

RENTAL AGREEMENT

THIS RENTAL AGREEMENT (the "Agreement") is made and entered into as of the 23 day of July, 2026, to be effective July 1st, 2026 (the "Effective Date"), by and between the **ELIZABETHTOWN INDEPENDENT SCHOOLS** ("EIS"), a Kentucky board politic, and **HARDIN COUNTY SCHOOLS** ("HCS").

RECITALS:

A. EIS owns and operates certain property containing the T.K. Stone Junior High School, located at 323 Morningside Drive, Elizabethtown, Hardin County, Kentucky (the Aquatic Facility).

B. HCS is a public school district in the Commonwealth of Kentucky.

C. HCS desires to rent the EIS Aquatic Facility and EIS, in furtherance of its goal to partner with HCS to provide opportunities for area students, desires to allow HCS to rent the Aquatic Facility, for use by youth swimmers, as defined herein, on certain days and at certain times, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing recitals and in consideration of the covenants and undertakings of EIS and HCS set forth in this Agreement, EIS and HCS do hereby agree as follows:

1. **Grant; Premises Accepted "AS-IS"**. For purposes of this Agreement, the "Aquatics Facility" shall include the swimming pool, locker rooms, restrooms and other portions of the building, interior and exterior, situated on the property and which do not require a separate key for entry. EIS hereby rents the Aquatics Facility to HCS only for HCS' formal swimming practices and competitions involving youth, set forth in Section 5 herein as swimmers in grades pre-K-12, to be specifically set forth in a written schedule of dates and times provided by HCS to EIS no later than August 1st, 2026, and which shall be approved by EIS in writing, subject to all terms and conditions set forth herein, and keeping in mind EIS at all times retains first priority of use of the Aquatics Facility. **NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, HCS SHALL NOT BE ENTITLED TO POSSESS AND/OR OTHERWISE UTILIZE THE AQUATICS FACILITY ON ANY DAY OR TIME OTHER THAN THOSE SET FORTH IN THE WRITTEN SCHEDULE APPROVED AND SIGNED BY EIS UNLESS EIS, BY AND THROUGH ITS SUPERINTENDENT OR DIRECTOR OF FACILITIES, GRANTS ITS PRIOR WRITTEN CONSENT TO HCS' USE OF THE AQUATICS FACILITY ON ANY OTHER DAY AND/OR TIME.** Such consent may be withheld and subjected to certain conditions in EIS's sole discretion. On all dates and times set forth in the written schedule approved by EIS, and on any other day or time which EIS consents to HCS using the Aquatics Facility, HCS shall have the non-exclusive right to use the driveways, parking lot, and sidewalks situated on the property for purposes of parking and accessing the Aquatics Facility. HCS accepts possession of the Aquatics Facility in its "AS-IS" condition with any faults.

2. **Termination.** This Agreement shall commence effective July 1st, 2026, and shall terminate effective June 30, 2027, unless earlier terminated in accordance with this Agreement. Notwithstanding any provision of this Agreement to the contrary, it is understood and agreed that either party hereto may terminate this Agreement upon sixty (60) days prior written notice; provided, however, that such termination shall not impair or negate any obligations of HCS which explicitly survive the expiration or other termination of this Agreement.

3. **Rent.** HCS shall pay rent to EIS in the amount of Ten Thousand Dollars (\$10,000.00) per calendar year. Payment in full is due on or before June 30, 2025.

4. **Utilities.** EIS shall pay for all heat, water, sewer, service charges, gas, electricity, and other public utilities used on or about the Aquatics Facility, with no reimbursement or payment being due from HCS for such utilities expenses.

5. **Use of Premises: Compliance with Laws.** HCS may use the Aquatics Facility only for lawful purposes in connection with the activities of its youth swimming program. Participants in the program must either be those in grades K-12, or children of pre-K age provided they are participating in programs wholly administered and supervised by HCS. This Agreement shall expressly not apply to adult swimmers or those not within grades pre-K-12, and any use of the Aquatics Facility by adult or non-youth swimmers shall only be permitted by separate, written agreement with EIS. HCS agrees to use the Aquatics Facility in a safe and careful manner, and to neither create nor permit any hazard, nuisance, or menace in or about the Aquatics Facility during its use of same. HCS covenants and agrees that it and its employees, agents, members, guests and invitees shall not use the Aquatics Facility for any illegal purpose or in any manner which would violate any applicable law, rule, regulation, ordinance, or executive order of any Federal, state, or local governmental authority. HCS covenants and agrees it shall properly supervise the participants in its activities at the Aquatics Facilities at all times. HCS covenants and agrees that at all times it occupies and/or utilizes the Aquatics Facility, whether or not pursuant to this Agreement, it shall be solely and individually responsible for ensuring compliance with all requirements of 902 KAR 010:120 and other laws governing use of lifeguards at the Aquatics Facility. By its execution of this Agreement, HCS certifies it has read and is familiar with the requirements of 902 KAR 010:120 and other laws governing use of lifeguards at the Aquatics Facility. HCS covenants and agrees that it shall acquire and maintain proper licensure and certification(s) to conduct its activities at the Aquatics Facility, **and will conduct Kentucky and FBI background checks, at HCS' expense, for all employees and volunteers who participate in its activities at the Aquatics Facility.** HCS shall provide all such background checks to EIS, and shall notify all subjects of such background checks that they will be provided to EIS. EIS reserves the right to levy a penalty against HCS of up to Five Thousand and No 00/00 Dollars (\$5,000.00) for each instance in which it is determined HCS allowed an employee or volunteer on the pool deck for whom the aforementioned background check procedures have not been completed and followed. HCS further covenants and agrees to use the Aquatics Facility in accordance with all policies and procedures adopted or employed by the EIS. At any time the pool is used by HCS in accordance with this agreement, an EIS

employee must be present on the premises. At any time the pool is used by HCS, there must be a trained, certified lifeguard present at the facility.

6. **Maintenance and Repairs; Damage: Cleaning.**

A. **Repairs.** Notwithstanding any provision of this Agreement to the contrary, HCS shall, at HCS' sole cost and expense, repair any damages to the Aquatics Facility caused by HCS and/or HCS' employees, agents, members, visitors, invitees and/or licensees. HCS shall otherwise keep the Aquatics Facility in a safe, orderly, and sanitary condition when using it.

B. **Alterations.** HCS shall not make any improvements, alterations, additions or installations to any part of the Aquatics Facility without the prior written consent of EIS, which consent may be withheld in EIS's sole discretion.

C. **Cleaning.** **HCS shall, after every instance in which it uses the Aquatics Facility, clean and organize the premises in the same condition in which they were in when HCS entered the premises.** Notwithstanding any provision of this Agreement to the contrary, in the event that HCS fails to clean and organize the premises as required by this subsection, EIS shall, without notice to HCS have the right to either clean and organize the premises or hire a professional cleaner to clean and organize the premises at HCS' expense and to charge to HCS the expenses incurred to complete such cleaning and/or organization of the premises, such amount being no less than Two Hundred Fifty and No 00/00 Dollars (\$250.00) per cleaning. HCS shall pay any such cleaning charges within ten (10) days of receipt of demand from EIS.

7. **Insurance.**

A. **Liability Insurance.** Throughout the term of this Agreement, including any renewal and/or holdover term, HCS shall, at its sole cost and expense, keep in full force and effect with a public liability insurance policy in an amount of not less than Two Million Dollars (\$2,000,000.00) for bodily injury or death and/or damage to property, insuring EIS and HCS, as well as HCS' employees, agents, members, visitors, invitees and licensees against any liability that may accrue against them or any of them on account of any occurrences on or about the Aquatics Facility during the term or in consequence of HCS occupancy or use thereof and resulting in bodily injury or death or property damage. The liability insurance policy shall be maintained by a reputable and financially sound insurer acceptable to EIS licensed to do business in the Commonwealth of Kentucky. The liability insurance policy shall name EIS as an additional insured and shall contain a clause that the insurer will neither cancel nor change such insurance without first giving thirty (30) days' prior written notice to EIS. Within thirty (30) days of the effective date of this Agreement, HCS shall provide EIS with a copy of a certificate of insurance verifying that the above requirements have been met, and shall also provide EIS a copy of such certificate upon request at any time during the term of this Agreement. Proof of insurance must be on file by July 1, 2025, at the EIS Central Office before the Aquatic Facility can be used pursuant to this agreement.

B. **Personal Property Insurance.** HCS during the term of this Agreement, shall be responsible for acquiring, at HCS' own cost and expense, any insurance on any personal property which it brings upon the premises during its use thereof which HCS wishes to maintain. Such policy of property insurance shall contain a waiver of subrogation clause. Notwithstanding any provision of this Agreement to the contrary, EIS shall have no liability or obligation whatsoever for damage to, destruction of, or theft or vandalism of any property brought upon the premises by HCS and/or HCS' employees, agents, members, visitors, invitees, or licensees.

8. **Liability: Indemnification.** Notwithstanding any provision of this Agreement to the contrary, in no event shall EIS be responsible or liable for any damage to, destruction of, and/or theft or vandalism of any personal property of HCS or its employees, agents, members, visitors, invitees or licensees which is placed or brought upon the premises. HCS uses the Aquatics Facility at its own risk and accepts the premises in its "AS-IS" condition with any defects known or unknown. HCS shall defend, indemnify, and hold harmless EIS and its members, directors, officers, employees, and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from [i] HCS' use of the Aquatics Facility and/or the property in and around the Aquatics Facility; [ii] any negligent or willful act or omission of HCS and/or HCS' employees, agents, members, visitors, invitees, and licensees; and/or [iii] HCS' failure to perform and/or comply with its obligations or covenants under this Agreement, which include but are not limited to any requirement of this Agreement that HCS comply with laws and regulations specifically referenced herein or relating to HCS' use of the Aquatics Facility. Notwithstanding any provision of this Agreement to the contrary, HCS' indemnification obligations set forth in this Section 8 shall survive termination or expiration of this Agreement.

9. **Waiver of Claims: Liability Limitation.** In no event shall EIS be liable to HCS for consequential damages or punitive damages, as HCS hereby waives the right to claim or recover any such damages. HCS agrees it shall look solely to the property of EIS in premises rented to secure any claim for a breach hereunder by EIS, for collection of any judgment, or in any other proceedings, including requiring the payment of money by EIS in the event of default or breach by EIS of any terms and conditions of this Agreement, it being the intent hereof that there shall be no personal liability of EIS hereunder. It is understood that in no event shall HCS have any right to levy execution against any property of EIS other than its interest in the premises being rented under this Agreement.

10. **Remedies in Event of Default by HCS.** In the event HCS shall default in the payment of any rental or other charge herein provided for, and such default shall continue for five (5) days after EIS shall have notified HCS in writing of the existence of such default; or in the event of default by HCS in the observance or performance of any of the other terms, covenants, agreements or conditions contained in this Agreement for a period of ten (10) days after written notice; or if HCS is adjudicated as bankrupt; or if a permanent receiver is appointed for HCS' property, including HCS' interest in the premises rented hereunder; then, and in any of said events (said events being sometimes referred

to as events of default), HCS shall be deemed to have breached this Agreement and EIS shall have the right at its option either to:

A. Cancel and terminate this Agreement by notice in writing to HCS, and if such notice shall be given, all rights of HCS to the use and occupancy of the Aquatics Facility shall terminate as of the date set forth in such notice; or

B. EIS may take whatever action at law or in equity which may appear necessary or desirable to collect the rent and other amounts then due and thereafter to become due hereunder or to enforce performance and observance of any obligation, agreement or covenant of HCS under this Agreement.

11. **General Provisions.**

A. **Relationship of the Parties.** Nothing contained in this Agreement shall be deemed or construed by EIS or HCS, or by any other party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between EIS and HCS.

B. **Authority and Non-Profit Status of HCS.** HCS warrants and affirms that it is a validly constituted non-profit corporate entity existing under the laws of the Commonwealth of Kentucky and has full right, power and authority to enter into this Agreement and to perform its obligations hereunder. Within thirty (30) days of the effective date of this Agreement, HCS shall provide EIS with a copy of its most recently filed IRS Form 990, state revenue tax exemption filings and most recent annual statement filed with the Kentucky Secretary of State.

C. **Applicable Law.** This Agreement, its validity, performance and enforceability, shall be construed under the laws of the Commonwealth of Kentucky.

D. **Entire Agreement.** This Agreement, and any exhibits or schedules attached to it, set forth all the promises, agreements, conditions and understandings between the parties relative to the Aquatics Facility, and there are no other promises, agreements, conditions or understandings, either oral or written, between EIS and HCS other than those set forth in this Agreement. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon EIS or HCS unless reduced to writing and signed by each of them.

E. **Assignment or Sublease.** This Agreement may not be assigned by HCS, by operation of law or otherwise, without EIS's prior written consent, which consent may be withheld in EIS's sole discretion. HCS may also not sublet the Premises.

F. **Successors and Assigns.** This Agreement shall be binding upon both parties and their respective successors and permitted assigns, and shall inure to their respective benefit.

G. **Invalidity.** The invalidity or unenforceability or any provision in this Agreement shall not affect or impair any other provisions of this Agreement.

H. **No Waiver Implied.** No waiver of any default hereunder shall be implied from any omission by either party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

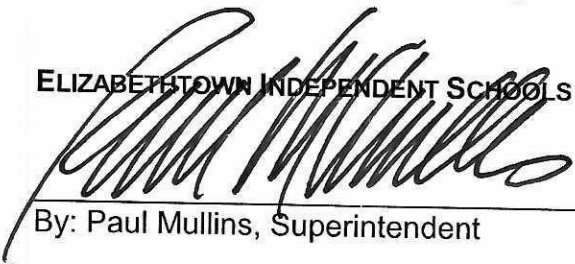
I. **EIS Cure Period.** Notwithstanding any provision of this Agreement to the contrary, EIS shall not be charged with a default or breach of this Agreement or any obligation hereunder unless HCS shall have first delivered written notice to EIS of the purported breach or default and EIS fails to cure such purported breach or default within thirty (30) days, or if such breach or default cannot reasonably be cured within thirty (30) days, then within such additional period as is reasonably required for the cure of such breach or default.

J. **No Recording of Lease.** This Agreement shall not be recorded in the public records.

K. This Agreement will not be considered as being provided by or drafted by either party; both parties certify that they have had sufficient time to review and read the Agreement and to propose any desired changes.

IN TESTIMONY WHEREOF, EIS and HCS have executed this Agreement as of the date first above written.

ELIZABETHTOWN INDEPENDENT SCHOOLS


By: Paul Mullins, Superintendent

HARDIN COUNTY SCHOOLS

By: _____
Title: _____