

AGREEMENT

This Agreement is made this 24th day of October, 2016, by and between **MEADVILLE AREA RECREATION AUTHORITY**, a municipal authority created and existing under the laws of the Commonwealth of Pennsylvania with its offices located at 800 Thurston Road, Meadville, Crawford County, Pennsylvania (hereinafter referred to as “Authority”) and **CRAWFORD CENTRAL SCHOOL DISTRICT**, a political subdivision created and existing under the laws of the Commonwealth of Pennsylvania with its offices located at 11280 Mercer Pike, Meadville, Crawford County, Pennsylvania (hereinafter referred to as “School District”).

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and with the intent to be legally bound hereby, the Authority and School District agree as follows:

I. TERM

The term of this Agreement is for the period from October 24, 2016 through and including June 30, 2019.

II. AREAS AND TIMES LEASED

The School District shall lease from the Authority the facility areas of the Authority for the times and conditions set forth in Exhibit “A”, which is attached hereto and made a part hereof.

III. FEE

A. The School District shall pay an annual fee to the Authority in the amount of \$45,000 for the lease of the Authority’s facility areas for the following three school years: 2016-2017 school year, 2017-2018 school year, and 2018-2019 school year. The School District’s payment of \$45,000 for the 2016-2017 school year shall be made to the Authority upon the execution of this Agreement by both parties. The School District’s payment of \$45,000 for the 2017-2018 school year shall be made to the Authority on September 1, 2017. The School

District's payment of \$45,000 for the 2018-2019 school year shall be made to the Authority on September 1, 2018.

B. As additional consideration of the School District's use of areas leased to it by the Authority, the School District will pay the Authority's share of the bond payments for the biomass facility from October 24, 2016 through and including June 30, 2019. Furthermore, in consideration of the School District's use of areas leased to it by the Authority, the School District will pay the Authority's share of operational costs for the biomass facility during the period from October 24, 2016 through and including June 30, 2019.

C. In consideration of the payments made by the School District as set forth in Section III, Paragraph B of this Agreement, the Authority must enhance its use of energy produced by the biomass facility. The Authority must collect data and furnish it to the School District, which demonstrates the Authority's increased use of energy produced by the biomass facility. The School District will assist the Authority in the steps it needs to take in order to enhance its use of energy produced by the biomass facility. If the Authority refuses or neglects to implement procedures to enhance its use of energy produced by the biomass facility, then, after thirty (30) days written notice to the Authority, the School District may discontinue its payments of the Authority's share of operational costs for the biomass facility.

IV. LEASED AREAS

The following guidelines shall govern the rental of each of the following areas:

A. Swimming Pool -

- (i) In the event MASH's swimming and diving teams want to exceed the maximum hours per school day for practices as set forth in Exhibit "A", the School District must have prior authorization from the Authority's Operations Manager or his/her designee.
- (ii) All competitive swimming and diving meets involving MASH's swimming and diving teams must be scheduled in advance by MASH's

Athletic Director and approved by the Authority's Operations Manager or his/her designee.

- (iii) In the event MASH's swimming and diving teams want to utilize the swimming pool for practices on non-school days, the School District must have prior authorization from the Authority's Operations Manager or his/her designee.
- (iv) MASH's swimming and diving teams shall be permitted to utilize the storage room in the girl's locker room for its supplies.
- (v) The School District is permitted to utilize the locker rooms available in the swimming pool area. The members of MASH's swimming and diving teams will be able to secure a locker for the season with a deposit in an amount to be determined by the Authority.

B. Tennis Courts -

- (i) Reservation of the tennis courts by the School District for its tennis teams and programs shall be done through coordination with the Authority's Operations Manager or his/her designee and the School District's Athletic Director.

C. Baseball Field -

- (i) Reservation of the baseball field and related facilities by the School District for its baseball teams and programs shall be done through coordination with the Authority's Operations Manager or his/her designee and the School District's Athletic Director.

D. Nature Trails -

- (i) Reservation of the nature trails by the School District for its programs shall be done through coordination with the Authority's Operations Manager or his/her designee.

E. Parking Lots -

- (i) The School District will require that students driving to school are to utilize parking lots at the School District during the school day.

V. AUTHORITY MAINTENANCE

The Authority shall provide the following maintenance during the term of this Agreement to the following facility areas:

- A. Swimming Pool - All cleanup and maintenance shall be performed by the Authority staff which will include the following:
 - (i) Disinfection of floors and locker room showers and changing areas daily;
 - (ii) Cleaning of and disinfecting the pool deck;
 - (iii) Brushing and vacuuming of pool daily;
 - (iv) Testing the pool water every two hours for PH and chlorine;
 - (v) As needed cleaning of pool filters; and
 - (vi) Other repairs as needed.
- B. Baseball Field -
 - (i) The MASH Boosters will make every effort to mow and maintain the field before games.
- C. General Maintenance -
 - (i) Snow removal as needed for sidewalk areas.

VI. RULES AND REGULATIONS

The School District shall ensure that all students utilizing the Authority's facilities pursuant to this Agreement shall comply with all rules and regulations of the Authority. In the event that a student violates said rules and regulations, the Authority's Operations Manager reserves the right to prohibit that student from further use of the facility after consultation with the School District's Superintendent.

VII. UTILIZATION OF THE FACILITIES

The School District shall ensure that its students utilize the facilities in a proper and reasonable manner. Any damage beyond normal wear and tear incurred to the facility caused by the School District's usage of the facility pursuant to this Agreement shall be the responsibility of the School District for repair. The premises and the facilities are to be in the same condition as at the beginning of each daily rental period, reasonable wear and tear excepted.

VIII. ADDITIONAL REGULATIONS

Notwithstanding the overall rules and regulations covering the use of the facility, the School District shall ensure that during all periods of its use, there shall not be any boisterous, objectionable or improper activity or conduct on the premises. In addition, fire regulations will be observed including maintenance of unobstructed exits and fire lanes. Any mechanical, electrical or chemical equipment used must meet regular safety standards and be approved by the Authority. Smoking and tobacco products as well as electronic cigarettes are not permitted on the facility property. Drinking of alcoholic beverages on the facility property or the bringing of alcoholic beverages or illegal drugs onto the facility property is strictly forbidden.

IX. INDEMNIFICATION

The School District agrees to indemnify, hold harmless, and defend the Authority for any and all claims, actions, complaints, or proceedings by any School District employee or School District student for personal or property injury, which occurred during the time of the School District's use of the Authority's facilities and which was caused by any act, neglect, default, or omission by the School District.

The Authority agrees to indemnify, hold harmless, and defend the School District for any and all claims, actions, complaints, or proceedings by any School District employee or School District student for personal or property injury, which occurred during the time of the School District's use of the Authority's facilities and which was caused by any act, neglect, default, or omission by the Authority.

X. APPLICABLE LAWS

The School District shall ensure that students comply with all state, local and federal laws, regulations and requirements while the students are on the facility property.

XI. INSURANCE

The School District shall maintain during the term of this Agreement liability insurance with a minimum coverage of two million dollars (\$2,000,000) per occurrence, with an aggregate of no less than four million dollars (\$4,000,000) from an insurance company with an A.M. Best Rating of A- or better, for injury to any one person and for damage to property and shall have the Authority named as an additional insured. A Certificate of Insurance shall be mailed to the Authority's Operations Manager prior to the commencement of this Agreement and the Authority shall be provided with a thirty (30) day notice of cancellation of any insurance. Inadequate insurance coverage shall be grounds to deny access to the facility.

XII. IMPOSSIBILITY OF FACILITY USE

If events beyond the control of the Authority render the use of any of the facilities impossible, the Authority shall not be liable for any losses, which may incur to the School District nor shall said impossibility of use relieve the School District from its financial obligations as set forth herein; provided however, the School District's financial obligations pursuant to this Agreement may be discontinued or partially discontinued should all or part of the facilities be closed due to circumstances beyond the Authority's control for a period in excess of thirty (30) days.

XIII. AUTHORIZED PERSONS

The School District shall ensure that only authorized persons be permitted during the times the School District is the sole user of any area of the facilities. The School District shall be responsible for maintaining order at all times during use periods and shall be responsible for uniform security when necessary, as determined by the Authority's Operations Manager or his/her designee.

XIV. BREACH OF THE AGREEMENT

If any of the terms of this Agreement are breached by the School District, then, at the discretion of the Authority's Operations Manager, the School District shall be given written notification of such breach and five (5) days within which to correct the infraction from the date of notification. Failure to correct the breach in the allotted time may result in the Authority restricting the School District's use of the facilities. The School District shall have the right to discontinue payments under this Agreement if the Authority breaches the Agreement upon thirty (30) days written notice to the Authority.

XV. GENERAL PROVISIONS

The following general terms, conditions and provisions shall govern the interpretation and enforcement of the terms of this Agreement.

A. Expenses - Each party shall bear its own expenses incurred in making this Agreement.

B. Assignment - Neither this Agreement nor any right created hereby shall be assignable by any party without the prior written consent of the other party. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto and their successors, any rights or remedies under or by reason of this Agreement.

C. Notices - Any notice, communication, request, reply or advice (hereinafter severally and collectively called "notice") in this Agreement provided or permitted to be given, made or accepted by any party must be in writing and may be given or be served by depositing the same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested or by delivering the same in person to such party. Notice deposited in the mail in the manner hereinabove described shall be effective only

if and when received by the party to be notified. For the purpose of notice the addresses of the parties, until changed, are as provided below:

- (i) If to the School District, to:

Crawford Central School District
Instructional Support Center
11280 Mercer Pike
Meadville, PA 16335
Attn: Thomas K. Washington, Superintendent

With a copy to:

Carl N. Moore, Esquire
Knox McLaughlin Gornall & Sennett, P.C.
120 West Tenth Street
Erie, PA 16501-1461

- (ii) If to the Authority, to:

Chris Nuzback, Operations Manager
Meadville Area Recreation Complex
800 Thurston Road
Meadville, PA 16335

With a copy to:

John C. Swick, Esquire
Shafer Law Firm
360 Chestnut Street
Meadville, PA 16335

D. Headings - Headings contained in this Agreement are for reference purposes only and shall not effect in any way the meaning or interpretation of this Agreement.

E. Counterpart Execution - This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

F. Parties and Interest - All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their successors and assigns.

G. Integrated Agreement - This Agreement constitutes the entire agreement between the parties and there are no agreements, understandings, restrictions, or representations between the parties other than those set forth herein or herein provided for. All prior or contemporaneous negotiations, agreements, understandings, statements, representations and warranties are merged into the terms hereof and are superseded hereby.

H. Choice of Law - It is the intention of the parties that the laws of the Commonwealth of Pennsylvania shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties.

I. Amendment, Modification and Waiver - This Agreement may only be modified or amended in a writing signed by the parties and attached to this Agreement. It is agreed and acknowledged that the parties must be free to assign the administration and performance of this Agreement to various agents, officers, servants, and employees and it is acknowledged that such persons may not be aware of the terms hereof or have access to copies of this Agreement and that the parties and principals thereof may inadvertently acted at variance with the terms hereof. It is therefore specifically agreed:

- (i) The Agreement expressed in and by this writing cannot be modified and no claim or right arising out of this Agreement or any breach thereof can be waived or discharged, in whole or in part, by a waiver or renunciation of a claim or right hereunder, unless such modification, waiver, or renunciation is expressed in a writing which specifically identifies such modification, waiver, or renunciation and is signed by the respective parties hereto.
- (ii) No activity by any party or any agent, officer, representative or employee of any party in any way related to the performance required hereunder or to the receipt or acceptance of performance or attempted performance and

no inaction on the part of any party hereto or of any agent, officer, representative, or employee thereof in reference to any performance, attempted performance, or non-performance on the part of any other party hereto or the agents, officers, representatives or employees of such other party, shall be deemed to constitute (or shall be introduced or sought to be introduced before any arbitrator, Court or other tribunal by any party) evidence of the meaning of any of the provisions of this Agreement or of any alleged modification thereof, or waiver of any claim or right hereunder.

- (iii) No waiver by any party of any default or breach by the other party under this Agreement shall operate as a waiver of any subsequent default, whether of a like or different character.

J. Product of Negotiation - This Agreement is the product of negotiation between the parties and no construction, interpretation, enforcement, inference or presumption in favor of or against any party shall be made as a consequence of the identity of the draftsman of this final statement of the product of such negotiations in the form of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and sealed on the date first above written.

ATTEST:

MEADVILLE AREA RECREATION
AUTHORITY

Secretary
(Authority Seal)

By: _____
Chairman

ATTEST:

CRAWFORD CENTRAL SCHOOL DISTRICT

Board Secretary

By: _____
Board President

**MEADVILLE AREA RECREATION COMPLEX LEASE AGREEMENT
EXHIBIT "A"**

SWIMMING POOL

MASH's swimming and diving teams shall have use of the swimming pool for practices and meets. During school days, MASH's swimming and diving teams shall have the use of the swimming pool for two (2) hours per day from Monday through Friday for practices. All competitive swimming and diving meets involving MASH's swimming and diving teams must be scheduled in advance by MASH's Athletic Director and approved by the Authority's Operations Manager or his/her designee. In the event MASH's swimming and diving teams want to utilize the swimming pool for practices on non-school days, the School District must have prior authorization from the Authority's Operations Manager or his/her designee. Also, the School District shall have use of the swimming pool for its special needs classes at scheduled times.

It shall be the responsibility of the School District to provide "certified staff" to ensure the safety of its students in and around the pool during all usage and meets the state minimum requirements.

The School District shall be responsible to install, remove, and properly store all lane lines, flags, diving blocks and other equipment utilized by its special needs classes and by MASH's swimming and diving teams.

School District personnel must supervise and monitor locker rooms whenever students are present. Report any vandalism or conditions that may negatively affect the usage of the Recreation Complex immediately.

BASEBALL FIELD:

Infield preparations (dragging, lining, placement of bases, etc.) shall be the responsibility of the School District.

The School District shall have the right to supplement cuttings should conditions warrant, subject to prior approval of the Authority Operations Manager, or his designee, so as to ensure that there will be no conflict with other scheduled use of the field.

All permanent additions and improvements to the field shall have prior written approval from the Authority Operations Manager.

Restrooms will be available May through October of each year. Earlier or later usage may be requested with the understanding that any damage occurring from freezing temperatures will be the responsibility of the School District.

TENNIS COURTS:

The School District may utilize the tennis courts for its tennis teams, physical education classes and programs with advanced scheduling by the Athletic Director. Courts available for use in existing condition.