving the non-terminating party thirty (30) days written notice.
- i. This Agreement will automatically terminate 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.
- j. All notices in connection with this Agreement shall be in writing and shall be considered given as follows:

When delivered personally to the recipient's address as stated in this Agreement; or
Five (5) days after being sent by certified mail in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement:

To the City:

City of Dripping Springs
Attn: City Administrator
PO Box 384
Dripping Spring, TX 78620

To Tiger Splash:

Tiger Splash
Attn: Vice - President
1521 Kemp Hills Dr.
Austin, TX 78737

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Tiger Splash.

k. This Agreement shall be effective upon final signing by both parties.

IN WITNESS WHEREOF, The City of Dripping Springs and Tiger Splash have executed this Agreement on the dates indicated.

CITY OF DRIPPING SPRINGS:

TIGER SPLASH:

Bill Foulds Jr., Mayor

Mike Lemonds, President

Date

Date

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT A

Tiger Splash COVID Precautions Plans Summer 2021

This is a preliminary plan to facilitate COVID precautions of wearing masks and social distancing during the Summer 2021, if necessary.

Overview of Tiger Splash Practice:

Tiger Splash uses Founders Pool which has a 6-lane pool. Swimmers who have signed up for each practice via the online practice reservation system will be assigned four to a lane with two being assigned each end of the pool. Each swimmer will have an assigned corner of the lane and shall never be within six feet of each other in the lane by staying in their corner during any rest periods on the wall for the workout.

Registration limit (change):

Given the safety precautions described above, the maximum number of swimmers per lane for each practice session is 24. There will be three practice sessions per day and swimmers will be divided into an A-practice and B-practice schedule to limit the number of swimmers on a given practice day. **This reduces the total team size from a maximum of 180 swimmers to 144 swimmers.**

Flow of Athletes:

- Before getting to practice, a parent will fill out a google "symptoms" form
- When you arrive, stand in line along the fence at/by the ribbons placed 6 ft apart, while waiting for entrance inside where the check-in area will be.
- Swimmers report to check-in first at the check in table wearing a mask. There, the swimmer will be checked off for having google form completed and assigned a lane and waiting area, this information will be written with a Sharpie on their hand.
- Once cleared, they proceed inside to a dot on the ground to drop their bag and get ready for practice.

- Masks remain on for Drylands/warm-up.
- After dropping off their stuff, they proceed to the drylands/warm-up area with their masks on, located on the pool deck, spread out 6 feet apart (mostly at the end of their lanes). Once drylands/warm up is complete, swimmers will place their mask in their baggie and begin the swim workout in the lane they were assigned at check-in.
- After practice is complete, swimmers will move quickly to their spot and put on their mask, grab their belongings, and exit the pool. Parents and siblings will not be permitted in the pool area during practices. It is advised to be in your cars for pick up.

Equipment:

All swimmers must keep all their belongings inside one bag (included with registration and picked up at first practice). The bags must be placed on a spot inside the check in doors of the competition pool. Personal fins and kick boards are encouraged and should be dipped in pool water and place at their assigned end of the lane when ready for practice.

Tiger Splash will not allow access to shared equipment during COVID reopening. Lane space: Max 4 swimmers per lane in 6 lanes. Each swimmer stays in their own lane and corner.

Locker Room and Restrooms:

All users of Founders Pool will be required to come and leave without using lockers, showers, or the changing areas in the locker rooms. The locker areas and showers will be closed. The restrooms located on the outside of the gate will allow for those that need to use the facilities to do so on an individual basis.

Swim Meets: Process and Procedures:

Swim meets will begin promptly at 7am for warm-ups. At check in, swimmers will be assigned to an area within the fenced area of the pool based on age group for the duration of the meet. All swimmers will wear masks when not in the pool. The only adults on deck for the swim meet will be volunteers running the meet: Coaches; adults specifically trained for the timing system; and six timers--one per lane. Parents will observe from outside the fenced area of the pool. With wi-fi at Founder's Park, Tiger Splash will do their best to simulcast the meet via Facebook or YouTube for families to observe from home. Tiger Splash will encourage families to limit spectators to just one parent.

- Swimmers will be sent a google symptom form to fill out prior to the meet.
- Swimmers will check in at registration table and be checked off for completed covid symptom form
- Swimmer will be given their area assignment, lane assignment, and ready bench assignment during check in.
- Swimmer will wait on their dot to swim their event
- Swimmers will wear masks until it is their turn to swim, they will bring a baggie to put the mask in once on the blocks.
- There will be only one timer per lane.
- After the swimmer is done with the event, they will get out of the pool and immediately put on a mask, then proceed to their assigned area to wait for their next event.

- Parents will watch outside of the pool area. Spectators are allowed to set up tents but at least 10 feet away from the fence; spectators are expected to be socially distanced by family groups; and spectators are expected to wear masks throughout the event.
- Concessions will take place in the Pavilion area with payment via credit card/square app only.
- Once finished with events, swimmers will exit the pool area and go home.