



AQUATIC CENTER FACILITY USE AGREEMENT

This Aquatic Center Facility Use Agreement together with Appendix A (collectively referred to as “Agreement”) is made effective on the _____ day of _____, 2024 (the “Effective Date”) between the Racine Unified School District (“RUSD” or “District”) and individual Renter, _____, or Group/Team/Business _____, doing business as _____, located at _____, _____,

Wisconsin, _____ (collectively referred to as “Renter”). **When the rental is for an individual, the terms and conditions set forth in this Agreement shall apply to the individual entering into the Agreement. References to team/athlete, board members, officers, employees, agents, representatives, and participants, spectators, guests, and visitors shall be applicable to the individual renter only, and requirements for insurance shall not apply.** Should a conflict exist between the Aquatic Center Facility Use Agreement and Appendix A, the Aquatic Center Facility Use Agreement supersedes Appendix A.

Definitions.

1.1 **District:** When used in this Agreement, the term “District” shall mean the Racine Unified School District, its board members, officers, employees, agents, and representatives.

1.2 **Renter:** When used in this Agreement, the term “Renter” shall mean an individual renter, OR Group/Team/Business and its board members, officers, employees, agents, representatives, and participants.

1.3 **Premises:** District owns certain real property known as Racine Unified School District Aquatic Center, located at 7567 Washington Avenue, Mount Pleasant, Wisconsin (“Premises”). The District agrees to allow the Renter to utilize certain areas of the Premises for the following purposes: open swim; team or personal practice; team competition; birthday parties; meetings; or other legal and appropriate uses which shall be explicitly set forth in writing and approved by RUSD. The Renter shall ensure that the Renter, participants, guests, visitors, and spectators comply with all District policies and procedures while on the Premises.

Rental Process. Renter shall check for availability of Premises and make reservation(s) in person, over the phone at _____, or via email at _____

_____, at least fourteen (14) calendar days in advance of the date that Renter wishes to use the Premises. The request shall be made by a person who is at least eighteen (18) years of age, who shall assume responsibility for the Rental and be present during the entire Rental period.

Rental Use Fees. Renter agrees to pay RUSD Rental Use Fees to use available portions of the Premises, as set forth in Appendix A. Rental Use Fees shall be paid to RUSD at least seven (7) calendar days in advance of the date that Renter wishes to use the Premises, or the reservation shall be cancelled. Inaccurate or false information may result in cancellation of Renter's reservation and loss of any Rental Use Fees paid.

Team Events. Team/Athlete/Entry Fees, session counts, and requests for vendor approval shall comply with Appendix A. Cancellation requests initiated by the Renter must comply with Appendix A, or Rental Use Fees shall be forfeited.

Clean-Up and Damage Fees. Renter understands and agrees that the Premises must be left in the same clean and orderly condition for which the Renter found it. Renter shall receive an invoice within seven (7) calendar days from the date of the rental for excessive cleanup costs or damage to the Facility in excess of normal wear and tear. Renter shall be responsible to pay RUSD within twenty-one (21) calendar days from date of the invoice. Any invoice that remains unpaid after twenty-one days shall be subject to a 2% fee on the amount outstanding. After thirty (30) days, the Renter shall be responsible to pay the unpaid balance at a rate of 6% per month until the amount is paid in full.

Term. The Term of this Agreement shall commence on the Effective Date and expire at the end of the rental period.

Scope and Conditions of Use.

Parking: The Renter and Renter's board members, officers, employees, agents, representatives, participants, guests, visitors, and spectators shall have access to use parking available at the Premises on a non-exclusive basis. The Renter understands and agrees that it may share the parking Premises jointly with the District as well as members of the public and other Renters. Renter shall ensure that the Renter, and Renter's board members, officers, employees, agents, representatives, participants, guests, visitors, and spectators comply with District's parking rules and regulations.

Common Areas and Restrooms/Locker Rooms: The Renter and Renter's board members, officers, employees, agents, representatives, participants, guests, visitors, and spectators shall have the right to use the entrances and corridors ("Common Areas") necessary to secure access to the Premises (on a non-exclusive basis), as well as the restrooms/locker rooms.

Alterations: The Renter and Renter's board members, officers, employees, agents, representatives, participants, guests, visitors, and spectators are strictly prohibited from making any alterations or additions to any part of the Premises.

Prohibited Uses: Renter agrees that it shall not use the Premises or allow the use of the Premises in any manner which: (i) causes or creates a nuisance or danger, (ii) is obnoxious, (iii) could cause harm to the District's personnel, property or reputation; (iv) detracts from the nature of the Premises, (v) is illegal, (vi) is immoral; (vii) materially interferes with the District's use of the Premises, or (viii) could unreasonably increase the cost or terms of any existing insurance policy or would otherwise cause a cancellation of any District insurance policy covering the Premises.

Representations and Warranties of Renter.

Responsibility for Use of Premises: Renter shall be responsible for the care, custody, control, supervision and security of its board members, officers, employees, agents, representatives, participants, guests, visitors, and spectators while entering, exiting and utilizing the Premises.

Compliance with Applicable Laws, Rules and Policies: In using the Premises, Renter represents and warrants to District that Renter and the Renter's board members, officers, employees, agents, representatives, participants, guests, visitors, and spectators shall:

- (a) abide by all federal, state and local laws, regulations and ordinances;
- (b) meet the standards set by any federal, state or local agency which may have regulatory or administrative control over the District's Premises or Renter's activities or events;
- (c) meet all state and local license requirements for its employees and agents;
- (d) comply with all applicable federal and state employment laws prohibiting discrimination in the work place;
- (e) comply with the District's policies and procedures for use of the Premises; and
- (f) comply with all applicable confidentiality laws, rules and regulations about student privacy rights.

A breach of these representations and warranties by Renter shall provide District with the right to immediately terminate this Agreement upon written notice to the Renter.

Background Checks: Prior to the Renter using RUSD's Premises, Renter represents and warrants that it will perform background checks including OIG, HHS, and Sex Offender Registry searches on each such person who may provide any service or activity on the Premises which may result in them engaging with any RUSD student. At the District's request, Renter agrees to provide RUSD with the results of any background check. RUSD retains the right to refuse to permit any person from providing any service or activity on the Premises based upon the results of the background check. Renter represents and warrants that under no circumstances will it allow any person to provide any service or activity on the Premises if there is any evidence that such person

could cause harm to the District, its board members, officers, employees, agents, students, or representatives.

Assignment. Renter shall not assign, transfer, or encumber rights under this Agreement, in whole or in part, without the prior written consent of the District.

Indemnification. Renter agrees to indemnify, defend and hold harmless District, its board members, officers, employees, agents, or representatives from and against any and all claims, actions, demands, damages, injuries, injunctions, suits, fines, penalties, judgments, awards, costs, expenses or liability whatsoever, in connection with any claims arising out of (a) any negligent or intentional act or omission of Renter, its board members, officers, employees, agents, representatives, participants, guests, or visitors resulting from Renter's use of the Premises; (b) breach or default by the Renter of any of its obligations under this Agreement; or (c) breach of any representation or warranty made by the Renter under this Agreement. The obligations under this section shall survive the expiration or earlier termination of this Agreement.

Insurance.

Renter's Insurance: At all times that the Renter utilizes the Premises, Renter shall keep in full force and effect a commercial general liability insurance policy and a property damage insurance policy with respect to the use of Premises with a combined single limit of liability of at least One Million Dollars (\$1,000,000). In addition, Renter shall maintain an umbrella policy of insurance with limits of liability of not less than Three Million Dollars (\$3,000,000). Any change in the carriers or coverage shall be subject to the prior written consent of the District.

Certificate of Insurance: Prior to Renter's rental of the Premises, Renter shall deliver to the District a certificate issued by the insurance carrier for each policy of insurance required to be maintained under the Agreement, with the District named as an additional insured.

Termination.

Termination for Cause: Renter's failure to pay Rental Use Fees, failure to comply with any representation or warranty, or a failure to perform any covenant or obligation of this Agreement shall constitute a breach. The District may terminate this Agreement for cause if the Renter breaches any provision of this Agreement. Upon termination, RUSD shall have the right to recover from Renter the amount of unpaid Clean Up or Damage Fees. In addition, RUSD shall have the right to seek recovery for any collection costs, or attorney's fees incurred because of Renter's breach of this Agreement.

Termination for Convenience: The District may terminate this Agreement for the District's convenience without cause, with three (3) calendar days' notice to the Renter. If the District terminates the Agreement for convenience, Renter's sole and exclusive remedy of recovery shall be a refund of any Rental Use Fees paid to the District.

Right of Access by the District. Renter shall permit the District full access to the Premises to allow RUSD to perform its obligations under this Agreement.

Surrender of Premises.

Return of Premises: At the end of the Rental Term, or upon earlier termination of this Agreement, Renter shall peaceably surrender the Premises back to the District in good condition and repair.

Personal Property: Any personal property owned by the Renter, its board members, officers, employees, and agents, representatives, participants, guests, or visitors shall be promptly removed at the end of the Rental Term. Any personal property left on the Premises at the end of the Term shall become the property of the District and shall be disposed of as the District chooses in its sole discretion.

Authority of Parties to Enter Into This Agreement. The District and Renter each represents and warrants that they are duly authorized to enter into this Agreement.

Non-Exclusivity. Nothing in this Agreement shall prevent the District from entering into similar agreements with other Renters.

Additional Provisions.

Partial Invalidity: If any provision of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain valid and in force to the fullest extent permitted by law.

Notices: Any notices required under this Agreement shall be provided by facsimile or overnight mail to the addresses set forth below.

To Racine Unified School District:

Racine Unified School District
c/o Chief Financial Officer
3109 Mt Pleasant Street
Racine WI 53404

To Renter:

Waiver: The waiver by the District of any term, covenant, or condition of this Agreement shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of any term, covenant, or condition.

Choice of Law: This Agreement shall be governed by the laws of the State of Wisconsin, Racine County, without reference to its conflict of laws principles.

Force Majeure: In the event that District is prevented, delayed, or stopped from performing any act, undertaking, or obligation under this Agreement by reason of an event of force majeure, including, without limitation, COVID 19, or any federal, state, or local rules or guidance related to it, excessive adverse weather, strikes, lockouts, labor disputes, failure of power, acts of public enemies of the state or the United States of America, riots, insurrection, acts of terrorism, war, civil commotion, pandemics, inability to obtain labor or materials, and/or any other cause beyond its reasonable control, then the District shall be relieved of its obligations under this Agreement, including the obligation to refund the Renter Facility Use Fees.

Amendments: This Agreement may only be amended by written agreement of both parties.

Entire Agreement: This Agreement and Appendix A contains the entire agreement of the parties. This Agreement supersedes any prior oral or written agreements, understandings, representations, warranties, promises, and statements of the parties regarding this subject matter.

By Signing below, the Renter agrees to abide by all terms and conditions set forth in this Agreement, and hereby applies to reserve a designated area in the RUSD Aquatic Center for the purpose as specified in this Facility Use Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

RACINE UNIFIED SCHOOL DISTRICT

RENTER

Signature

Signature

Title

Title

Date

Date

APPENDIX A

CONTACT INFORMATION

Name:

Phone:

Event Name:

Organization:

Address:

Date and Time:

Type of Event:

Practice: _____
 Mon Tues Weds Thurs Fri Sat

Practice Time: _____

Practice Time/Day shall be for fiscal quarter (July-Sept, Oct-Dec, Jan-Mar, or April-June)

RENTAL USE PURPOSE (Mark as Applicable)

Meet/Practice Distance: 25Y 25M Water Polo Diving

Rental Items

Competition Pool: Lanes _____ Diving Well _____

Warm Up Pool: Lanes _____

Locker Rooms: Men _____ Women _____

Snack Shop: _____

Party Room: _____

APPENDIX A Continued

RENTAL FEES

Swim Meet (10 Lanes, Diving Well, 1 Men’s Locker Room, 1 Women’s Locker Room, & Classroom) = \$200/Hour

Swim Meet Full (10 Lanes, Diving Well, 4 Lane Warm Up, 2 Men’s Locker Rooms, 2 Women’s Locker Rooms, Classroom) = \$260/Hour

Diving Well = \$45/Hour

Individual Lane Rental = \$15/Hour

Classroom = \$40/Hour

Snack Shop = \$35/Hour

RESERVATION POLICY

Reservation requests may be made to RUSD in person, over the phone at _____, or email at _____ at least fourteen (14) calendar days up to one hundred-twenty days (120) in advance of the desired date(s) that Renter wishes to use the Premises. Requests received less than seven (7) calendar days in advance of the desired reservation shall result in additional \$20/Hour to any requested Rental.

Team/Athlete/Entry count reports and session reports must be submitted to RUSD’s Aquatic Center email at _____ no later than 48 hours of the entry deadline.

Renters who desire to bring vendors onto the Premises during the Rental Term for any reason (e.g., t-shirt, photographers) must notify the District via email at _____ and receive prior written permission at least three (3) calendar days prior to the Rental Term, to permit RUSD to set up the authorized area with tables and chairs. Vendor(s) shall comply with all applicable laws, rules, and policies set forth in the Aquatic Facility Use Agreement.

APPENDIX A continued

Payment, Penalty, & Late Fees:

RUSD shall send the Renter a final invoice within seven (7) calendar days from the date of the rental via the email address identified in the Facility Use Agreement. Full payment shall be remitted to Racine Unified School District at the following address within twenty-one (21) calendar days of the date of the invoice:

Racine Unified School District
c/o Chief Financial Officer
3109 Mount Pleasant Street
Racine, WI 53404

Any invoice that remains unpaid after twenty-one days shall be subject to a 2% fee on the amount outstanding. After thirty (30) calendar days, the Renter shall be responsible to pay the unpaid balance at a rate of 6% per month until the amount is paid in full.

CANCELLATION and REFUND

Cancellation:

Renter shall provide RUSD notice of cancellation via email at _____.
RUSD will provide the Renter a full refund of Rental Fees paid if the cancellation notice is received at least ninety (90) calendar days in advance of the Rental date. RUSD will provide the Renter with a fifty-percent (50%) refund of Rental Fees paid if the cancellation notice is received at least forty-five (45) calendar days in advance of the Rental date. The Renter shall not be entitled to a refund of any Rental Fees paid if the cancellation notice is provided to RUSD less than forty-five (45) calendar days in advance of the Rental date.