Hampton Parks and Recreation Department Hampton Aquatics Division Pool Use Agreement

This is an agreement ("Agreement") with <u>South Eastern Virginia Aquatics</u> ("SEVA") for the use of the Hampton Aquatic Center swimming pool to operate their program for the SEVA Swim Team. The parties hereto agree as follows:

- 1. This Agreement will be for a term of one (1) year ("Initial Term") with four (4) additional renewal periods of (1) year ("Renewal Term") not to exceed an aggregate of five (5) years. The Initial Term is effective from September 3, 2018 through September 2, 2019.
- 2. SEVA shall pay \$13.00 per practice lane. When submitting fees, the check or money order shall be made payable to "City of Hampton".
- 3. SEVA shall obtain General Liability coverage of not less than \$1 million per occurrence, Personal Injury coverage of not less than \$1 million with an aggregate of \$2 million and Medical Expense Coverage of not less than \$5K, and naming the City of Hampton as additional insured. A copy of the certificate of insurance must be on file no later than the first day of practice. An addendum outlining additional required documentation is attached.
- 4. SEVA will be scheduled from September 10, 2018 through June 11, 2019. Days and times will be as follows: Mondays from 5:30 p.m. to 6:45 p.m. three (3) lanes and from 6:45 p.m. to 7:45 p.m. five (5) lanes; Wednesdays 5:30p.m. to 7:45 p.m. five (5) lanes. Both SEVA and the Aquatics Division will mutually agree upon schedule revisions. A similar schedule will be mutually agreed upon for any Renewal Term.
- 5. SEVA will be responsible for putting lap lanes in and out of the pool with assistance from lifeguards as necessary.
- 6. SEVA will have access to training equipment that is available on site and is responsible for repair and or replacement due to damage resulting from negligent use.
- 7. SEVA will be responsible for putting away all kick boards, pull buoys, swim fins and pace clocks into designated storage areas.
- 8. SEVA coaches will be responsible for having all swimmers shower off before getting into the pool.
- 9. SEVA assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of SEVA, its subcontractors, agents, employees or invitees under or in connection with this Agreement or the performance or failure to perform any conditions required by this Agreement. SEVA shall indemnify and hold harmless the City and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due

- to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Agreement, and (c) the activities performed by SEVA or those for whom SEVA are legally liable. Upon written demand by the City, SEVA shall assume and defend at SEVA's sole expense any and all such suits or defense of claims made against the City, its agents, volunteers, servants, employees or officials.
- 10. SEVA staff will be present in the locker room areas at the end of practice to ensure they are clean of any debris left behind and all lockers cleaned out and closed.
- 11. Hampton Aquatics Division will provide the required number of lifeguards for all practice sessions.
- 12. Dispute Resolution: Disagreements arising over the terms and conditions of this Agreement will be resolved as follows: A meeting between the City of Hampton Senior Recreation Professional, Aquatics and SEVA staff. In the event further discussion is necessary, a subsequent meeting between the City of Hampton Recreation Program Coordinator and SEVA staff may be arranged.
- 13. Termination of Agreement: Either party to this Agreement may, upon 30 day written notice, terminate this Agreement with or without cause. Outstanding fees will be prorated accordingly and either paid by SEVA or returned by the City of Hampton.
- 14. The pool at the Hampton Aquatic Center is first and foremost a community pool to be used by the citizens of Hampton. In the event citizen demand for service increases, adjustment to this Agreement will be made to accommodate the need.
- 15. SEVA will be billed on the first of each month beginning October 2018 through July 2019 for rental services outlined in this Agreement. Payment due date will be the 15th of the following month. Similar provisions will be made during any Renewal Term.
- 16. It is the responsibility of SEVA to notify the Senior Recreation Professional of Aquatics of any cancellations of practices at least three (3) days in advance. Cancellation due to inclement weather shall be allowed on the day of practice. If notifications are not given, SEVA will be billed for one hour of time scheduled.
- 17. This Agreement shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the City of Hampton.

On behalf of the South Eastern Virginia Aquatics Swim Team, I acknowledge that I have received and read the POOL RULES AND GUIDELINES, a copy of which is attached and made part of this Agreement. I understand and agree that I am responsible for ensuring that the members of the Southeaster Virginia Aquatics Swim Team and visiting teams if applicable are familiar with and abide by the same.

I further understand and agree that the violation of any pool rule or regulation or failure to follow instruction given by any City of Hampton personnel may result in the suspension or termination of this Agreement.

South Eastern Virginia Aquatics Swim Team

By: Dall M	1/25/2018
City of Hampton	Ďate
Ву:	Date
Approved as to content:	
Director, Parks, Recreation & Leisure Services	6 Feb 2018 Date
Approved as to Form & Legal Sufficiency:	
City Attorney	Date

Addendum for Pool Use Agreement

South Eastern Virginia Aquatics Swim Team will provide the following information to the Aquatic's Recreation Coordinator on or before September 19, 2017.

a. Copy of Current Insurance Certificate

South Eastern Virginia Aquatics Swim Team

- b. Copy of Coaches' Certifications, if applicable
- c. Copy of SEVA Swim Team Staff Associated including coach's names, telephone, and email contact information.

This addendum will be effective per the terms of the original Agreement with reference to the pool at the Hampton Aquatic Center as with other Hampton Parks and Recreation facilities, is first and foremost a community pool to be used by the citizens of Hampton. In the event citizen demand for services increase, adjustments to this Agreement will be made to accommodate the need.

BY: Sall M. City of Hampton	1/25/2018 Date
By:	Date
Approved as to Form:	6Feb 2018
Director, Parks, Recreation & Leisure Services	Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

	ertificate holder in lieu of such endors				CONTA	ct ·			
PRODUCER 1-602-840-3234 Risk Management Services, Inc.			NAME:						
kisk management services, inc.			PHONE (A/C, No, Ext): (602) 840~3234 FAX (A/C, No):						
P.0). Box 32712				E-MAIL ADDRE	ss: info@	theriskpeo	ple.com	
						INS	URER(S) AFFOR	DING COVERAGE	NAIC#
Pho	enix, AZ 85064-2712	~				RA: NATION			11991
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	BOX 2854				INSURE	RE:			
NEW	PORT NEWS, VA 23609-0854				INSURE	RF:			
				NUMBER: 51961340				REVISION NUMBER:	
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Carolyn J. Slumit

100 Stilwell Road

Hampton, VA 23651

USA

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID:	
LOC	

$\mathsf{ACORD}_{\scriptscriptstyle\mathsf{TM}}$

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY		NAMED INSURED	
K&K Insurance Group, Inc.			
POLICY NUMBER KKO-71369-00		USA SWIMMING, INC. DBA USA Swimming Etal	MEMBER NO:
CARRIER	NAIC CODE		
SEE ACORD 25		EFFECTIVE DATE: SEE ACORD 25	

ADDITIONAL REMARKS

THIS ADDITIONAL	. REMARKS	FORM IS	A SCHEDULE	TO ACORD FORM,
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FORM NUMBER:

ACORD 2

FORM TITLE: CERTIFICATE OF LIABILITY INSRUANCE

"COVERED ACTIVITIES"

With respect to USA Swimming member clubs, group members, member coaches, volunteers and additional insured owners/lessors of premises, sponsors and co-promoters, "Covered Activities" are defined as:

- 1) Swimming meets that have been issued a written sanction or approval. Approval means a permit issued by one of the USA Swimming, Inc. Local Swimming Committees for swimming meets conducted in conformance with USA Swimming, Inc. technical rules in which members and non-members may compete. USA Swimming, Inc. member clubs that either host or participate in a swimming meet that has been issued an approval will be considered an insured provided that all of its athletes or participants and coaches are members of USA Swimming, Inc.
- Swimming practices, dry land training activities, camps and learn to swim programs where all swimmers or participants are members of USA Swimming, Inc. or United States Masters Swimming and are conducted under direct and active supervision of a member coach. Dry land training activities means weight training, running, calisthenics, exercise machine training, and any other activity for which an insured has received approval from USA Swimming, Inc. or its authorized representative.
- 3) USA Swimming, Inc. Swim-A-Thons, Fund raising activity which clubs can purchase for lap-athons
- 4) Approved social events and approved fund raising activities that are social events and activities for which an insured has received approval from USA Swimming, Inc. or its authorized representative.
- 5) Swimming tryouts. Swimming Tryouts means swimming practices where a swimmer(s) who is not and who has never been a member of USA Swimming, Inc. participates with a USA Swimming, Inc. club for a period not to exceed thirty consecutive days in a twelve month period to determine the swimmer's interest in becoming a member of USA Swimming, Inc.
- 6) Office premises liability for Member Clubs and LSCs
- 7) STSC, CPR, and Lifeguard Certifications of USA Swimming member coaches done by USA Swimming member coaches that are member representatives of one of the approved agencies listed on the USA Swimming STSC In-Water Skills Checklist.
- 8) "Organized practices" that have been reported and a premium has been paid for. Organized practices are defined as recreation league meets hosted by USA Swim Teams with community teams that are not USA Swimming member teams.

National Casualty Company

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NO.		

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KKO-71369-00	01/01/2018	USA SWIMMING, INC. DBA: USA Swimming Etal	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSUREDS OWNERS AND/OR LESSORS OF PREMISES, SPONSORS OR CO-PROMOTERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The policy is amended to include as an additional Insured any person or organization of the types indicated by an "X" in any boxes shown below, but only with respect to liability arising out of your operations:

- X Owners and/or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:
 - This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
 - This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and/or lessor of the premises;

c. This insurance does not apply to liability of the owners and/or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

With respect to any additional insured included under this policy, this insurance does not apply to any negligence of such additional insured.

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ADDITIONAL REMARKS SCHEDULE

Page	1	of	1

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National Casualty Company

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any person or organization of the types indicated by an "X"
in any boxes shown below, but only with respect to liability
arising out of your operations:

- X Owners and/or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:
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c. This insurance does not apply to liability of the owners and/or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

With respect to any additional insured included under this policy, this insurance does not apply to any negligence of such additional insured.

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Scott humber

AUTHORIZED REPRESENTATIVE

DATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/26/2018

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DAVID HENDERSON	-		INSURER D:						
PO BOX 2854			INSURER E:						
NEWPORT NEWS, VA 23609-0854			INSURE	RF:					
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Hampton Aquatic Center City of Hampton				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
300 Butler Farm Road			AUTHO	RIZED REPRESE	NTATIVE				
Hampton, VA 23669				Carolyn J. Eslumit					
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