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Contract No. TIG20260126

2026 POOL USAGE AGREEMENT

This • Agreement (the "Agreement") is entered into on January 28, 2026 | 1:20 PM PST, 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").

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.

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(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.

3. Closures, Cancellations and Reimbursements

(a) If there is an emergency such as inclement weather, a public health emergency, or an unforeseen circumstance, the City may close the Pool or limit access for affected dates and times. The parties will use good-faith efforts to reschedule the canceled practice or swim meet within the current season if pool space and staffing are available. If rescheduling is not practicable, the City will issue a reimbursement to Tiger Splash for (i) the pro-rata facility rental attributable to the canceled time and (ii) documented lifeguard costs that were scheduled for that canceled time (in excess of the two on-deck lifeguards included in the standard hourly rate for pool usage) and not otherwise utilized. Whether a condition constitutes an emergency closure under this subsection will be determined the City, acting reasonably.

(b) If Tiger Splash elects not to use the Pool for reasons other than a City-determined emergency, Tiger Splash must provide the City with at least seven (7) days' written notice identifying the specific dates and times. With timely notice, the City may open the Pool to the public and reallocate lifeguard staffing. If the City is able to reallocate the scheduled lifeguards and open the Pool to the public for the canceled time, the City will issue a reimbursement limited to the pro-rata facility rental for the canceled time; lifeguard costs are not reimbursable in this circumstance. If timely notice is not provided, no reimbursement will be due.

(c) Reimbursement will be calculated using the hourly rates that underlie Exhibit "A" (for facility rental) and the City's then-applicable lifeguard hourly rates multiplied by the number of guards scheduled for the canceled time in excess of the two on-deck lifeguards included in the standard hourly rate for pool usage. Partial hours are pro-rated to the nearest quarter hour. A cancellation must equal at least thirty (30) consecutive minutes to qualify.

(d) Tiger Splash may not receive both a rescheduled date and reimbursement for the same canceled time. The City may require reasonable documentation (e.g., the applicable practice/meet schedule and staff roster) sufficient to substantiate the canceled time and any lifeguard hours.

(e) If a canceled practice or meet is rescheduled, it should occur during the same season and within four (4) weeks of the original date where operationally feasible.

4. 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.

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(b) Tiger Splash may sell coffee and breakfast tacos on Swim Meet Days as identified 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).

5. Fees

(a) Total Facility Rental Fee including Additional Lifeguard fees (in excess of the two on-deck lifeguards included in the standard hourly rate for pool usage) due to the City of Dripping Springs is $21,277.50.

(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 8, 2026.

(e) Any reimbursement due under section 3 will be issued as (i) a credit against amounts then due under this Agreement; or, if no amounts are outstanding, (ii) a refund paid within thirty (30) days after the end of the season upon receipt of final reconciliation from Tiger Splash. Reimbursements are limited to the pro-rata facility rental and, where expressly permitted above, lifeguard costs for the canceled time (in respect of any lifeguards in excess of the two on-deck lifeguards included in the standard hourly rate for pool usage), and will not include consequential or other damages.

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. City Obligations

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

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8. 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.

9. 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.

10. 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 adopted from time to time or prescribed by the City for the government and management of the Pool.

11. 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.

12. 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.

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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, provided that 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.

To the City:
City of Dripping Springs
Attn: City Administrator
PO Box 384
Dripping Springs, TX 78620
(512) 858-4725

To Tiger Splash:
Dripping Springs Tiger Splash Swim Team
Attn: Lane Holt
P.O. Box 1552
Dripping Spring, TX 78620

14. **Entire Agreement**This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties. If a conflict exists between this Agreement and its attachments, this Agreement shall prevail. **Amendment**This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.

16. **Severability**If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. **Waiver of Contractual Right**The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

18. **Governing Law and Venue**This Agreement shall be construed under and in accordance with the laws of The State of Texas. The venue for any and all legal disputes arising under this Agreement shall be a court of competent jurisdiction located in Hays County, Texas. Despite anything to the contrary in this Agreement, no disputes arising out of or related to this Agreement shall be subject to arbitration or non-binding mediation unless both parties agree in writing to submit a specific dispute to arbitration or non-binding mediation after such dispute arises.

19. **Consequential Damages**Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.

20. Routine Communications

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

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21. 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.

22. Execution in Counterparts

This Agreement may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the Parties and delivered to the other Party. A signed copy of this Agreement delivered by facsimile, e mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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

CITY OF DRIPPING SPRINGS

Signed by: Michelle Fischer 3E21AC1E52284E8...	DocuSigned by: Lane Holt 32FBFFC73170491...
Michelle Fischer	Lane Holt
City Administrator	VP
January 28, 2026 | 1:20 PM PST	January 28, 2026 | 10:16 AM PST
Date	Date