



**KEATING NATATORIUM
FACILITY RENTAL/LEASE AGREEMENT**

THIS agreement entered into this 3rd day of October 2023 by and between the Cincinnati Marlins Inc., an Ohio not-for-profit corporation ("Marlins") and Boone County 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:

Saturday, November 11, 2023 (The "Term")

Doors open at 12:30 pm to enter the building. Warmups may begin at 1pm

Payments:

Lessee shall pay Lessor, the cost of \$125/hour("Base Rent")

for use of one competition pool and one warm-up pool for the Term. Should Lessor wish to utilize two competition pools, the cost for two pool rental is \$200/hour.

The total due will be determined 1 week prior to the meet based on meet timelines and payable within 30 days of completion of the meet.

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 any 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. GCL Coed Championship (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.

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"):

Timing system Included



Charge for pads, starting console, wires Scoreboard, Colorado 7000 timing System and Computers included Hardware, Hy-Tek Meet Manager Software included.

Custodial services included with Base Rent.

If you do not have a qualified databoard operator, or qualified computer operator, the Marlins will provide you with personnel for the cost of \$100/person.

Failure to remit as set forth above may result in the cancellation of the Lease. Should Lessee fail to remit as set forth above and another lessee does not lease the Facility for the Term, Lessee shall pay the Rent, as liquidated damages, and applicable Equipment Rent.

At least 5 business days prior to the event, Lessee shall furnish to Lessor:

(a) 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:	Boone County High School	Lessor	Cincinnati Marlins, Inc
<i>Signature</i>		<i>Signature</i>	
Name:		Name:	Jennifer Hedger
Title:		Title	Business Manager
Date:		Date:	

Lessee

email:	
Primary Phone:	



RIDER TO THIRD-PARTY CONTRACTS

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

CONTRACTING PARTY - Boone County 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:	
Date:	