

FACILITY USE AGREEMENT

Phoenix Swim Club
3901 E. Stanford Drive
Paradise Valley, AZ 85253
Phone: 602-468-0319

1. ORGANIZATION

Name of Organization ("User"): Town of Paradise Valley c/o Police Department
Mailing Address: 6433 E. Lincoln Drive, Paradise Valley, AZ 85253
Email Address: smcghee@paradisesevalleyaz.gov
Responsible Person: Steven McGhee
Telephone: 480-348-3567

2. INSURANCE

Insurance Company:
Policy Number:

3. EVENT

Event Date(s): Camelback Mountain Solar Plunge, March 28, 2020

4. FACILITIES: Pool Rental

Facilities Requested	Quantity	Unit	Unit Rate	Extension
Pool /Deck Use	Pool use, deck and classroom		N/C	N/C
Personnel				
N/A	2 Lifeguards (4 Hours Each)	8 hours	\$50	\$400
Equipment				
N/A				
Utilities				
N/A				
	Deposit listed in Agreement - Waived			
			SUBTOTAL	\$400
			TOTAL FEES	\$400

5. ADDITIONAL PROVISIONS:

A deposit of \$500.00 is due upon signing of this agreement. The balance will be due upon arrival. Visiting team may be responsible from configuring lane lines from short course to long course or vice versa, and for covering or uncovering the pool.

6. PREMISES. The user agrees that s/he has inspected the premises and accepts them in the condition found.

7. FACILITIES RULES & PROCEDURES: The following specific rules shall be observed while User is using the Phoenix Swim Club ("PSC"). User shall be responsible for complying with and enforcing these rules, to the extent related to this event, and User shall be liable for any damages resulting from the act or omission of User, its employees, agents, guests or invitees:

Possession or consumption of alcoholic beverages or gambling anywhere on the premises is prohibited. All laws relating to the operation of facilities of the State of Arizona are incorporated into this License.

No concession stand shall be operated by User unless specifically authorized.

Food and drink shall be allowed in designated areas only, or as approved by Director of the Facility.

Use of tobacco products is prohibited.

No weapons and dangerous instruments shall be permitted on the premises at any time.

Persons attending the function shall confine themselves to the specific part of the facility assigned to User. Two restrooms are available for use. The locker room may only be used if specified in the License agreement.

PSC reserves the right to approve all advertising in conjunction with the License.

Use of PSC equipment or supplies shall not be permitted without prior specific written permission and payment by User of agreed upon charges for same.

All facilities must be vacated by 10:00 p.m. on weekday, 10:00 p.m. on Saturdays and Sundays. User is responsible for compliance with this policy.

Preparation of the grounds or facility for User's program shall not interfere in any way with existing PSC programs at any location.

User agrees to take proper care of the facility, including covering and uncovering pools when necessary, and to restore the facility to the condition in which it was found, normal wear and tear excepted, by the end of the work day following the last-scheduled activity. PSC shall be the sole judge in this matter.

User agrees that if the facility has not been restored to the original condition by the day following the last scheduled activity, PSC shall restore the facility and the reasonable cost of such restoration shall become the financial obligation of User.

No glass containers or breakable articles shall be kept on the premises of any athletic/outdoor facility.

Use of outside public address systems, music or any amplified sound is prohibited unless such devices do not exceed ambient noise levels at the property lines. Use of such devices must be approved by the Director of the Facility.

Use of exterior lights shall be limited to events specified under the License agreement and only with permission from the Director of the Facility.

PSC reserves the right to add to, delete or modify these rules as necessary.

User's compliance with these and other Rules shall be determined by the Director of the Facility in his/her sole discretion.

8. INDEMNIFICATION

To the fullest extent permitted by law, User shall defend, indemnify, and hold harmless Phoenix Swim Club, BEST Swim Club, Inc., Phoenix Country Day School, and their agents, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) related to or arising from the acts, errors, mistakes, omissions, or use of facility by User, its agent, employees, invitees, guest, or any tier of its subcontractors in the use of this facility. The amount and type of insurance coverage requirements of this Agreement will in no way be construed as limiting the scope of Indemnification in this paragraph.

9. INSURANCE

User shall maintain during the term of this facility use insurance policies described below issued by companies licensed in Arizona with a current A.M. Best rating of A:III or better. At the signing of this Agreement, Contractor shall furnish to the Phoenix Swim Club certificates of insurance evidencing the required coverages, conditions, and limits required by this Agreement at the following address:

Sandy Lee, Director
Phoenix Swim Club
3901 E. Stanford Drive
Paradise Valley, AZ 85253

The insurance policies, except Worker's Compensation, shall be endorsed to name Phoenix Swim Club, BEST Swim Club, Inc., Phoenix Country Day School, its agents, officers, officials employees, and volunteers as additional insureds with the following language or its equivalent:

Phoenix Swim Club, BEST Swim Club, Inc. and Phoenix Country Day School and their agents, officers, officials, employees, and volunteers are hereby named as additional insureds as their interest may appear.

In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for two years past expiration of this Agreement and must be evidenced by annual certificates of insurance. The insurance policies shall be endorsed stating that they shall not expire, be canceled, suspended, voided or materially changed without 30 days written notice by certified mail to the PSC Risk Manager. Contractor's insurance must be primary, and any insurance or self-insurance maintained by PSC shall not contribute to it. If any part of this Agreement is subcontracted, these insurance requirements also apply to all subcontractors: Insurance coverage required under this Agreement is:

9.1 Commercial General Liability insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage, including but not limited to, the liability assumed under the indemnification provisions of this Agreement.

9.2 Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each

occurrence with respect to Contractor's owned, hired, and non-owned vehicles; and

9.3 Worker's Compensation insurance with limits statutorily required by any Federal or state law and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

10. DEFAULT AND REMEDIES

User's breach of this Agreement or failure to comply with any Rules (whether set forth above or subsequently established) may result in the suspension of the Event and/or the termination of this Agreement in the sole discretion of the Director of the Facility. PSC also reserves the right to pursue all other legal and equitable remedies available.

11. GENERAL PROVISIONS

This agreement shall be governed by the laws of the state of Arizona. The person signing below warrants his/her authority to sign on behalf of User. This Agreement may be signed in counterpart and facsimile or photocopy signatures are binding upon the parties.

12. ACCEPTANCE

In signing, the User stipulates that s/he has read, understands, and accepts the terms of this agreement.

Signature of User

Date

Phoenix Swim Club

Date