

## WELCH POOL BATHHOUSE USE AGREEMENT

THIS WELCH POOL BATHHOUSE USE AGREEMENT ("Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between:

**CENTRE REGIONAL RECREATION AUTHORITY**, a municipal authority organized under the laws of the Commonwealth of Pennsylvania, having offices at 2643 Gateway Drive, State College, Pennsylvania, party of the first part, hereinafter referred to as "**Authority**,"

- A N D -

**STATE COLLEGE AREA SCHOOL DISTRICT**, a school district organized under the laws of the Commonwealth of Pennsylvania, having administrative offices at 131 W. Nittany Avenue, State College, Pennsylvania, party of the second part, hereinafter referred to as "**School**."

### RECITALS:

School is the owner of certain real premises situate along Westerly Parkway in the Borough of State College, Centre County, Pennsylvania, upon which has been constructed swimming pool related recreational facilities known and operated as the William L. Welch Community Swimming Pool, hereinafter referred to as "**Welch Pool**." Welch Pool and related recreational facilities are owned by and have been and are being operated and maintained by Authority. Authority is in the process of renovating Welch Pool and as a part of that renovation a new bathhouse will be constructed.

School has requested permission to utilize the bathhouse as a changing room and restroom facility for use by School sports teams during the spring and fall sport seasons. In addition, the bathhouse would be available to School for use from April 15<sup>th</sup> through the Friday

before the Memorial Day weekend and from the day after Labor Day through October 31<sup>st</sup> as approved by the Authority and as outdoor temperatures permit (since the building is not heated), provided School submits a written request for specific daily uses for the upcoming season to the Authority as specified below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the parties hereunto do hereby agree as follows:

1. Facility Utilization. School will have access to the bathhouse constructed as a part of Authority's pool facilities on a schedule acceptable to the Authority for utilization by School's sports teams as changing rooms and restroom facilities each spring and fall from April 15<sup>th</sup> through 5:00 p.m. the Friday of Memorial Day weekend, and from the Tuesday after Labor Day through October 31<sup>st</sup> on such dates and times approved by the Authority and as School requests in writing to Authority by July 1<sup>st</sup> for each upcoming academic year. Since the building is not heated, the approved schedule may be revised by the Authority staff if temperatures are near or below freezing.

2. Access. Bathhouse will be constructed by Authority to include one exterior door into each changing room specifically for School use. Locking access will be provided to School. Construction of the access will be the responsibility of Authority. School will not permit access outside the terms of this Agreement and all access will be supervised by school personnel. Access will not be permitted without school supervision.

3. Inspections. It is agreed that Authority staff and School staff will jointly conduct walk-through inspections of the Bathhouse to document pre-season and end-of-season conditions. Both parties will be responsible for signing the inspection form, which will be used

to establish any necessary repairs resulting from School use of the Bathhouse. Four (4) inspections (two (2) for Spring uses, two (2) for Fall uses) shall be held each year.

4. Operating Costs. School will reimburse Authority for customary and usual costs related to providing access and maintaining the shared facility, utility costs and any repairs necessitated by School use. Authority will provide to School an itemized invoice on a monthly basis with terms net 30 days. The fee schedule to establish the basis for those reimbursements shall be determined by Authority as part of their annual budget process and the fees shall be based upon utility, labor and repair costs. School will be responsible for securing the buildings and turning off designated lights at the end of each daily use. School agrees to regularly remove any trash and litter from exterior grounds during the academic year. For all other time periods, Authority will be responsible for removing trash and litter from exterior grounds located adjacent to the Bathhouse.

5. Conduct Rules. During School's use of the property, School student conduct rules and policies will apply to any property utilized under the terms of the within Agreement. Supervision and security will be provided by School.

6. Hold Harmless. School agrees to indemnify and hold Authority harmless from any and all claims for personal injury or property damage caused or occasioned by School's use of the property. Authority will not be responsible for any loss of School's or its student's private equipment or personal items. School and Authority will coordinate insurance coverages for School's utilization of the bath facility in accordance with the provisions of this Agreement and School will provide notice of such coverage to Authority on an annual basis. Such insurance coverage shall be in accordance with the standards in Section 7 of the William L. Welch Community Swimming Pool Shared Access and Reciprocal Parking Agreement.

7. Term. The within Agreement shall have a term of one (1) year commencing on the first day of July, 2010, and terminating on the thirtieth day of June, 2011. Authority and School will then evaluate the shared use and consider subsequent agreements.

8. Contact Information: Correspondence related to this agreement shall be directed to:

Centre Regional Recreation Authority

Attn: Director of Parks and Recreation

2643 Gateway Drive, State College, PA 16801

State College Area School District

Attn: Director of Physical Plant

131 W. Nittany Ave., State College, PA 16801

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

ATTEST:

AUTHORITY  
CENTRE REGIONAL RECREATION AUTHORITY

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Chairperson

ATTEST:

SCHOOL:  
STATE COLLEGE AREA SCHOOL DISTRICT

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

