

Agreement between
Sequim School District No. 323

And

YMCA of Sequim

This agreement is entered into this _____ day of _____ 2017 by and between the SEQUIM SCHOOL DISTRICT No. 323, a Washington Municipal Corporation ("SCHOOL DISTRICT") and YMCA of Sequim ("YMCA"), a branch of the Olympic Peninsula YMCA.

For and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

YMCA of Sequim hereby agrees to furnish use of the following-prescribed portions of its facility located at 610 N. Fifth Avenue, Sequim, WA to the SCHOOL DISTRICT for use by a school sponsored swim team, for the times specified, within the general time frame between August 20th, 2017 and March 15, 2018.

1. The following facilities and times will be made available:
 - A. Swimming lanes shall be provided per Addendum 1. School District Swim Team will be admitted to YMCA 15 minutes before schedule practice times. Swim Team members are responsible for moving lanes, subject to the direction of the on-duty supervisor. Lane lines may be moved beginning at 3pm.
 - B. School District is responsible for routine inspections of starting blocks during swimming season. School District will report any starting block maintenance, concern, or problems to YMCA in a timely manner.
 - C. Lane areas for **swim meets** will be held according to the schedule assigned by the SCHOOL DISTRICT's governing sports league. SCHOOL DISTRICT will provide YMCA with meet schedules upon release. Swim team participants will be admitted to YMCA 30 minutes prior to the scheduled swim meet times. Additional set up such as chairs, tables, etc., may begin 30 minutes before a scheduled meet time. Timers, judges, etc., will be permitted on deck 30 minutes before a scheduled swim meet. SCHOOL DISTRICT shall be responsible for set up and take down of all equipment used during the swim meet, including, without limitation, timers, tables, chairs, and flags.
 - D. All coaches, volunteers, judges, and others associated with swim practice or any swim meet must wear appropriate pool attire and clean deck appropriate shoes or bare feet. Street shoes are prohibited.
 - E. Swim team may practice outside of hours provided in Addendum 1, upon request from SCHOOL DISTRICT and approval from YMCA. The school district shall be charged the same rates for additional time as for hours provided in Addendum 1.
 - F. SCHOOL DISTRICT shall provide the name and contact information for all coaches and approved chaperones. SCHOOL DISTRICT shall also provide the name of each swimmer. The roster shall be updated in a timely manner as team members add or drop.
 - G. YMCA members on the swim team will be asked to follow check in procedures if they wish to use additional parts of the facility before or after practice. Non-YMCA members

on swim teams may use facility amenities before or after practice if they follow facility guest guidelines.

2. Students and coaches may use YMCA locker room and shower rooms when engaged in activities related to the above-referenced swim team activities. A coach or other same gender chaperone shall remain on site and/or in the locker room for supervision purposes until team members leave.
3. Availability of locker rooms and showers are subject to facility closures. YMCA will make every attempt to notify SCHOOL DISTRICT of any changes.
4. All usage of YMCA facilities shall be subject to YMCA current YMCA rules and regulations.
5. SCHOOL DISTRICT shall provide a coach with a current swim coach certification to be present on the pool deck during all practice and meeting times.
6. A. For the facility usage described in this Agreement, SCHOOL DISTRICT shall pay YMCA \$12.50/hr/lane. Any proposed change in the number of lanes must be made in by SCHOOL DISTRICT in writing for YMCA approval.

B. The YMCA will charge \$375.00 for all swim meets. The YMCA will reserve its pool for the swim meet from 2:45pm-5:15pm. SCHOOL DISTRICT will notify YMCA of any swim meet cancellations or time modifications. If a scheduled meet continues past 5:15pm or needs to begin prior to 2:45pm, the YMCA will charge the school district \$150/hr for these modifications.

C. YMCA will issue an invoice to SCHOOL DISTRICT for time used and meets monthly to be paid in full within thirty days of invoice.

7. SCHOOL DISTRICT shall at all times indemnify and hold harmless YMCA, its officers, employees, and volunteers, from any and all claims, injuries, damages or losses, including attorney's fees, arising out of, or in connection with SCHOOL DISTRICT'S usage of YMCA facilities. The SCHOOL DISTRICT shall assume full responsibility to respond to any and all emergencies associated with their activities and have adequately trained staff and first aid supplies on site to do so. SCHOOL DISTRICT swim team coaches shall immediately notify YMCA staff in the event of any injury or possible injury to any swimmer. YMCA will render assistance as appropriate.

8. SCHOOL DISTRICT shall provide to YMCA proof of insurance, with combined single limits of at least One Million Dollars (\$1,000,000.00) for any liability the SCHOOL DISTRICT may incur because of its use of YMCA facilities. Such proof of insurance shall be in a form acceptable to counsel for YMCA, and shall be submitted to YMCA for review no later than Ten (10) days after agreement is signed.

9. SCHOOL DISTRICT expressly assumes all risks associated with use of starting blocks and competitive dives. The indemnity provision of this agreement fully applies to starting blocks and competitive diving by school district.

10. YMCA assumes no responsibility for supervision of students engaged in swim team activities. SCHOOL DISTRICT will be fully responsible for providing all necessary supervision and coaching for the swim team. Failure of the school district to provide adequate supervision and/or to abide by YMCA rules and regulations shall be grounds for immediate termination of this agreement by YMCA.

11. The SCHOOL DISTRICT has inspected the premises, and accepts the premises and facilities in the condition in which they existed on the commencement date of the agreement.

12. This agreement may be terminated by either party if, after thirty (30) days' notice of a breach of any of the terms of the agreement to the party in the breach, the party has failed to correct the breach.

SEQUIM SCHOOL DISTRICT No. 323

OLYMPIC PENINSULA YMCA

By: _____

By: _____

Date: _____

Date: _____

Addendum 1

Girls Swim Team Schedule

August 21st 2017 – October 22nd 2017

Monday through Friday 3pm-5pm 5 Lanes

Saturday 8am-10am 2 Lanes

No use on:

Saturday September 2nd

Monday September 4th

Home Swim Meets:

Tuesday September 12th

Thursday September 14th

Thursday September 21st

Thursday September 28th

Thursday October 5th

Boys Swim Team Schedule

November 6th 2017 – February 16th 2018

Monday through Friday 3pm-5pm 2 Lanes

No use on:

Wednesday November 22nd

Thursday November 23rd

Friday November 24th

Monday December 25th

Monday January 1st

Home Swim Meets:

Provided to YMCA when schedule is released.