

**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 Board of Education having its principal offices located 101 Hendrickson Ave in Brick, New Jersey 08724, 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 Memorial High School swim team to conduct swim team practices and interscholastic swim meets during the 2018-2019 school year interscholastic swimming season.

2. **Term:** This Agreement will commence on November 10, 2018 and end on February 25, 2019.

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 as per the final schedule and the following
Saturdays: November 17th, 24th, December 8th, 15th, 29th
January 19th.**

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 per the schedule determined in the Fall of 2018. 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 Aquatic Center Director.

4. **Fees:**

- A. The Brick Memorial High School, part and parcel of Brick School District, will pay Neptune a fee in the amount of \$13,000, 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 10 th	(\$3,250)
25%	January 1 st	(\$3,250)
50%	March 1 st	(\$6,500)

- 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 \$30 per lane per hour for any time not previously clarified under attached Schedule A of the contract.
- C. Neptune shall conduct all of these activities in accordance with all state, local and

federal guidelines, regulations and laws.

- D.** The Aquatic Center certifies that all of its employees and all subcontracted workers, present or new hires, servicing this agreement have not been convicted of a crime or are awaiting adjudication of same.
- E.** During the performance of this contract, the Aquatic Center shall not knowingly allow any employee registered pursuant to N.J.S.A. 2C:7-1, et seq. "Megan's Law" as a Tier 3 offender (sex offenders determined to pose a relatively high risk of offense) or a Tier 2 offender (sex offenders determined to pose a moderate risk of re-offense), to have contact with any district pupils.
- F.** Neptune is and will perform its services as an independent contractor for the Brick Township Board of Education. Nothing in this Agreement shall be construed so as to render Neptune an employee, agent, representative, joint venturer or partner of the Brick Township Board of Education, and Neptune shall not hold itself out to others in such capacity. Neptune shall not enter into any contracts, agreements or other obligations with any other parties which bind, or are intended to bind, the Brick Township Board of Education. Neptune shall have no authority to bind the Brick Township Board of Education to contracts or to incur any other obligations on behalf of the Brick Township Board of Education, and any such contracts or obligations entered into or incurred by Neptune shall be void.
- G.** All terms and conditions are mutually agreeable between the parties and any representations made to the Brick Township Board of Education are included within the Agreement. In the event any representations made to the Brick Township Board of Education are not included in the written Agreement, they will

be waived.

- H. Failure of either party to insist upon the strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default or breach of the same or similar nature.
- I. Whenever the consent of any party is required, such consent shall not be unreasonably withheld nor delayed.

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 Memorial 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. This policy shall not be canceled or reduced in required amounts of liability or amounts of insurance until notice has been mailed to the Board of Education of the Township of Neptune stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than 15 days after the date of mailing the notice.
- 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.
- C. Throughout the term of this Agreement, Neptune agrees to provide and maintain General Liability insurance coverage in the amount of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate, per year. Neptune shall provide the Brick Township Board of Education

with evidence of such coverage upon request. Said insurance shall name the Brick Township Board of Education as an additional insured.

- D. Neptune shall file a certificate of insurance for all insurance required under this Agreement with Brick Township Board of Education. It is understood that the policy shall not be canceled or reduced in required amounts of liability or amounts of insurance until notice has been mailed to the Board of Education of the Township of Brick stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than 15 days after the date of mailing the notice.

6. **Miscellaneous**

- A. **Brick Memorial 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 10, 2018.
- B. **Brick Memorial 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 Memorial High School with the use of the Colorado Timing System for all scheduled interscholastic swimming meets. The System will be operated by Neptune staff and employees only.
- G. Brick School district students will agree to follow the rules and regulations put forth by the Neptune Aquatic Center. Students behavior at the facility can result in a suspension from the facility or the inability to continue to use the facility as a result of their actions.
- H. Brick swimmers will read and sign off on the statements listed in the swimmer code of conduct for behavior. Any students in violation of the student code of conduct may be in jeopardy of losing the NAC for practice and swim meets.
- I. The Neptune Aquatic Center will not charge for admission to swim meets that are home meets for Brick Township Board of Education swim teams.

7. **Benefit:**

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

8. **Interpretations of the Specifications and Contract:**

- a. This Contract shall be construed pursuant to the laws of the State of New Jersey. Any litigation with respect to the interpretation of the terms of this Contract shall be within the sole jurisdiction of the Courts of the State of New Jersey and venue shall be in Ocean County.

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 Aquatic Center agrees to defend and indemnify and hold harmless the Brick Township BOE, its affiliates, officers, agents, servants and employees from and against any and all claims and liabilities (including reasonable attorney's fees and expenses, including expert fees, incurred in the defense thereof) relating to personal injury or property damage or any other claim arising out of the acts or omissions, including negligence or malpractice, of the Neptune Aquatic Center, or of any of its officers, directors, employees or agents in connection with their responsibilities under this Agreement. The Neptune Aquatic Center's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

13. Entire Agreement:

- a. This agreement contains and sets for the entire understanding of the parties. It shall not be altered or modified except by a written instrument signed by all of the parties hereto.
- b. In the event that any court of competent jurisdiction shall declare any section of this Agreement invalid for any reason, all other sections shall remain in full force and effect

14. Assignment of Rights:

- a. Except as specified in this Agreement, the rights and obligations of each party under this Agreement are exclusive to that party and cannot be assigned or transferred to any other person, firm, organization, corporation or other entity without the prior written consent of the other party.

15. Mandatory Equal Opportunity:

- a. The Neptune Township Board of Education / Aquatic Center is an Equal Opportunity Employer and complies with the "Mandatory Equal Opportunity Language" as listed in "Exhibit A" pursuant to N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

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

Lu A Roman
Neptune Business Administrator / Bd. Sec.

Date: 9/5/18

Brick Township Business Administrator / Bd. Sec.

Date: _____



Brick Memorial H.S.

Swimming Boys Varsity Schedule (as of 09-28-18)

Type	Time	Opponent	Location
Saturday, Dec 1, 2018			
Meet	2:00PM	Barneget	Neptune Aquatic Center
Tuesday, Dec 4, 2018			
Meet	2:30PM	Away vs. Neptune	Neptune Aquatic Center
Thursday, Dec 6, 2018			
Meet	TBD	Away vs. Toms River North H.S.	YMCA - Toms River
Tuesday, Dec 11, 2018			
Meet	4:00PM	Wall	Neptune Aquatic Center
Thursday, Dec 13, 2018			
Meet	4:00PM	Toms River South H.S.	Neptune High School
Tuesday, Dec 18, 2018			
Meet	2:30PM	Away vs. Toms River East H.S.	YMCA - Toms River
Thursday, Dec 20, 2018			
Meet	4:00PM	Jackson Memorial	Neptune Aquatic Center
Tuesday, Jan 8, 2019			
Meet	4:00PM	Central Reg. H.S.	Neptune Aquatic Center
Thursday, Jan 10, 2019			
Meet	TBD	Away vs. TBA	TBA
Tuesday, Jan 15, 2019			
Meet	6:00PM	Away vs. Brick Township H.S.	Neptune Aquatic Center
Thursday, Jan 17, 2019			
Meet	TBD	Away vs. TBA	TBA
Tuesday, Jan 22, 2019			
Meet	5:30PM	Southern Reg.	Neptune Aquatic Center