Bryant Parks and Recreation Department
2016 Program Agreement

THIS AGREEMENT made and entered into on 11-1-16, 2016 by and between the CITY OF BRYANT PARKS AND RECREATION DEPARTMENT, doing business at 6401 Boone Road, Bryant, Arkansas (hereinafter called "THE CITY"), and Bauxite High School Swim Team, doing business at 800 School Street Bauxite Arkansas (hereinafter called "Bauxite HS").

WITNESSETH

WHEREAS, THE CITY maintains property at Bishop Park Aquatic Center in Bryant, Arkansas; and

WHEREAS, the use of said property for the purpose of the Bauxite High School Swim Program has been considered the best use of this property for recreational purpose and to better service the citizens of Bryant, Arkansas.

WHEREAS, THE CITY provides and maintains certain recreational facilities for programs and parks in Bryant, and

WHEREAS, Bauxite High School Swim Team provides program administration and operations of the Swim Program in Bryant,

NOW, THEREFORE, in consideration of mutual covenants and promises set forth herein, the parties agree as follows:

THE CITY agrees to grant use of Bishop Park Aquatic Center between November 1st, 2016– Feb 28th, 2017 as outlined here to Bauxite HS for the operation of Bauxite High School Swim Team.

Named property will be used by Bauxite HS for events, and practices on the dates and times listed on the schedules provided to THE DEPARTMENT.

The general conditions of this program agreement will be:

1. Bauxite HS will operate programs in accordance with nondiscrimination requirements of *Title VI* of the 1964 Civil Rights Act.
2. It is further agreed that program personnel must adhere to all provisions of the Americans with Disabilities Act (ADA) that apply to a particular program.
3. Program personnel and participants agree to abide by all Federal, State, and Local laws in addition to the policies of THE CITY pertaining to parks and facilities.
4. It is understood that THE CITY will not be liable for any injuries incurred by participants who are participating in activities on or in THE DEPARTMENT Facility. Bauxite HS shall indemnify and hold the City of Bryant, its departments and all of its employees harmless against losses, claims, causes of action and liabilities on account of damage to property or injury to or death of persons arising out of negligent acts by Bauxite HS, its agents, employees, or program participants.
5. It is agreed that the named facility, area, or property may not be assigned, subleased, rented, reserved or loaned to any other group, business, individual, or entity by Bauxite HS without prior approval by THE CITY.
6. No alterations, changes, or modifications to change the intended use may be made to facilities by Bauxite HS, without first receiving written approval from THE CITY. The Bauxite HS must submit a detailed request in writing to THE CITY'S Park Department (hereinafter, "THE DEPARTMENT").

7. Bauxite HS assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by Bauxite HS. If the repair is neglected for a long period of time THE CITY will make the necessary repairs and bill the Bauxite HS.
8. Bauxite HS must inspect facilities prior to each use. If damage is discovered to equipment or a facility that poses an immediate hazard or danger Bauxite HS must immediately notify THE DEPARTMENT. Damaged equipment or facilities that do not pose a danger or hazard should be discussed with THE DEPARTMENT. Bauxite HS must report any vandalism or theft to THE DEPARTMENT within 24 (twenty-four) hours or next business day.
9. With this agreement, Bauxite HS agrees to pay the charge of High School Swim League fee of $470 to practice during the scheduled practice time (this fee would be $235 if Bauxite decides to only use one lane). Payment must be received by December 31st 2016.
10. Practice Schedule is Monday- Friday, 6:00 am – 7:00 am with up to 2 lanes.
11. The team roster must be turned in before November 1, 2016. Roster must include Name, Last Name, DOB, home address and phone number, emergency contact name, address and contact number.
12. The Department will not provide lifeguard during Bauxite practice times.
13. The Department will provide pass cards for every Bauxite High School Swimmer. Swimmers must present this card to Parks Staff to enter the facility.
14. In order to participate on the Bauxite High School Swim Team and in its practices or meets, Bauxite HS swimmers will not be required to be members of Bishop Park Community Center. However, swimmers who are not members may not under any circumstances be in the aquatic facility without a high school coach or teacher present and supervising them. When practice ends, all non-members must leave before the coach or teacher leaves.
15. Bauxite HS agrees to provide a volunteer for each practice to make sure every Bauxite High School Swim Team member uses the facility for ONLY the practice hours provided by The Department. The Department is not responsible for any injuries or accidents at any time. Proof of insurance must be turned in with the roster.
16. Bauxite HS agrees to return this agreement signed by the appropriate persons and any and all additional requested material before November 1, 2016.
17. Additional conditions to be agreed upon not previously listed:
18. Bauxite HS will control all litter by picking up litter their program creates after each time the facility is used. The litter must be placed in the proper receptacle by Bauxite HS.
19. Bauxite HS will provide proper insurance for the programs they will be operating on city property. Proof of insurance must be attached to this program agreement before regular season starts. Bauxite HS understands that their program participants are in no way covered by insurance by THE CITY OR THE DEPARTMENT.
20. Bauxite HS will submit contact person(s) for after business hours emergencies.
21. At the request of THE DEPARTMENT, Bauxite HS will remove all their equipment at the completion of this agreement period.
22. Bauxite HS will insure that their employees or participants do not attempt to operate equipment belonging to THE CITY OR THE DEPARTMENT.

23. THE DEPARTMENT agrees to the following specific conditions and assurances:
    A. The Aquatic Center area will be maintained on a regular schedule.
    B. THE DEPARTMENT will be responsible Monday - Sunday for the pool chemicals.
    C. THE DEPARTMENT will purchase and replace light bulbs. If extensive damage is caused by weather or vandalism, the replacement time for lights may be longer than usual.
    D. THE DEPARTMENT will attempt to repair damage to facilities in a timely manner, according to repairs needed.
    E. THE DEPARTMENT upon written request by the Bauxite HS will provide a liaison to the Bauxite HS meetings to assure the maintenance program is satisfactory.
    F. Permanent improvements to facilities and fields will become property of THE CITY.
    G. Non-permanent improvements will be retained by Bauxite HS.
24. This Agreement shall automatically be renewed for like terms for successive one (1) year periods until this Agreement is terminated by either party.
25. The party electing to terminate this Agreement shall do so by providing ninety (90) days written notice before the end of the term of this agreement, of that party's intent not to renew this agreement.
26. THE CITY or Bauxite HS may amend this agreement by the mutual assent of both parties.

THE CITY or Bauxite High School Swim Team may amend this agreement by the mutual assent of both parties. If this agreement is amended, it will be written, signed by both parties stated and attached to this original agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in their behalf on BHS; and supersede any and/or all previous agreements, contracts, or leases.

City of Bryant,
A municipal Corporation,

_____, Mayor

Bauxite HS Authorized Agent,

Matt Donaghy,

Dated this 1 day of November, 2016