

RENTAL AGREEMENT

THIS RENTAL AGREEMENT (the "Agreement") is entered into and is effective as of July 1, 2022, by and between **Park Hill School District** ("PHSD" or "District") and **Northland United Swim Team, LLC** ("NLU").

WITNESSETH, that in consideration of the agreements contained herein and for other good and valuable consideration, PHSD and NLU agree as follows:

1. **FACILITY AND USE.** PHSD rents the Park Hill School District Aquatic Center ("PHSDAC"), located at 8152 N. Congress, Kansas City, Missouri 64153, to NLU for use as a practice facility, subject to the following conditions.

A. Practice Times. NLU will have access to the PHSDAC for practice during the following times:

Monday - Friday During HS Swim Season Aug 1- Feb 28

- NLU may hold practice any morning, Monday-Friday, prior to 7AM. All morning practices must be coordinated with Park Hill High School and Park Hill South High School swim coaches.
- NLU will have access to six (6) swim lanes and the diving well beginning at 5:45PM Monday-Friday.
- NLU must conclude all evening practices by 7:15PM on Monday- Friday.
- PHSD encourages all NLU coaches to end practices at 7:10PM so that swimmers have adequate time to gather their belongings and return all equipment to the proper location.

Monday-Friday March 1- July 31

- NLU may hold practice any morning, Monday-Friday, prior to 7AM.
- NLU will have access to six (6) swim lanes and the diving well beginning at 4:30PM.
- NLU must conclude all evening practices by 6:30PM on Monday-Thursday, and by 7:00PM on Friday.
- PHSD encourages all NLU coaches to end practices at 6:25PM so that swimmers have adequate time to gather their belongings and return all equipment to the proper location.

Saturday

- NLU will have access to the PHSDAC on Saturday mornings unless a PHSD swim team is practicing.
- NLU will conclude all Saturday morning practices by 9:00AM.

B. Other Conditions.

i. PHSD will have priority in regards to pool space and time. NLU practices may be cancelled due to District obligations.

ii. PHSD is not responsible for pool closure due to inclement weather, chemical imbalance or mechanical failure.

iii. NLU and its guests are subject to all PHSD policies, regulations and rules.

iv. NLU will clean the PHSDAC of all debris and trash (e.g. water bottles, food wrappers, etc.) accumulated during its use of the facility.

v. NLU coaches shall stay at the PHSDAC until the last swimmer has exited the building and left the campus.

vi. NLU swimmers are at no time to be left unattended. NLU swimmers are not allowed in the staff room or office.

2. **TERM.** The term of this Agreement shall commence on July 1, 2022 and end on June 30, 2023. NLU may terminate this Agreement by providing 90 days' written notice to PHSD.

3. **RENT.** NLU will pay PHSD \$2,000.00 per month as a rental fee. The rental fee includes the practice times identified above, but does not include any additional practice times, team meetings, banquets, swim meets, clinics, etc. Should the district need to close the Aquatic Center for repairs, renovations or unforeseen circumstances, monthly rental will be prorated in quarter increments based upon weekly availability and usage. Payment shall be made directly to the PHSD Aquatic Director or Assistant Aquatic Director, or payment may be mailed to: Park Hill School District Aquatic Center, 8152 N. Congress, Kansas City, Missouri 64153. Payments must be received by the 10th of each month. Payments received after the 10th will be charged a \$150 late fee.

For an additional fee, and subject to availability, NLU may rent the PHSDAC on Friday evenings (7:00pm to 10:00pm), Saturdays, and Sundays. Rental agreements are available to request such additional use and should be filled out at least one month in advance of the event. Rental rates are dependent upon the number of expected swimmers and amount of time that the pool will be used.

4. **EQUIPMENT USAGE.** Monthly rental rates described above include the usage of PHSDAC kickboards, swim buoys, lane lines, starting blocks, and pace clocks; however, NLU

swimmers are not allowed to use the starting blocks unless a certified USA Swimming coach is present. Further, monthly rental rates do not include the usage of any Park Hill High School or Park Hill South High School equipment. Any equipment owned by the PHSD may not be removed by NLU from the PHSDAC. At the conclusion of NLU practice, all PHSD equipment should be returned to its proper storage area and personal belongings should be taken home.

5. **NLU BELONGINGS.** The District is not responsible for the storage of NLU equipment or NLU swimmers' personal belongings. NLU swimmers are encouraged to lock personal belongings in a locker within the PHSDAC locker rooms. NLU swimmers may not store flippers, hand paddles, goggles, water bottles, towels, or other equipment in the staff room, filter room or anywhere else at the PHSDAC. Locks are not to be left on lockers overnight and will be removed by PHSDAC staff. The PHSD is not responsible for lost or stolen items.
6. **CERTIFICATIONS.** All NLU Swim Coaches shall be properly certified through USA Swimming. All coaches must also carry proper CPR/AED certification. Although not required, PHSD encourages all NLU coaches to maintain lifeguard certification through the American Red Cross. Proof of all certifications will be provided by NLU to the PHSD annually.
7. **ALTERATIONS.** NLU shall not make, or allow to be made, any alterations, additions, improvements, installations or replacements of or to all or any part of the PHSDAC without PHSD's prior written consent.
8. **INDEMNIFICATION.** NLU shall indemnify, defend and save harmless PHSD, its officers, directors, board members, insurers, employees, and agents, from and against any and all claims, actions, liabilities and costs and expenses (including attorney's fees) incurred by PHSD or asserted against PHSD in connection with: (i) the occupancy or use by NLU of the PHSDAC, (ii) any act or omission of NLU, its agents, contractors, employees, servants, or invitees, or (iii) any breach by NLU of NLU's obligations under this Agreement, excluding only those matters caused by the willful misconduct or negligence of PHSD, its officers, agents, or employees. If any action or proceeding is brought against PHSD, its officers, directors, board members, insurers, agents, or employees, by reason of any of the aforementioned causes, NLU, upon receiving written notice therefrom from PHSD, agrees to defend such action or proceeding by competent counsel approved by PHSD at NLU's expense.
9. **INSURANCE.** NLU, at its expense, shall at all times during the term of this Agreement maintain commercial general liability insurance, including bodily injury and property damage, with contractual liability endorsement, insuring NLU and PHSD in an amount of not less than Two Million Dollars (\$2,000,000.00) combined single limits each occurrence for bodily injury and third-party property damage. NLU shall provide PHSD with a certificate of insurance showing PHSD as an additional insured. This certificate shall provide for a thirty (30) day written notice to PHSD in the event of cancellation or material change in the coverage. NLU shall give prompt notice to PHSD in case of any casualty damage to or accident at the PHSDAC.
10. **DEFAULT:** NLU shall be in default under this Agreement if any one of the following

events occur:

(a) NLU fails to pay when due any installment of rent or any other sum due under this Agreement and such default is not remedied within five days after written notice from PHSD; or

(b) NLU fails to keep, observe or perform any other term, covenant or condition of this Agreement within fifteen days after written notice from PHSD, provided, however, that if the nature of the default is such that it cannot reasonably be remedied within such 15-day period, NLU shall not be in default if NLU begins to remedy the default within such 15-day period and diligently prosecutes the remedy to completion.

11. **DISTRICT'S REMEDIES:** After an event of default occurs, PHSD may, at PHSD's option, without further notice or demand, exercise any remedy available to it at law or in equity including the termination of this Agreement. The rights and remedies of PHSD under this Agreement and any others provided by law shall be construed as cumulative and no one of them is exclusive of any other right or remedy. Such rights and remedies shall further be continuing rights, none of which shall be exhausted by being exercised on one or more occasions.

12. **ATTORNEYS' FEES:** If either party employs an attorney or attorneys to enforce any of the provisions of this Agreement, the defaulting party agrees to pay all attorneys' fees, court costs and litigation expenses reasonably incurred by the non-defaulting party, regardless of whether any legal action or proceeding is commenced.

13. **ASSIGNMENT.** NLU may not assign or transfer any right, title and interest in and to this Agreement or sublet or allow any other person or entity to use all or any part of the PHSDAC, without PHSD's prior written consent. Notwithstanding PHSD's consent to any assignment or sublease, NLU shall remain fully responsible and liable for the payment of rent and for compliance with all of NLU's other obligations set forth in this Agreement.

14. **NO WAIVER.** Any law, usage or custom to the contrary notwithstanding, it is hereby covenanted and agreed that either party to this Agreement shall have the right at all times to enforce each and every one of the terms, provisions, covenants, agreements, undertakings and conditions of this Agreement in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of either of the parties to this Agreement in refraining from so doing at any time or times.

15. **MISCELLANEOUS PROVISIONS.**

A. Enforceability: Binding Effect. This Agreement constitutes the entire agreement of the parties which incorporates and supersedes all prior written and oral understandings and may be modified only by a writing signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties, their successors or assigns.

B. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the

remainder of this Agreement and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

C. Notices. All notices, consents or approvals (“notices”) under this Agreement shall be in writing and shall be given by hand delivery or by prepaid United States certified mail. All notices shall be addressed to the parties at their respective addresses set forth on the first page of this Agreement or such other address as specified by a party in a notice given to the other party in accordance with this provision. Notices sent by certified mail shall be deemed given two (2) business days after they are mailed. Notices given by hand delivery shall be deemed given upon delivery.

D. Time. Time is of the essence of this Agreement and each and every provision contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PARK HILL SCHOOL DISTRICT

By: _____

Name: _____

Its: _____

NORTHLAND UNITED SWIM TEAM, LLC

By:  _____

Name: Jennifer L Johnson

Its: Board President