

CINCINNATI MARLINS

KEATING NATATORIUM FACILITY RENTAL AGREEMENT - REVISED

THIS AGREEMENT, entered into this 1st day of November 2021 by and between the Cincinnati Marlins Inc., an Ohio not-for-profit corporation ("Marlins") and Ryle High School ("Lessee") for the use of Keating Natatorium, located at 616 W. North Bend Road, Cincinnati, Ohio ("Facility"), under the following terms and conditions:

Lessee shall have the use of the facility as set forth:

January 29, 2022 2:00 p.m - 6:00pm

Payments: Lessee shall pay Lessor, the sum of \$400 for use of the facility for the Term. Payment shall be made as follows: \$400 at the conclusion of the Term.

Damage Prior to the Event, Lessor and Lessee, or their designees, shall inspect the Facility and any Equipment subject to this Lease to determine its current condition. At the conclusion of the term, Lessor shall inspect the Facility and any leased Equipment again. Lessee shall be responsible for the loss or damage to the Facility or Equipment as reasonably determined by the Lessor. Lessee will pay the amount immediately upon receipt of an itemized list prepared by the Lessor setting forth the loss or damage. Lessee assumes the risk of any and all damage to or loss of any property belonging to or brought into the Facility by Lessee, its employees or agents to the extent allowed by law. Holy Cross District High School (Lessee) and Cincinnati Marlin's shall indemnify, defend and hold each other harmless from and against all claims, liabilities, damages, costs and expenses, including attorney's fees, for the acts, omissions, or negligence of each party's own employees and agents in the performance of this contract. Lessor may cancel this Lease if activities in the Facility violate applicable law or are being conducted in a negligent manner. In either case, the balance of Rent and applicable Equipment Rent is due and immediately payable.

COVID-19 Lessee will follow all KHSAA, OHSAA, and Keating Natatorium COVID-19 safety protocols

Lessee shall also pay Lessor amount of actual use to be determined ("Equipment Rental") for the use of the following systems, copiers, printers and other equipment for the Term (the "Equipment"):

Charge for pads, **starting** Scoreboard, Colorado 6000 timing Timing system Included System and personnel. Computers Included: Hardware, Hy-Tek Meet Manager Software

Custodial services included with Base Rent.

At least 3 business days prior to the event, Lessee shall furnish to Lessor: (a) a certificate of insurance evidencing insurance coverage for the event and naming the Cincinnati Marlins, Inc. and St. Xavier High School as additional insured (ACORD 25), and (b) a fully executed signed copy of the Rider to Third - Party Contracts (attached).

Lessee shall provide at least 1 (one) Certified Lifeguards to be on duty during the Term.

Any and all event-specific positions/functions expressed or implied shall be the sole responsibility of the Lessee except for those positions/functions set forth above.

In witness whereof the parties execute this Lease on the date first above written.

Lessee:

Lessor:

Printed Name / Date

Printed Name / Date

Signature / Title

Signature / Title

RIDER TO THIRD-PARTY CONTRACTS

THIS RIDER IS A PART OF THE ATTACHED AGREEMENT BY AND BETWEEN:

CONTRACTING PARTY - Ryle High School ("Contracting Party") and CINCINNATI MARLINS, INC., an Ohio non-profit corporation ("Marlins"). Notwithstanding any provision of the attached agreement ("Agreement") to the contrary, The Contracting Party shall indemnify, protect, defend and hold harmless the Marlins and St. Xavier High School, Inc., an Ohio non-profit corporation ("St. X," together with the Marlins, the "Indemnified Parties"), and the officers, directors, trustees, agents, employees and independent contractors of said Indemnified Parties from any and all claims, losses, liabilities, damages, causes of action, suits, costs or expenses of any nature whatsoever (including, without limitation, attorney's fees and disbursements) and any amounts paid in settlement, resulting from or relating to the Contracting Party's use of the Natatorium located at 616 West North Bend Road in Cincinnati, Ohio (the "Natatorium") and the Contracting Party, its members', agents, vendors', contractors, employees', invitees' and guests' actions or omissions concerning any activities undertaken pursuant to this Agreement at the Natatorium. This Rider supersedes any inconsistent provisions of the Agreement including any waivers of liability.

The indemnity provided for herein is for the benefit of St. X and the Marlins and must be signed and delivered to the Marlins before such Contracting Party may use the Natatorium.

CONTRACTING PARTY:

Name

Signature

