

WARREN COUNTY YMCA

Facility Agreement for 2012-2013 School Year

Introduction

This agreement prescribes the rules and regulations under which the YMCA shall make its facility available for use by non-YMCA groups. Any questions concerning the interpretation of this policy will be referred to the Executive Director or a designated member of the staff.

Primary Use

The facility of the YMCA is first and foremost for the use of YMCA members and regularly scheduled YMCA programs and activities. When these facilities are not in use by YMCA members and/or groups, they may be reserved for non-YMCA groups.

Non-YMCA Groups

The YMCA will make its facility and/or property available only to non-YMCA groups that meet the following criteria:

- Groups whose purpose and objectives are generally compatible with those of the YMCA and who do not seek to exploit the YMCA name or constituency.
- Groups that are willing and able to take responsibility for their activities and who are willing to abide by the YMCA's rules and regulations.
- Provide and designate a representative who participates in an orientation of the facility, its processes and policies one week prior to the event.

Priorities for Use

Priorities for the use of facilities, property and/or equipment by non-YMCA groups will be given to religious, social, educational, civic, cultural, and community service groups.

Supervision

All groups will be required to designate an individual, 21 years of age or older, who will be responsible for the conduct of the group. This designated group's leader must meet with YMCA staff prior to the anticipated use to review this agreement, rules and regulations, and be oriented regarding each facility and/or equipment to be used. The YMCA will require a minimum ratio of adult supervisors as follows:

- 1 adult to 20 youth (age 15-18 years of age)

This ratio may be achieved by the use of additional qualified coaches or volunteers of the group. The YMCA reserves the right to assign the appropriate number of YMCA certified lifeguards employed by the YMCA.

Standard of Conduct

Any conduct contrary to the purpose of the YMCA is prohibited. The use of all forms of tobacco, alcohol, and/or illegal drugs is specifically prohibited anywhere on the property or in the facility. The YMCA reserves the right to dismiss any individual and/or group that does not maintain the rules of conduct.

Certificate of Insurance

All groups will be required to provide a Certificate of Insurance (General Liability) naming the YMCA as an "additional insured". Vendors of groups using facilities and/or property shall provide a Certificate of Insurance. Coverage extended to the YMCA shall be no less than the association carries and shall be provided one month prior to the season. An updated Certificate of Insurance will be needed annually for each season.

Responsibility for Damage

The individual responsible will be accountable for sharing rules of conduct and the group shall be responsible for all damages to the facility, property and/or equipment caused by the group. The group shall be notified within two (2) business days for the damages and payment required.

Loss of Personal Property

The YMCA assumes no responsibility for the personal property of individuals or groups utilizing the facilities and/or property.

Use of the YMCA Name

Use of the YMCA's facilities does not imply endorsement or sponsorship of any event by the YMCA. Therefore, promotion shall be designed in such a way that no suggestion of endorsement or sponsorship is implied.

Admission Fees

The YMCA acknowledges that the Warren Area High School charges an admission fee to enter the pool deck for high school swim meets. It will be the responsibility of Warren Area High School to collect these fees.

Food

Use of a caterer and/or concession sales are subject to approval by the YMCA.

Decorations

Decorations for any event may be used only upon prior approval of the YMCA. Removal of decorations shall be the responsibility of the Warren Area High School Swim Team immediately following their event.

Rate Schedule

Term, Rate Schedule and Termination

Term: This agreement shall commence on March 31, 2012, and, unless terminated earlier in accordance with the provision herein, shall terminate on March 31, 2013.

Room: Swimming Pool

Rate: \$77.27/hour (remains the same as 2010-2011 & 2011-2012)

NOTE: The hourly charges, to the extent incurred by the District, will be divided into 8 payments (September through April) with April's bill pro-rated and reconciled for actual yearly cost. Meets based on maximum of 7 home meets (not to exceed four hours each) and practices may be held Monday through Friday early morning (6:30-8:00am) and Saturday mornings (7:00-8:30am) during the winter sports schedule.

The parties hereto agree that (i) neither the Warren County School District nor the Warren area High School Swim Team shall be under any obligation to utilize the swimming pool or any of the other facilities, property, and/or equipment encompassed by the terms of this agreement; (ii) the charges assessed to the District shall be limited to only the hourly rate specified above and any damages caused pursuant to the "Responsibility for Damage" provision contained in this agreement; (iii) the District shall only be charged the hourly rate specified above to the extent that the swimming pool or any of the other facilities, property, and/or equipment encompassed by the terms of this agreement are utilized by the Warren Area High School swim Team; and (iv) the District shall have the right to terminate this agreement, with or without cause, upon 3 days written notice provided to the YMCA's Aquatic Director. Likewise, the Warren County YMCA shall have the right to terminate this agreement, with or without cause, upon 3 days written notice provided to the District. In the event of said termination, the District shall only incur the hourly rate specified above for those hours incurred by the District prior to the date of termination.

Administration

Administration of this agreement shall be the responsibility of the Executive Director or a designated member of the staff. Exceptions to the agreement shall be approved by an officer of the YMCA Board of Directors.

Staffing Requirements: 1 lifeguard for practices and meets supplied by the Warren County YMCA

Meets:

- Set up/take down is the responsibility of Warren Area High School Swim Team
- Clean up of pool deck after meet is the responsibility of Warren Area High School Swim Team
- Home meets are to be scheduled for evenings beginning with set-up at 5:35pm and meet start time of 6:30pm
- Home meets may only be scheduled for Monday, Tuesday or Thursday evenings
- No more than seven (7) home meets per season
- Copy of meet schedule must be given to the Aquatic Director no later than October 1 to get meet schedule on the YMCA pool schedule
- Changes in meet schedule must be given to the Aquatic Director as they come
- Storage of Warren Area High School Swim Team equipment during the swim team season must be addressed each season with the YMCA Aquatic Director

Certificate of Insurance received: _____ season 2012-2013

Group Name: Warren County YMCA

Contact Person: Cathy Peterson, Aquatic Director

Aquatic Director: _____ (Signature)

Date: _____

Groups Name: Warren Area High School Swim Team

Contact Person: Mr. Jeff White, Athletic Coordinator, Warren Area High School

Board President: _____ (Signature)

Date: _____

ATTEST:

Board Secretary