

**AGREEMENT FOR USE OF
NEPTUNE AQUATIC CENTER
INDOOR SWIMMING POOL**

The Board of Education of the Township of Neptune, Monmouth County, (hereinafter Neptune), having its principal offices located at 60 Neptune Boulevard in Neptune, New Jersey 07753 and **Brick Township High School** having its principal offices located **346 Chambers Bridge Ave in Brick**, New Jersey **08721**³, agree as follows:

1. **Purpose**: Neptune agrees to the use of its indoor swimming pool and facilities located at the Neptune Aquatic Center, 55 Neptune Boulevard, Neptune, N.J. 07753, by the **Brick Township High School** swim team to conduct swim team practices and interscholastic swim meets during the 2011-2012 school year interscholastic swimming season.

2. **Term**: This Agreement will commence on November 1, 2011 and end on February 25, 2012.

3. **Time slots**:

A. **Practices**: The swim team shall have use of the swimming pool to conduct team practices on the following day(s) and time(s):

Day(s): Monday – Friday (40 Practices Total)

Time(s): Time Slot A: 4:00pm – 5:30pm

Swim team members and coaches shall have access to the Aquatic Center 15 minutes prior to the scheduled start of the practice time. Swim team members and coaches must vacate the Aquatic Center no later than 15 minutes

after the scheduled end of the practice time.

- B. Interscholastic Swim Meets:** Swim team members and coaches shall have use of the swimming pool to conduct interscholastic swim meets on the dates and times attached to this Agreement as Schedule A.

Competing swim team members, coaches and spectators shall have access to the Aquatic Center 15 minutes prior to the scheduled start of the swim meet.

Competing swim team members, coaches and spectators must vacate the Aquatic Center no later than 30 minutes after the conclusion of the swim meet.

- C. Additional Pool Time:** Use of the pool for swim team practices or meets in addition to the time slots set forth in Paragraph 3A and B may be scheduled at the discretion of the Neptune Athletic Director and Aquatic Center Director. Additional swim team practices and meets must be scheduled in writing signed by the Neptune Athletic Director and Aquatic Center Director.

4. **Fees:**

- A. The **Brick Township High School** part in parcel **of Brick School District**, will pay Neptune a fee in the amount of **\$10,000**, for use of the pool for the swim team practice and meet time slots set forth in Paragraphs 3A and B. The usage fees will be due and payable as per the following schedule:

25% November 1st (\$2,500)
25% January 1st (\$2,500)
50% March 1st (\$5,000)

- B. The **Brick School District** will pay Neptune additional fee(s), agreed to in advance by the parties, for additional pool time(s)

scheduled pursuant to paragraph 3C. Additional time will be charged at a rate of \$25 per lane per hour for any time not previously clarified under attached Schedule A of the contract.

5. **Insurance and Indemnity.**

- A. The **Brick School District** shall provide and maintain in force during the term of this Agreement, liability insurance covering Neptune and **Brick Township High School**, for any liability for property damage or personal injury arising as a result of its use of the Neptune Aquatic Center swimming Pool and facilities.
- B. **Brick School District** agrees to indemnify and hold Neptune and its employees harmless against any and all claims arising from its use of the Neptune Aquatic Center swimming pool and facilities under the terms of this Agreement with an insurance level of not less than \$2,000,000.

6. **Miscellaneous**

- A. **Brick Township High School** will provide Neptune with an official team roster of all swim team members and coaches, as well as coaches' certifications, prior to November 1, 2011.
- B. **Brick Township High School** shall provide adequate supervision of all swim team members, competitors and spectators during swim team practices and meets.
- C. Use of the Aquatic Center is restricted to the pool area, locker rooms, rest rooms, showers and spectator bleacher areas. All other areas of the Aquatic Center and Neptune High School are off-limits to swim team members,

coaches and spectators unless specifically permitted by Neptune.

- D. Swim team members and coaches are responsible for keeping the pool, locker room, showers, rest rooms and bleacher areas clean, neat and organized.
- E. All lockers must be emptied at the end of each swim team practice and meet. Swim team coaches are responsible for conducting locker room checks at the end of each swim team practice and meet. Neptune will not be responsible for lost, misplaced or stolen property.
- F. Neptune will provide **Brick Township High School** with the use of the Colorado Timing System for all scheduled interscholastic swimming meets. System will be operated by Neptune.

7. **Benefit:**

- a. This agreement shall be binding upon and inure to the benefit of legal representatives and successors of parties hereto.

8. **Construction:**

- a. This Agreement is being delivered and is intended to be performed in the State of New Jersey and shall be construed and enforced in accordance with the laws thereof.

9. **Notices:**

- a. All notices, requests, demands and other communications hereunder shall be written, and shall be deemed to have been duly given if delivered or mailed, by certified mail, return receipt requested, to the parties hereto at the address stated on the first page of this contract.

10. **Counterparts:**

- a. This agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. No Employment Relationship:

- a. The parties represent, covenant and warrant that no employment relationship is created by this agreement.

12. Defense & Indemnification:

- a. Neptune Township Board of Education shall defend, indemnify and hold the Brick Township Board of Education harmless from and against any claims for damages to person or property, including attorney's fees, arising from the acts of the Neptune Township Board of Education, its agents, officers and employees.

13. No Assignment:

- a. This contract may not be assigned to any party.

14. Effective Date: This Agreement is effective on the date of the last signature affixed to this document.

Neptune Superintendent of Schools Date: _____

Neptune Business Administrator / Bd. Sec. Date: _____

Superintendent of Schools of Date: _____

(School District)

Business Administrator / Bd. Sec. Date: _____

(School District)

SCHEDULE A

**(ATTACH SCHEDULE OF INTERSCHOLASTIC
SWIMMING MEETS)**

TBD