

UNIVERSITY OF LOUISVILLE  
FACILITY RENTAL AGREEMENT

**THIS FACILITY RENTAL AGREEMENT** ("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 Jefferson County Public Schools (hereafter "Licensee").

**INTRODUCTION:** Licensee desires to secure the use of the facility and space described in Exhibit A to this Agreement ("Facility") and the University agrees to allow the use of the Facility by the Licensee on the terms and conditions set forth in this Agreement. Accordingly, in consideration of the agreements and covenants to be performed as herein provided, University grants to the Licensee a license to use the Facility.

1. **PREMISES:** Licensee shall have use of the Facility (as identified in Exhibit A) in accordance with the terms and conditions of this License. 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 Facility and Common Areas are subject to such nondiscriminatory rules and regulations as may be adopted by the University including those listed on the University website at <http://www.ralphwrightnatatorium.com/policies-rules>.
2. **FACILITIES AND UTILITIES:** University shall provide for the benefit of the Licensee only the Facility and shall provide upkeep or repairs to the Facility. Licensee agrees that it accepts the premises "AS IS". University shall be responsible for utility costs at the Facility except telecommunication and network services.
3. **TERM:** The term of this License shall be **November 15, 2024**. No holdover rights or extension of this License shall be permitted except by written amendment of this agreement.
4. **IMPROVEMENTS TO FACILITY:** No improvements or other alterations shall be made to the Facility unless Licensee submits plans and specifications for such improvements or alterations to the University and such plans and specifications are approved in writing by the University. Upon the approval of such improvement or alterations, all such improvements or alterations made to the Facility shall remain the property of the University.
5. **PERMITTED USES:** Licensee shall use the Facility only for the operations described in Exhibit A of this Agreement.
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 or, in the event of potential irreparable harm to the University or its property, the University may terminate this License immediately upon delivery of termination notice to the Licensee.

7. **SURRENDER:** Upon expiration or cancellation of the initial term or any renewals of this License, Licensee shall immediately surrender possession of the Facility to University together with all keys or other access devices or passes. Any personal property of Licensee on the Facility must be removed upon the conclusion of the use of the Facility under this Agreement and Licensee shall bear the cost of such removal and the repair of any and all damage resulting from such removal. If Licensee fails to remove any property from the Facility at the end of this License, all such personal property may, at the election of the University, become the sole property of University, or the University may elect to have the property removed from the Facility and the Licensee shall pay the University the reasonable costs incurred in such removal.
8. **WAIVER AND HOLD HARMLESS:** To the extent permitted by law 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 Facility, Licensee shall obtain at its own cost and expense and maintain in force during the License a Commercial General Liability Policy with Abuse and Molestation coverage, in the amount of not less than \$1,000,000 single limit per occurrence and \$2,000,000 aggregate, Workers' Compensation Coverage with Kentucky Statute limits, 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. **YOUTH PROTECTION PROGRAM:** The Licensee agrees, when the Facility are utilized for a program subject to the Youth Protection Program, to comply with University policies including, but not limited to the Reporting Abuse of Minors Policy, the Youth Protection Program Policy, and the Youth Protection Program Handbook, as referenced in Section 1, above.
11. **REVIEW RECORDS:** If the Licensee is subject to the Youth Protection Program, at any time, the University may request copies of all Licensees Authorized Adult's criminal background checks, training verifications, minor participant release forms, policies and procedures, as required by the Youth Protection Program.
12. **RIGHT OF ENTRY:** University retains the full right and authority to enter and inspect the Facility 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 Facility and Common Areas.

13. **ASSIGNMENT:** Neither this License nor any of the rights or obligations hereunder shall be assigned by Licensee to any other person or entity, either voluntarily or by operation of law, nor shall the Facility 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.
14. **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.
15. **RELATIONSHIP OF PARTIES:** University shall not by virtue of this License or occupancy of the Facility by Licensee become or be deemed a partner, joint venturer or controlling party of Licensee in the conduct of Licensee's business.
16. **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 :                      **Jefferson County Public Schools**  
   **3332 Newburg Rd**  
   **Louisville, KY 40218**  
  
To University at:                      University of Louisville  
   c/o Seth Boone  
   2216 S. Floyd St.  
   Louisville, KY 40208
17. **LIENS:** Licensee shall keep the Facility 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 (a) 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, (b) may treat such as a breach of this Agreement by Licensee and immediately terminate this Agreement.
18. **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.

19. **UNIVERSITY NAME:** Licensee shall not use the name or logo of the University or any of its units for any purpose without prior permission of the University.
20. **LICENSE FEE:** The Licensee shall pay an Estimated License Fee of **\$3,410.48** as listed on Exhibit A. Any additional items or services that are to be provided by the University are shown in Exhibit A.
21. **ADDITIONAL FEES:** Any additional items or services that are to be provided by the University are shown in Exhibit A.
22. **ENTIRE UNDERSTANDING:** This License represents the entire understanding and agreement between the parties relating to the Facility 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.

UNIVERSITY

LICENSEE

By: Josh Heird

By: Dr. Marty Pollio

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: Athletic Director

Title: Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**UNIVERSITY OF LOUISVILLE**  
**Exhibit A**  
**Ralph Wright Natatorium**

**1. Facility Usage:**

Representatives of the licensee, within a reasonable number, are permitted to enter the facility one hour prior to the event start time. Spectators and Athletes will not be permitted into the facility until 30 minutes prior to the start of the event's warm-up period.

**2. Facility Capacity:**

The University of Louisville Fire Marshall has set the capacity of the Licensed venue to 872 persons.

The Licensed premises have spectator seating for 550 persons. The capacity of the pool deck is limited to 322 persons. Should the licensee expect for the number of persons on the pool deck to be greater than 300 persons, the licensee will work with a representative of the licensed premises to close sections of the stands to ensure that the capacity of the facility is not exceeded. If the licensee expects more than 250 persons on the pool deck, the licensee is required to staff, at their own expense, individuals to issue consecutively numbered tickets to ensure that capacity is not exceeded. No more than 550 spectators may be permitted at any time.

**3. Event Specifics:**

Licensee:

<b>Date(s) of Event</b>	<b>Warm-up may start no earlier than:</b>
November 15, 2024	6:30pm

**4. Concessions**

The concession stand at Ralph Wright Natatorium is available for the use of Licensee groups. The concession stand will be provided to licensee in a clean state. The Licensee will be responsible for providing all equipment they will need to use for their event. Any equipment in the space (i.e. coffee maker, refrigerators, toasters, etc.) is not for licensees use. A representative of the Athletic department will inspect the space prior to and at the conclusion of the event with a representative of the Licensee. In order to not be charged a Two-Hundred Fifty Dollar (\$250) cleaning fee, licensee should ensure that the space is returned in the original state as provided.

Should the Licensee prefer to use our contracted vendor for their concessions, Sodexo Live (formerly Centerplate) is available to provide concessions service for the Licensee's event. There will be a Five-Hundred Dollar (\$500) gross sales minimum for each event day, with a Two-Hundred Fifty Dollar (\$250) minimum for each additional session, per day. If concession sales of the event do not reach the above listed minimums, the difference will be billed by Sodexo directly to the Licensee. If the Licensee would like for Sodexo Live to run concession for their event, they must notify athletic department contact, in writing, a minimum of 14 days prior to their event. After that 14 day window, Sodexo Live will be unable to provide service for the event. If Sodexo Live will be providing concessions service for Licensees event, Licensee must provide two (2) staff at the entry of the Natatorium to make best effort to prevent the permittance of any outside food and drink into the Facility.

#### **5. University of Louisville Youth Protection Program**

As mentioned in paragraphs 10 and 11 of the Agreement, The University of Louisville requires licensee to follow all guidelines of the University's Youth Protection Program (YPP). All participants under the age of 18 in activities on the University of Louisville campus must have a signed Youth Protection Program Release on file for each event. Teams may choose to submit their form in one of two ways, all participants and their parents may sign the Group Release form or forms may be submitted individually. Both the required forms and submittal directions may be found at [www.RalphWrightNatatorium.com/ypp](http://www.RalphWrightNatatorium.com/ypp).



**RALPH R. WRIGHT  
NATATORIUM**

# ESTIMATE

**Ralph Wright Natatorium**  
University of Louisville  
2216 S Floyd Street  
Louisville, Kentucky 40208  
United States

5028521681  
RalphWrightNatatorium.com

**BILL TO**  
Jefferson County Public Schools

**Estimate Number:** 25010

**Customer Ref:** JCPS Middle School  
Champs

**Estimate Date:** September 19, 2024

**Valid Until:** November 15, 2024

**Estimate Total** **\$3,410.48**  
**(USD):**

Items	Quantity	Price	Amount
<b>Full Facility Rental</b> 1/2 Day Rental of facility, Less than 6hrs	1	\$1,375.00	\$1,375.00
<b>Lifeguard Staff</b> 6 Lifeguards, billed hourly	6	\$120.00	\$720.00
<b>Custodial Services</b> Billed hourly, 2 custodians	5	\$40.00	\$200.00
<b>Security Services</b> 3 Security Guards, billed hourly.	6	\$90.00	\$540.00
<b>Meet Manager Operator</b> Billed Hourly.	5	\$19.25	\$96.25
<b>Omnisport Operator</b> Billed Hourly.	5	\$19.25	\$96.25
<b>Timing Equipment</b> Billed hourly, per side.	4	\$15.00	\$60.00
<b>Facility Manager</b> Billed per hour	6	\$53.83	\$322.98





**RALPH R. WRIGHT  
NATATORIUM**

# ESTIMATE

**Ralph Wright Natatorium**  
University of Louisville  
2216 S Floyd Street  
Louisville, Kentucky 40208  
United States

5028521681  
RalphWrightNatatorium.com

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Tax Exempt 0%: \$0.00

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**Total:** \$3,410.48

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**Estimate Total (USD):** \$3,410.48

This is just an estimate. A final invoice will be sent following the event. For questions please contact Seth Boone at [seth@gocards.com](mailto:seth@gocards.com).

Powered by  **wave**

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