

**PARADISE RECREATION AND PARK DISTRICT  
AND HOME TECH CHARTER SCHOOL**

**2023-2024 SWIM POOL USAGE AGREEMENT**

Paradise Recreation and Park District (PRPD) hereby agrees to allow Home Tech Charter School (HTCS) to use PRPD's swimming pool located at 5600 Recreation Drive, Paradise, CA (the "Pool") for the term described in Section 2. below. Since the Pool is usually closed during this time of the year, and because of the high operational costs to keep it open, PRPD and HTCS agree to share the operational expenses of the Pool as set forth herein, with PRPD solely responsible for all remaining ownership and operational costs of the Pool.

Based on the foregoing, PRPD and HTCS agree as follows:

1. **Scheduling, Hours and Usage.** HTCS's daily schedule for use of the Pool shall be subject to prior approval by PRPD. Hours and usage may vary as PRPD may determine in its sole and absolute discretion. Notwithstanding the foregoing, the Pool may not be available for all or a major portion of the Term because of needed repairs to and renovations of it.
2. **Term.** The term of this agreement will be August 14, 2023, through October 31, 2024 (the "Term").
3. **Payment.** HTCS will pay PRPD for HTCS's use of the Pool as follows:
  - a). \$5.00 per hour for actual use (Swim Pool Rental).
  - b). A percentage of Pacific Gas & Electric charges equal to HTCS's actual use during the billing period divided by the normal time during a similar period of time during which the Pool is generally open.
  - c). Notwithstanding the foregoing, HTCS's total costs, whether as a shared user with the Paradise High School Swim Team, or as the sole user, shall not exceed the sum of \$6,000.00 for the Term.

d). HTCS will pay the above costs for pool usage within 30 days of PRPD's billing of such at the conclusion of the Term.

4. **Insurance Coverage.** At all times during the Term hereof HTCS shall keep and maintain in full force and effect Worker's Compensation insurance as required by applicable state laws as well as a commercial general liability insurance with a limit of not less than \$2 million on claims made, annual aggregate basis, and property casualty and automobile liability insurance each with a limit of not less than \$2 million on an occurrence basis and provide PRPD with a certification of insurance naming PRPD as an additional insured thereon with an additional insured endorsement.
5. **Indemnification.** HTCS agrees to defend, indemnify, and hold harmless PRPD and its officers, employees and agents from and against any and all liability, loss, expense, attorney's fees, and/or claims for injury or damages arising out of its acts or omissions in performance of this Agreement.
6. **Maintenance and Repair.** Maintenance and repair of the Pool is under the direct control and supervision of PRPD's Park Supervisor. PRPD will provide during the Term all required Pool maintenance, Pool chemicals, utilities, and household supplies. In the event HTCS becomes or is aware of a maintenance issue or concern about the Pool, HTCS will immediately notify PRPD thereof. PRPD likewise will notify HTCS's Swim Team Coach of any maintenance issue or concern affecting use of the Pool of which it becomes aware.
7. **Supplies.** Any and all supplies provided by PRPD for the Pool remaining at the end of the Term shall be returned by HTCS to PRPD. HTCS shall also replace any and all lost or broken items, fixtures, and/or equipment at the Pool, including, without limitation, the following:
  - 1) Emergency Back Board; and,
  - 2) Ring Buoy.

8. **First Aid.** HTCS shall provide and maintain at the Pool at all times during its use thereof all on-site first aid supplies and equipment.

9. **Safety and Life Guards.** At all times during its use of the Pool during the term hereof, HTCS shall fully comply with all provisions of the Swimming Pool Sanitation and Safety Code set forth in California Health and Safety Code Sections 116025, et seq. Without limiting the foregoing, HTCS shall provide at all times during its use of the Pool (i) a certified coach meeting all American Red Cross standards for lifeguard, first aid, as well as CPR and (ii) a certified lifeguard meeting American Red Cross standards for lifeguarding, first aid, and CPR.

10. HTCS shall inform PRPD of any need to cancel its usage of the Pool as soon as it learns of such. PRPD will charge HTCS for all dates scheduled, unless canceled as above provided.

11. This Agreement covers only HTCS's usage of the Pool for the purposes and Term stated herein. The Pool may not be used by HTCS for any other activity or purpose, without the prior written consent of PRPD.

SIGNED:

\_\_\_\_\_  
Julie Crandall, HTCS Principal/Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dan Efseaff, District Manager

\_\_\_\_\_  
Date