

**STANDARD FORM OF  
TEMPORARY CLASS SPACE LICENSE AGREEMENT  
FOR THE USE OF  
AQUATIC FACILITIES**

**(POOL AND ADJACENT SPACE)**

**TERMS AND CONDITIONS**

**Effective Date:** The date upon which this Agreement is effective, which will be the later of the dates of the signatures of Host and Pool User on this Form.

**Owner or Manager of the Facility (the "Host"):**

City of Kingsport

**Legal Name of the User of Space at the Facility (the "Pool User"):**

The American National Red Cross, a nonprofit corporation, a Federally chartered instrumentality of the United States, and a body corporate and politic under the laws of the United States (36 U.S.C. §§ 300101-300111 (1998)).

**Date Upon which the Pool User May Begin to Use Space at the Facility (the "Start Date"):**

02/01/2024

**Date Upon Which the Pool User Must Vacate Space at the Facility (the "Expiration Date"):**

02/02/2027

**Building Owner and Host's Business Addresses:**

City of Kingsport 1820 Meadowview Parkway Kingsport, TN 37660

**Pool User's Business Address:**

431 18<sup>th</sup> Street NW Washington, DC 20006

**Street Address of the Building Where the Space is Located (the "Facility"):**

1820 Meadowview Parkway Kingsport, TN 37660

**General Description of Licensed Classroom and Pool Space:**

This Temporary Class Space License Agreement (the "Agreement") is dated and intended to be effective as of the Effective Date set forth above, and made by and between the Host and the Pool User named above. Under the Agreement, the Pool User is permitted to use and occupy, on a temporary basis, the space described above. Together with the attached Aquatics Facility Checklist, Pool User has the non-exclusive right to use, in common with Host and the other users, all exterior and interior, if any, common and public areas and facilities benefitting the Facility, including, without limitation, as applicable, all lobbies, bathrooms, lockerrooms, stairwells, freight and passenger elevators, hallways, beneficial easements, driveways, sidewalks, parking, loading areas, and landscaped areas benefitting the Facility (the "Space") at the Facility.

1. Grant of License. Host grants Pool User the right to use the Space for the purpose of teaching aquatic classes. This Agreement is not a lease and Pool User is granted no leasehold interest in the Space.
2. Term. Pool User's right to use and occupy the Space shall begin on the Start Date and shall end on the Expiration Date. On or before the Expiration Date, Pool User shall vacate the Space.
3. License Fee. Pool User shall pay, as a license fee, the amount of \$ **0.00**.
4. Condition of Space and Facility. Host shall comply with all legal codes, requirements, rules and regulations regarding the cleanliness, maintenance and safety conditions of the Space and the Facility, and pursuant to those requirements of the Aquatics Facility Checklist, as attached. If Host shall know or shall have reason to know of a latent danger either existing as of the Effective Date or as reasonably anticipated, Host will notify Pool User promptly and offer a reasonable, proportionate and timely remedy. Host will address any concerns regarding safety immediately.
5. Pool User's Conduct. Pool User agrees to keep the space in clean and neat condition.
6. Indemnification. To the extent permitted by Tennessee law, including but not limited to Article II, Section 29 of the Tennessee Constitution and the Tennessee

Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 *et. seq.*), Host agrees to defend, indemnify and hold harmless the Red Cross, its governors, employees and representatives from any claims, including reasonable attorney fees, in respect to bodily injury, death, and property damage arising from its negligence in its responsibilities in performance of this Agreement.

7. Warranties.

- a. **Space.** Host represents and warrants that Space is in compliance with the attached Aquatics Facility Checklist, and agrees to maintain the Space, and to provide and actively manage certified lifeguards at the Space, in compliance with all applicable local, state and federal rules and regulations.
- b. **Limit of Liability.** Host is a sovereign governmental entity chartered under the laws of the State of Tennessee and as such its ability to indemnify, hold harmless, and its limits of liability are governed by Tennessee state law which cannot be waived except by an act of the Tennessee General Assembly.

8. Insurance. Host is self insured through Public Entity Partners for general liability insurance and automobile insurance. However, any and all claims against Host and/or its employees are governed by the provision of the Tennessee Governmental Tort Liability Act with statutory limits of liability of \$300,000.00 for bodily injury or death of any one person in any one accident, occurrence or act, \$700,000.00 for bodily injury or death of all persons in any one accident, occurrence or act, and \$100,000.00 for injury or destruction of property of others in any one accident, occurrence or act. Host does not have the authority to waive its governmental immunity which can only be waived through an act of the Tennessee General Assembly. Additionally, Host is self-insured under Tennessee law for Workers' Compensation and which covers all Hosts employees. Host retains its right provided under Tennessee law, currently Tennessee Code Annotated § 50-6-106(6) to withdraw from coverage under the Workers' Compensation law, either in whole or by departments or divisions.

9. Casualty or Condemnation Affecting Space. Notwithstanding anything in this Agreement to the contrary, in the event that damage or casualty to all or a part of the Space, this License shall terminate as of the date of the event.

10. Termination for Convenience. This license agreement may be terminated by Host upon 180 days written notice to Red Cross. Such termination will not be deemed a breach of this license agreement by Host. Should Host exercise this provision, Host will compensate Red Cross for all satisfactory and authorized

services/charges as of the termination date, and Red Cross will refund to Host any funds paid by Host in excess of such amount. Upon such termination, Red Cross will not have any right to any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

11. Governing Law. This agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles.
12. Notice. Notice shall be deemed to have been duly given three (3) business days after having been mailed by certified or registered mail, return receipt requested, to the party's address set forth at the beginning of the Agreement, or upon receipt if delivered by hand or recognized overnight delivery service. Either party may change its address for the purpose of notice hereunder by providing the other party with notice of the new address.
13. Authority. Each party represents and warrants that it has the full power and authority to execute, deliver and perform under this Agreement.

Signatures are on the next page.

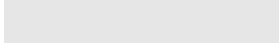
"POOL USER"

The American National Red Cross

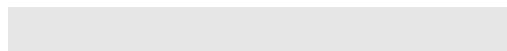
By:   
(Signature)

Name:

Title:

Date: 







**City of Kingsport, Tennessee**

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**Patrick W. Shull**

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**Date**

**Attest:**

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**City Recorder**

**Approved as to form:**

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**Rodney B. Rowlett, III, City Attorney**

## Aquatics Facility Checklist

Host shall:

1. Provide pool, safety equipment and classroom space in clean and good condition free from latent dangers and in compliance with all local, state and federal rules and regulations, including:
  - a. A classroom or other space with adequate space for participant seating and the ability to practice applicable course skills;
  - b. A pool area solely for the use of American Red Cross classes, or if not, a defined, dedicated area for use pursuant to this Agreement, as clearly specified to your Red Cross Contact during the times specified on the attached "Red Cross Schedule of Facility Use".
  - c. The following equipment during classes:
    - i.  Backboards (how many)
    - ii.  Rescue Tubes (how many)
    - iii.  Audio-visual devices (please describe )
    - iv.  Other (please describe ).
2. Provide a copy of the pool's Emergency Response Plan & an orientation to Facility's emergency equipment.
3. Provide and actively manage an American Red Cross certified lifeguard, or otherwise verifiably certified pursuant to all local, state and federal rules and regulations, during each class.
4. Be responsible for the security of the Facility and will be responsible for locking the Facility after each Class.
5. Provide evidence of insurance pursuant to this Agreement.
6. Immediately address any site-related safety concerns.

Optional:

- Desk space to provide the classes  sq ft
- Classroom space in close proximity of pool

Pool space:

- Entire pool
- number of lanes of pool
- Other area defined as .

