



**LISA LEWIS, DIRECTOR**  
STEPHANIE BONNETT, ASSISTANT FINANCE OFFICER  
FREDA HOLDERMAN, ACCOUNTING SUPERVISOR

**DEPARTMENT OF FINANCE**

TO: Board Members  
FROM: Lisa Lewis, Director of Finance *Lewis*  
DATE: October 28, 2025  
RE: Natatorium Facility Rental Agreement

Bullitt County Public Schools wishes to enter into an agreement with the University of Louisville Athletic Association (ULAA) to rent the Ralph Wright Natatorium for high school swim practices. The proposed agreement provides access to four lanes for use by Bullitt County High Schools on Mondays and Wednesdays from 7:30–8:30 p.m. and Thursdays from 8:00–9:00 p.m., beginning October 27, 2025, through February 19, 2026, excluding holiday breaks.

- Estimated rental cost: \$3,330, based on actual dates used.
- Facility: Ralph Wright Natatorium, University of Louisville.
- Purpose: High school swim team practices.
- Insurance requirements and youth protection program compliance are included as part of the agreement.
- The standard ULAA facility rental terms apply with the removal of the hold harmless section.

It is recommended that the Board of Education approve the Natatorium Facility Rental Agreement between the University of Louisville Athletic Association and Bullitt County Public Schools for the 2025–2026 swim season. This agreement was reviewed by the district’s legal team.

**Attachment:**

University of Louisville Athletic Association Natatorium Facility Rental Agreement

**OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE**

**BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION**

**UNIVERSITY OF LOUISVILLE ATHLETIC ASSOCIATION  
NATATORIUM 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 Athletic Association (hereafter “ULAA”), and **Bullitt County High 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 ULAA 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, ULAA 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 ULAA including those listed on the ULAA website at <http://www.ralphwrightnatatorium.com/policies-rules>.
2. **FACILITIES AND UTILITIES:** ULAA 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”. ULAA shall be responsible for utility costs at the Facility except telecommunication and network services.
3. **TERM:** The term of this License shall be **October 27, 2025- February 19, 2026. 4 lanes, 7:30-8:30 p.m. on Mondays and Wednesdays. 4 lanes, 8-9 p.m., on Thursdays.** 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 ULAA and such plans and specifications are approved in writing by ULAA. Upon the approval of such improvement or alterations, all such improvements or alterations made to the Facility shall remain the property of ULAA.
5. **PERMITTED USES:** Licensee shall use the Facility only for the operations described in Exhibit A of this Agreement.
6. **DEFAULT AND CANCELLATION:** ULAA 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. ULAA 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

ULAA or its property, ULAA 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 ULAA 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 ULAA, become the sole property of ULAA, or ULAA may elect to have the property removed from the Facility and the Licensee shall pay ULAA the reasonable costs incurred in such removal.
8. ~~**WAIVER AND HOLD HARMLESS:** Licensee shall indemnify and hold harmless ULAA, 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 ULAA or its employees or agents acting within the scope of their duties.~~ **(As a public agency, we cannot provide the hold harmless language.)**
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 ULAA premises or host liquor liability insurance if alcohol will be served on ULAA premises. ULAA must be contacted before any event selling alcohol takes place. ULAA 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 ULAA having been provided at least thirty (30) days written notice. Required insurance policies shall contain the following: (i) University of Louisville Athletic Association 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 ULAA 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 ULAA 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, ULAA 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:** ULAA retains the full right and authority to enter and inspect the Facility at all reasonably anticipated hours, provided that at no time ULAA conducts such activities so as to unreasonably interfere with Licensee's use and occupancy. ULAA 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 ULAA. 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 ULAA 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:** ULAA 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:
- Licensee : **Bullitt County Public Schools**  
**1040 Highway 44 East**  
**Shepherdsville, KY 40165**
- ULAA:
- ULAA  
c/o Johnny Kimberlin  
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 ULAA 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. **ULAA NAME:** Licensee shall not use the name or logo of ULAA or any of its units for any purpose without prior permission of ULAA.
20. **LICENSE FEE:** The Licensee shall pay an Estimated License Fee of \$3,330.0 as provided in an estimate sent via email on Tuesday, 10/21/2025. The estimate is based on renting lanes 10/27/25- 2/19/26. It is just an estimate and Bullitt County Public Schools will only be charged for dates they practice. 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 ULAA 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 ULAA or Licensee.

ULAA

LICENSEE

By: **Josh Heird** \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: **Athletic Director** \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## ULAA

### Exhibit A

#### Ralph Wright Natatorium

**1. Facility Usage:**

Representatives of the licensee, within a reasonable number, are permitted to enter the facility up to 20 minutes prior to the practice time.

**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. Practice Specifics:** Bullitt County Public Schools will have 4 lanes, 7:30-8:30 p.m. Mondays and Wednesdays and 4 lanes, 8-9 p.m. on Thursdays. The rental is schedule from October 27 – February 19, 2026. There will be no practice 11/26 or 11/27 or during the winter break of 12/15/2025-1/3/2026.

**4. Youth Protection Program**

As mentioned in paragraphs 10 and 11 of the Agreement, ULAA requires licensee to follow all guidelines of the ULAA'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).