



## Bullitt County Public

### Schools

1040 Highway 44 East  
Shepherdsville, Kentucky 40165

502-869-8000  
Fax 502-543-3608

[www.bullittschools.org](http://www.bullittschools.org)

TO: Mr. Jesse Bacon *JB*

FROM: Mrs. Rachelle Bramlage-Schomburg, Director of Secondary Education *RBS*

DATE: Thursday, December 27, 2018

RE: Ralph Wright Natatorium  
Memorandum of Agreement between University of Louisville, Kentucky  
and Bullitt County School

Bullitt County Public Schools has had a swim team since approximately the 2008-2009 school year. We currently provide one head coach, Katie Philpot, and one assistant coach, Kelsey Davis for roughly fifty-three (53) student-athletes. The swim team consists of around fifteen (15) student-athletes come from North Bullitt High School, thirty-seven (37) student-athletes from Bullitt East High School, and one (1) from Bullitt Central High School. Both of the swim coaches are "housed" at North Bullitt High School and report to Ronnie Bryson, NBHS Athletic Director.

The partnership between University of Louisville, specifically using the Ralph Wright Natatorium, and Bullitt County Schools, has been in place for at least three years. This Memorandum of Agreement between both parties would begin October 18, 2018 and conclude on February 28, 2019. The swim team would be expected to pay the \$3444.00 for the use of the facility for one hour on the forty three days listed as practice days. The specific dates and times are listed on Exhibit A.

Please approve the Memorandum of Agreement for October 18, 2018 through February 28, 2019.

*AM*  
12.27.18

## UNIVERSITY OF LOUISVILLE

### CAMPUS LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** is made and entered into as of the date last signed by all parties, by and between the University of Louisville (hereafter University), (a Kentucky public institution of higher education, Louisville, Kentucky 40292) and Bullitt County School (hereafter "Licensee") a local event.

**IN CONSIDERATION** of the agreements and covenants to be performed as herein provided, University grants to the Licensee a license to use the certain campus premises.

#### **THE PARTIES FURTHER AGREE AS FOLLOWS:**

1. **PREMISES:** Licensee shall have use of the space as identified in Exhibit A in accordance with the terms and conditions of this License. The space shall be referred to herein as the "Licensed Premises". In addition, Licensee shall have use of Common Areas in common with other occupants of campus. The term "Common Areas" shall mean the areas of the campus which are designed for use in common by all occupants of the campus and their respective employees, students, agents, and visitors. Use of the Licensed Premises and Common Areas are subject to such nondiscriminatory rules and regulations as may be adopted by the University including those listed on the website: [www.ralphwrightnatatorium.com](http://www.ralphwrightnatatorium.com).
2. **FACILITIES AND UTILITIES:** University shall provide for the benefit of the Licensee only the Licensed Premises and shall provide upkeep or repairs to the Licensed Premises. Licensee agrees that it accepts the premises "AS IS". University shall be responsible for utility costs at the Licensed Premises except telecommunication and network services.
3. **TERM:** The term of this License shall be from See Exhibit A. No holdover rights or extension of this License shall be permitted except by written amendment of this agreement.
4. **IMPROVEMENTS TO LICENSED PREMISES:** All improvements made to the Licensed Premises shall remain the property of the University. No improvements shall be made to the Licensed Premises unless Licensee submits plans and specifications for such improvements to the University and such plans and specifications are approved in writing by the University.
5. **PERMITTED USES:** Licensee shall use the Licensed Premises only for the operations described in Exhibit A of this document.
6. **DEFAULT AND CANCELLATION:** University or Licensee may terminate this License at any time by delivering written notice to the other party thirty (30) days prior to the date of termination. University may terminate this License upon three days notice delivered in person or in writing for any violation of the License terms or rules.
7. **SURRENDER:** Upon expiration or cancellation of the initial term or any renewals of this License, Licensee shall immediately surrender possession of the Licensed Premises to University together with all keys or other access devices or passes. Any personal property of Licensee on the Licensed Premises may be removed, provided that Licensee bears the cost of such removal and repairs at its own expense any and all damage resulting from such removal. If Licensee fails to remove any property from the Licensed Premises at the end of this License, all such personal property shall become the sole property of University.
8. **WAIVER AND HOLD HARMLESS:** Licensee shall indemnify and hold harmless the University, its agents, officers, and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from this License, provided that such claim, damage, loss or expense is not caused by any negligent act or omission or willful misconduct of University or its employees or agents acting within the scope of their duties.

9. **INSURANCE:** Prior to occupancy of the Licensed Premises, Licensee shall obtain at its own cost and expense and maintain in force during the License a Commercial General Liability Policy with Sexual Abuse and Molestation coverage, in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, Workers' Compensation Coverage for its employees if required by law, auto insurance liability if vehicles will be used on campus, fire liability insurance, and liquor liability in the amount \$1,000,000 if alcohol will be sold on university premises or host liquor liability insurance if alcohol will be served on university premises. The University must be contacted before any event selling alcohol takes place. University shall be furnished Certificates of insurance upon the execution of this License. The Certificates shall include provisions stating that the policies may not be canceled or materially amended without University having been provided at least thirty (30) days written notice. Required insurance policies shall contain the following: (i) "University of Louisville is added as 'Additional Insured' as respects the premises being Licensed by the Named Insured."; and (ii) "It is agreed that any insurance maintained by the University of Louisville shall apply in excess of and not contribute with, insurance provided by this policy."
10. **RIGHT OF ENTRY:** University retains the full right and authority to enter and inspect the Licensed Premises at all reasonably anticipated hours, provided that at no time University conducts such activities so as to unreasonably interfere with Licensee's use and occupancy. University may enter at any time to respond to emergencies and may order evacuation of the Licensed Premises and Common Areas.
11. **ASSIGNMENT:** This License or the rights or obligations hereunder shall not be assigned by Licensee either voluntarily or by operation of law, nor shall the Licensed Premises be occupied by others either in whole or in part without the prior written consent of University. Any attempt or attempts to accomplish the foregoing shall confer no rights upon any third party, assignees, or sublicensees. In no event shall this License be assigned or assignable by operation of law, and in no event shall this License be an asset of Licensee in any bankruptcy, insolvency or reorganization proceeding.
12. **WAIVER OF TERMS OR CONDITIONS:** The parties to this License agree that the University may waive the performance of any term, condition and covenant contained herein, provided that such waiver is in writing by an authorized official and shall not be construed or deemed a continuing waiver of the same or any subsequent conduct which may constitute a default of any provision.
13. **RELATIONSHIP OF PARTIES:** University shall not by virtue of this License or occupancy of the Licensed Premises by Licensee become or be deemed a partner, joint venturer or controlling party of Licensee in the conduct of Licensee's business.
14. **NOTICES:** Any notices required or desired to be given under this License Agreement shall be in writing and shall be deemed given when hand-delivered, or mailed postage prepaid registered or certified mail return receipt requested to the following address:

To Licensee :

Bullitt County Schools  
1040 KY-44  
Shepherdsville, KY 40165

To University at:

Ralph Wright Natatorium  
University of Louisville  
2216 S. Floyd St.  
Louisville, KY 40292

14. **LIENS:** Licensee shall keep the Licensed Premises free from any liens or claims of lien arising out of work performed, materials furnished or obligations incurred by or for Licensee. In the event that any liens are filed arising out of work performed, materials furnished or obligations incurred by, for or at the insistence of Licensee and Licensee fails to bond, pay or otherwise extinguish such liens within thirty (30) days after University notifies Licensee of the existence thereof, University may, without waiver of any other rights or remedies, bond, pay or otherwise extinguish such liens and any expenses incurred by University in connection with the liens shall be paid by Licensee to University upon demand as additional costs hereunder.

15. **CONFLICTS OF INTEREST:** Licensee represents and warrants that upon careful inquiry, no fee, commission or other pecuniary or real benefit has been provided or promised to any person or organization, other than the University on account of this License or related benefits. Licensee covenants that it will notify University's President in writing promptly upon learning of any change in this warranty or proposal for such change, or upon establishment of any pecuniary relationship with any employee or Trustee of the University, including investments or grants of equity.

16. **UNIVERSITY NAME:** Licensee shall not use the name or logo of the University or any of its units for any purpose other than that of the business address of Licensee without prior permission of the University.

17. **LICENSE FEE:** The Licensee shall pay an Estimated License Fee of **\$3440.00** as listed on Exhibit A. Any additional items or services that are to be provided by the University are shown in Exhibit A.

18. **ENTIRE UNDERSTANDING:** This License represents the entire understanding and agreement between the parties relating to the Licensed Premises and supersedes all prior negotiations and agreements relative thereto. The language in all parts of this License shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either University or Licensee.

19. **RULES AND REGULATIONS:** Go to [www.ralphwrighnatatorium.com](http://www.ralphwrighnatatorium.com) to see a complete list of rules and regulations that applies to facilities of the University of Louisville.

UNIVERSITY

By: Jeff Sporker

Signature: [Signature]

Title: Asst AD

Date: 9/7/18

LICENSEE

By: Kelsey Davis

Signature: [Signature]  
assistant

Title: Coach

Date: 10/8/18

**EXHIBIT A  
LICENSED PREMISES**

University of Louisville  
Athletic Department  
Ralph Wright Natatorium

<b>ORGANIZATION</b>	Bullitt County High Schools	<b>MEMBER#:</b> R00017						
<b>CONTACT NAME</b>	Kelsey Davis							
<b>ADDRESS</b>	1040 KY-44 Shepherdsville, KY 40165							
<b>CELL</b>	502-724-3270							
<b>EMAIL</b>	kelsey.davis@bullitt.kyschools.us							
<b>ACTIVITY</b>	Practice							
<b>DATES</b>	October 22,24,25,29,31, November 1,5,7,8,12,14,15,19,20,21,26,28,29, December 3,5,6,10,12,13,17,19,20,31, January 2,3,7,9,10,14,16,17,23,24,28,30,31 February 4,6, 2018							
<b>PARTICIPANTS</b>	30	<b>SPECTATORS</b>						
<b>TIMES</b>	43 days	<table border="0"> <tr> <td align="right"><i>RUN TIME</i></td> <td align="right"><i>HRS</i></td> </tr> <tr> <td align="right">8:00pm-9:00pm</td> <td align="right">43</td> </tr> <tr> <td align="right">Total Hours</td> <td align="right">43</td> </tr> </table>	<i>RUN TIME</i>	<i>HRS</i>	8:00pm-9:00pm	43	Total Hours	43
<i>RUN TIME</i>	<i>HRS</i>							
8:00pm-9:00pm	43							
Total Hours	43							
<b>FACILITY FEE</b>	43 days x 25yd lane @ \$20.00 x 4lanes x 1hr = \$3440.00 Total \$3440.00							
<b>Facility Fee</b>	\$3440.00							
<b>Equipment/Personnel Fee</b>								
<b>Subtotal</b>	\$3440.00							
<b>6% Sales Tax</b>	Exempt							
<b>TOTAL</b>	\$3440.00							

Request/Confirmation of Facility Reservation