

**Northern Kentucky University
Department of Campus Recreation
Facility Rental Agreement**

This lease made and entered into this date of **Thursday, October 31, 2019** by and between; Northern Kentucky University, (NKU): hereinafter referred to as “Lessor”, and **Boone County Diving/Boone County Board of Education, 8330 US-42, Florence, KY 41042** hereinafter referred to as “Lessee.”

1. TERM: The term of the LEASE shall commence on **Friday, October 8, 2019 at 6:00pm** and terminate on **Friday, February 14, 2020 at 8:00pm**.
2. RENTAL FEE: The estimated pre-tax rental fee for this LEASE is **\$1,050.00**. The estimated total including 6% KY state sales tax will be **\$1,113.00**. With tax-exempt status (see paragraph 7 below), estimated rental fee will remain at the pre-tax rate. The LESSEE shall pay NKU this amount within 30 days after the Lease terminates.
 - a. Rental Fee of \$35.00/hour also includes lifeguard staffing
 - b. Rental Fee is subject to required taxes, see section 7 below
 - c. Final Invoice will reflect actual time reserved for use/use, estimated total based on 2 hours/week x 15 weeks @ \$35.00/hour
 - d. Replacement CR scan tags: \$5 each, see section 9 below
 - e. Parking Permits are not billable. Permits must be purchased at CRC Membership Services Desk
3. USE OF PREMISE: The use of the premises is for the purpose of dive practice. LESSEE shall restrict its use to such purposes and shall not use or permit the use of the premises for any other purpose without written consent from NKU. LESSEE shall store team and personal athlete equipment only in designated areas and without blocking the use of walking areas on the pool deck. LESSEE shall leave all areas clean and free of debris and equipment at the end of each practice sessions.
 - a. PRACTICE SCHEDULE
Fridays: 6:00-8:00 PM
 - b. Practice schedule subject to change due to university holidays/breaks, needs, events and inclement weather.
4. NKU agrees to provide the LESSEE: Use of the Campus Recreation Center diving well, locker rooms, and lifeguard staffing for the purpose of dive practice.
5. LESSEE covenants to indemnify and save harmless LESSOR for and against any and all liability, arising from any injury during the term of this lease to person or property, occasioned wholly or in part by and act or omission of LESSOR, or of the guests, employees, assigns, or sublessees of LESSOR.

LESSEE agrees that all claims for damages will be processed with the Kentucky Claims Commission (<http://boc.ky.gov/Pages/default.aspx>).

6. The Lessee agrees to execute and deliver to the Lessor no later than seven (7) days prior to the first date of the use of the facilities, a comprehensive liability insurance policy. Said comprehensive liability insurance shall cover the premises and shall provide minimum limits of coverage of \$1,000,000 naming Northern Kentucky University as insured.

7. The total rental fee includes required taxes. Lessee will be responsible for all tax obligations for the lease if taxes apply. If Lessee is a tax-exempt organization, Lessee must provide acceptable written proof of tax-exempt status to the Lessor no later than seven (7) days **prior** to the first date of the use of the facilities.

8. LESSEE accepts full responsibility for supervision, care, and actions of the group, which will be using the premises in accordance with paragraph 3 above.

9. ACCESS TO FACILITY: NKU will issue all athletes and coaches CR scan tag to be scanned upon each entry to the facility. Athletes and coaches who do not have their CR scan tag will be denied access until they obtain a new one at Membership Services desk. Replacements for lost tags will be billed to the LESSEE at a cost of \$5 per tag. Parents/guardians of athletes that are not members of NKU Campus Recreation may sign into the facility to spectate from the upstairs viewing area.

10. This writing embodies the full understanding between the parties and shall not be altered, modified or amended except in a writing signed by the parties.

11. If any section of this agreement is determined to be ambiguous or unenforceable, the remaining provisions of this agreement shall continue in full force and effect.

For: Boone County Schools

For: Northern Kentucky University

BY: _____

Name

Title

Address

Telephone

Date

BY: _____

Kate Dennis

Kate Dennis
Aquatics & Facility Coordinator
Campus Recreation

Patrick McGrath

Witness

Oct. 31, 2019

Date