

**Bryant Parks and Recreation Department  
2019 Program Agreement**

THIS AGREEMENT made and entered into on \_\_\_\_\_, 2019 by and between the CITY OF BRYANT PARKS AND RECREATION DEPARTMENT, doing business at 6401 Boone Road, Bryant, Arkansas (hereinafter called "THE CITY"), and Central Arkansas Sports Club, doing business at 34 Blue Mountain Dr., Maumelle, Arkansas, 72113 (hereinafter called "CASC").

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 Central Arkansas Swim Club 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, Central Arkansas Swim Club 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 August 1<sup>st</sup> 2019 – July 31<sup>st</sup> 2020, as outlined here to CASC for the operation of Central Arkansas Swim Club.

Named property will be used by CASC 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.CASC 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 CITY Facility. CASC 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 CASC, 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 CASC without prior approval by THE CITY.
- 6.No alterations, changes, or modifications to change the intended use may be made to facilities by CASC, without first receiving written approval from THE CITY. The CASC must submit a detailed request in writing to THE CITY'S Park Department (hereinafter, "THE DEPARTMENT").
- 7.CASC assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by CASC. If the repair is neglected for a long period of time THE CITY will make the necessary repairs and bill the CASC.

8. CASC must inspect facilities prior to each use. If damage is discovered to equipment or a facility that poses an immediate hazard or danger CASC must immediately notify THE CITY'S Park Department. Damaged equipment or facilities that do not pose a danger or hazard should be discussed with THE DEPARTMENT. CASC must report any vandalism or theft to THE DEPARTMENT within 24 (twenty-four) hours or next business day.

9. CASC agrees to the competition pool practice schedule provided by THE DEPARTMENT which is:

- 1) Monday 5:00 – 6:30 pm (3 lanes)
- 2) Tuesday 5:00 – 6:30 pm (3 lanes)
- 3) Wednesday 5:00 – 6:30 pm (3 lanes)
- 4) Thursday 5:00 – 6:30 pm (3 lanes)
- 5) Friday 4:00 – 4:30 pm (4 lanes – when high school starts)  
4:30 – 5:30 pm (5 lanes) 5:30 – 6:00 pm (3 lanes)

Changes (if necessary) in the practice schedule must be approved by THE DEPARTMENT. The team roster must be turned in with this agreement.

10. With this agreement, CASC members agree to pay the necessary Bishop Park membership fees in order to use the facility. Because every CASC member is a Bishop Park member, CASC members have the right to use the facility for the regular Bishop Park Hours; Monday-Friday 5am-9pm, Saturday 8am-8pm, Sunday 12pm-8pm. CASC swimmers MUST present their membership IDs to Park Staff every time they enter the facility and MUST CHECK IN every time they use the facility for any purpose.

11. CASC agrees to pay the pool rental fee for any swim meets hosted at the Aquatic Center. The competition pool fee is \$100.00/hour; therapy pool usage fee is \$100/hour. The meet schedule must be turned in with this agreement. Any changes on dates and times must not conflict with THE DEPARTMENT work schedule.

Normal work hours for THE DEPARTMENT are: 8:00AM - 5:00PM Monday - Friday.

12. CASC agrees to pay \$100 a month for the duration of the agreement.

13. CASC agrees to host minimum of 2 swim meets per year for the rates above. CASC has first option to charge admission fees to those events.

14. CASC agrees to pay the current facility fee for any activity that requires more than the provided space and time.

15. CASC will have access to the timing system, starting system, and the scoreboard for the duration of the swim meets. Advertising on scoreboard, and hanging sponsor banners and signs requires approval from the Department.

16. The Department will not provide lifeguards during CASC practices.

17. If requested by the City of Bryant Mayor's Office or City Council, CASC agrees to provide a financial statement of the program(s) that this program agreement is written.

18. CASC agrees to return this agreement signed by the appropriate persons, and any and all additional requested material before September 2, 2019.

19. CASC 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 CASC.

20. CASC 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. CASC understands that their program participants are in no way covered by insurance by THE CITY OR THE DEPARTMENT.

21. CASC will submit a contact person(s) for after business hours' emergencies.

22. At the request of THE DEPARTMENT, CASC will remove all their equipment at the completion of this agreement.

23. CASC will insure that their employees or participants do not attempt to operate equipment belonging to THE DEPARTMENT or THE CITY.
24. 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 CASC will provide a liaison to the CASC meetings to assure the maintenance program is satisfactory.
  - F. Permanent improvements to facilities will become property of THE CITY.
  - G. Non-permanent improvements will be retained by CASC.
25. The term of this Agreement shall be one (1) year, and shall begin on the first day of the month in which this Agreement is executed by the parties.
26. This Agreement shall automatically be renewed for like terms for successive one (1) year periods until this Agreement is terminated by either party.
27. 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.
28. THE CITY or Central Arkansas Sports Club 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 CASC; and supersede any and/or all previous agreements, contracts, or leases.

City of Bryant  
A municipal Corporation,

\_\_\_\_\_, Mayor Allen Scott

CASC Authorized Agent,

\_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019