

SIDNEY TIGERSHARK SWIM TEAM

SWIMMING & FACILITY USE AGREEMENT AT SVARRE POOL/PARK

This agreement dated, _____, by and between the City of Sidney, hereinafter referred to as the "City" and the Sidney Tigersharks Swim Team, hereinafter referred to as the "Swim Team".

The following conditions set forth below shall be strictly enforced by the city and in the same shall be strictly adhered to by the Swim Team.

CONDITIONS REQUIRED BY THE CITY:

1. The Organization shall provide the City Clerk a copy of the Swim Team's current liability insurance documentation annually, within 30 days of its renewal. No practices, meets or events shall be allowed until such proof has been provided.
2. The Swim Team shall provide the City a copy of the current officer's names, addresses and contact information with the signed agreement.
3. All keys signed out shall be returned to the City no later than 30 days after the season ends. No paddle locks or extra locks of any kind on any door shall be installed. No copies of keys shall be allowed. A deposit for keys shall be required at the time of checkout and returned when all keys are returned.
4. No changes to park property shall be allowed without prior approval from the City. This includes signage, building, sprinkler system, electrical alterations.
5. All garbage, trash and loose debris shall be picked up daily and after each event and properly disposed of and in accordance to city ordinance. City concession areas shall be cleaned and cleared out at the end of the season.
6. Alcohol, tobacco or drugs of any kind is strictly prohibited on City park property. A permit for consumption of alcohol at a gathering may be applied for through the filing of an application in accordance with Title 6, Chapter 10, Section 4 of the Sidney City Code.

THE SWIM TEAM SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. The City must be provided copies and design changes for a new dock before production begins to verify changes are compatible with existing gutter system. All new dock equipment shall be certified for use and load limitations by a licensed MT engineer before use. No equipment may be placed at the Svarre Municipal Pool without the prior consent of the City Council, City Representative and Pool Manager.
2. The Swim Team organization shall continue to fund raise annually toward a new dock structure and funds raised shall be included with the yearly agreement. (2021 shall be the final year the existing dock structure will be allowed for use.)
3. When the existing dock is used for swim meets, Sidney Swim Team coaches and parents must restrict the number of people on the dock to prevent further damage to the pool

deck and for the safety of people on the dock. Only swimmers and officials who must use the dock should be permitted on the dock.

4. All Pool rules need to be followed during swim team practices and events.
5. Removal of ladders and handicapped steps is prohibited.
6. Blankets need to be rolled onto reels in the correct manner and properly stored.
7. Gate at the south end of the pool needs to be closed during swim practice.
8. The swim team will be responsible for any maintenance required and upkeep of the concessions area.
9. End of season cleaning of the concessions facility and storage of any swim team equipment.

THE CITY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. The City will prepare the building and pool in the spring.
2. The City will drain all water lines in the fall.
3. General maintenance of all park facilities and grounds.
4. All altercations to any of the facilities, building, fences and grounds.

Any violation of the above outlined conditions shall force the city officials to close the access to the pool until each condition or violation is met or rendered.

Agreed this day of _____

Sidney Tigershark Swim Team

City of Sidney

By: _____
President

By: _____
Public Works Director

By: _____
Mayor