

**CITY OF BLUE RIDGE PARKS & RECREATION DEPARTMENT  
SWIM LESSONS AGREEMENT**

**THIS AGREEMENT** (the Agreement) is entered into as of the 12 day of June, 2017 (the Effective Date), between, the City of Blue Ridge through its agent the Parks & Recreation Department and Swim Instructor – Renee Mashburn.

Contact: Renee Mashburn	Address:
Phone: [REDACTED]	Email:

**1. USE OF PROPERTY.**

The City of Blue Ridge grants permission to Renee Mashburn – Swim Lessons Instructor, to use the portion of the City of Blue Ridge Parks & Recreation Department Swimming Pool facility to perform swim lessons at the city pool. It is hereby agreed on that all monies profited from the swim lessons will be split 50/50 between the City of Blue Ridge and Instructor Renee Mashburn.

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Use of the leased space shall be for the days and times listed below and will include all set-up and clean-up time.

Begin Time: 9:30 a.m. End Time: 11:30 a.m.

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Date(s): June 12, 14, 16, 19, 21, 23;  
July 10, 12, 14, 17, 19, 21  
August 7, 9, 11, 14, 16, 18

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**(A) BLUE RIDGE'S OBLIGATIONS**

- i. **SERVICES PROVIDED (INDOOR).** Blue Ridge will provide heating/air conditioning (where applicable), overhead light within indoor facilities, normal room set-up and trash receptacle(s). Renee Mashburn is responsible for removal of all decorations, trash, etc.
- ii. **SERVICES PROVIDED (OUTDOOR).** Blue Ridge will provide outdoor space as is. Modifications will not be allowed. Any structures, fixtures, or amenities, either temporary or permanent, may not be removed or altered in any fashion.
- iii. **SERVICES PROVIDED (SPECIAL).** Because of the diversity of the facilities available from the Agency, special services may be provided within special use facilities. Refer specific questions to the facility manager at time of application involving special services.

**(B) RENEE MASHBURN'S OBLIGATIONS**

- i. **MINIMUM AGE REQUIREMENT.** \_\_\_\_\_ (INITIALS) I certify that I am 25 years of age or older.
- ii. **COMPLIANCE WITH LAWS AND REGULATIONS.** Renee Mashburn and her agents or employees will comply with all laws, ordinances and regulations adopted or established by

- federal, state or local government agencies or bodies; and by all facility rules and regulations as provided by Blue Ridge.
- iii. **JANITORIAL DUTIES.** Renee Mashburn agrees to perform normal clean-up including but not limited to picking up trash, removal of trash from building, spot cleaning, sweeping, mopping and vacuuming where needed.
  - iv. **AGREEMENT TO QUIT PREMISES.** Renee Mashburn agrees to quit leased space no later than the end of the term of this agreement and further agrees to leave leased space in condition equal to that at the commencement date of this lease, ordinary wear and use only accepted.
  - v. **REMOVAL OF PROPERTY.** Renee Mashburn agrees that all materials pertinent to the event which are not the possession of Blue Ridge will be removed from the premises before the expiration date of this lease.
  - vi. **PAYMENT OF DAMAGES.** As to damages to the premises due to the act or omission of Renee Mashburn, Renee Mashburn agrees to pay costs of repair or replacement of any and all damages of whatever origin or nature which may have occurred during the term of this agreement in order to restore the leased spaced or other parts of the Blue Ridge's premises affected by the event to condition equal to that at the time this lease went into effect. Blue Ridge will provide detailed billing and accounting to Renee Mashburn when such restoration is completed.
  - vii. **ADHERENCE TO POLICIES AND PROCEDURES.** Renee Mashburn agrees to adhere to all facility use guidelines as well as general facility operating policies and procedures.
  - viii. **CATERING.** All catering must be performed by caterers who have a permit to perform business of this nature. Caterers who do not have a business permit will not be allowed to use the facility. It is the responsibility of Renee Mashburn to make arrangements only with a caterer who has a permit to do business of this nature.
  - ix. **CERTIFICATIONS.** Renee Mashburn will renew and obtain current certifications from Red Cross in CPR and First Aid as soon as possible, and provide them to the City no later than the regularly scheduled Council meeting in July 2017.
  - x. **ASSISTANTS.** Renee Mashburn certifies that she can properly supervise up to 8 students in a class. Should a class have more than 8 students, then for a class size from 8 to 16, Ms. Mashburn shall hire and pay for an assistant, and for a class size of 16 to 24, Ms. Mashburn shall hire and pay for two assistants. If Ms. Mashburn as an alternative uses aid from lifeguards hired by the City, then Ms. Mashburn will pay the salary of the lifeguard(s) for the time of the class.

**(C) PROPERTY USE REGULATIONS**

- i. **CONCESSIONS.** Blue Ridge reserves all concessions and concession rights including, but not limited to, food and beverage and parking privileges. Blue Ridge reserves unto itself the sole right to sell or dispense programs, periodicals, books, newspapers, soft drinks, flowers, candies, food, novelties, or any related merchandise in the Agency facility. No food or beverage items may be sold by Renee Mashburn, exhibitors, agents or patrons at any time without the express written consent of the Agency.

- ii. **ALCOHOLIC BEVERAGES.** In accordance with City of Blue Ridge Code Section 93.27, no person shall possess or use any alcoholic beverage, as defined in the laws of this state, in any park or recreational facility owned, operated or controlled by the City.
- iii. **RENEE MASHBURN'S RIGHT TO MOVE RENEE MASHBURN'S SPACE.** In permitting the use of the space hereinbefore mentioned, Blue Ridge retains the right to assign an alternate space for use by the Renee Mashburn. Renee Mashburn agrees that assignment of alternate space will be utilized only in cases where multi-day or total facility bookings are requested.
- iv. **BLUE RIDGE'S RIGHT OF ENTRY.** In permitting the use of the space hereinbefore mentioned, Blue Ridge does not relinquish and does hereby retain the right to enforce all necessary and proper rules for the management and operation of the said premises. Duly authorized representatives of Blue Ridge may enter the premises to be used, and all of the premises, at any time on any occasion without any restrictions whatsoever. All facilities and their contents, including the area which is the subject of this lease, and all parking areas, shall be at all times under the charge and control of Blue Ridge. Renee Mashburn may only enter the premise to be used during the rental times stated above unless Renee Mashburn has received consent from the Blue Ridge to enter the premise at a time differing from the lease agreement.

## 2. RENTAL AMOUNT & PAYMENT DUE

- (A) The term of this Agreement shall be from the Effective Date until **August 18, 2017**. All monies shall be split equally as agreed upon. Payment to Renee Mashburn will be made bi-weekly as payroll falls on Thursday.

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## 3. TERMINATION

Either party may terminate this agreement for convenience upon providing at least thirty (30) days prior written notice of termination to the other party. Additionally, Blue Ridge may terminate this agreement immediately, subject to the **OPPORTUNITY TO CURE** provisions contained in Section 4 below, upon the breach by Renee Mashburn of any provision of this agreement.

## 4. OPPORTUNITY TO CURE

If Renee Mashburn shall fail to pay any rental or other amounts payable under this agreement when due, or if Renee Mashburn should fail to perform any other of the covenants, terms or conditions of this agreement, prior to exercising any rights or remedies against Renee Mashburn on account thereof, Blue Ridge shall first provide Renee Mashburn with written notice of the failure and provide Renee Mashburn with a five (5) business day period to cure such failure. In the event that Renee Mashburn fails to cure the failure within such time period, this agreement shall automatically terminate.

## 5. INDEMNITY & HOLD HARMLESS

- (A) **INDEMNITY.** Renee Mashburn agrees to indemnify, defend and hold harmless the Blue Ridge against all damages, expenses, costs, fees, charges, loss and liability, whether groundless or

otherwise, which may be now or hereafter incurred against Blue Ridge by reason of any suits, actions, claims, proceedings, judgments, or administrative ruling arising out of or in connection with the lease of the facilities of the City of Blue Ridge Recreation and Parks Agency.

(B) **WAIVER AND RELEASE.** Except as provided hereinafter, I/We agree to hold harmless and defend the City of Blue Ridge against any and all claims for damages, compensation, or otherwise on the part of me, my child(ren) or any other party for whom I am responsible, growing out of or resulting from injury to me, my child(ren) or any other party for whom I am responsible while participating in this program, and to reimburse or make good any loss or damage or costs that the City of Blue Ridge may have to pay if litigation arises from injury to me, my child(ren) or any other party for whom I am responsible, and I hereby waive any and all rights of exemption, both as real or personal property, to which I may be entitled under the laws of this or any other state as against claims for reimbursement or indemnity by the City of Blue Ridge. This waiver and release shall not apply to injury, death or other claims found by a court of competent jurisdiction to be due to the willful or wanton act of an agent of the City of Blue Ridge.

**6. COMPLETE AGREEMENT**

All terms and conditions of this written lease agreement shall be binding upon the parties, their heirs or representatives and assigns and cannot be waived by any oral representation or promise of any agent or other representative of the parties hereto unless the same be in writing and signed by duly authorized agent or agents who executed the lease agreement. Such written document must be incorporated by specific reference herein as part of this lease agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed and dated the date and year first above written.

**City of Blue Ridge**

**Renee Mashburn**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

City / State / ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_