

POOL USAGE AGREEMENT

THIS POOL USAGE AGREEMENT (the "Agreement") is made and entered into effective this 1st day of January, 2026, by and among Franklin Community School Corporation, and Franklin College.

GENERAL PROVISIONS

Duration of Agreement: The duration of this agreement is for a period of one year, with the option to continue and negotiate terms. Either organization may terminate this agreement by giving six months written notice to the other organization.

Notices: All notices, requests, and payments required pursuant to this Agreement shall be deemed sufficiently made if delivered, as follows:

To FCSC: Franklin Community School Corporation

Attn: Tina Jobe

998 Grizzly Cub Dr.

Franklin, IN 46131

Monetary Arrangement: It is agreed as follows that Franklin College shall make an annual payment of \$45,000 no later than October 1, 2026, in exchange for the use of the Franklin Community Middle School and/or Franklin Community High School pool.

The rental amount above is meant to subsidize the costs of operating the pool i.e. water, utilities, chemicals, and maintenance.

Franklin College will schedule use of the pool with the Aquatics Director for Franklin Community Schools. Activities for Franklin Community Schools will take priority, but efforts will be made to accommodate Franklin College's requests. Lifeguards will be hired and scheduled by the school's Aquatics Director for all Franklin College's practices and meets. Reimbursement of those lifeguard payroll expenses will be invoiced to Franklin College on a monthly basis.

When upgrades or new equipment is necessary, these requests will be mutually agreed upon and presented to the Executive Director of Operations, and approval will need to be obtained by the Superintendent prior to any purchases or alterations being made. Both parties will agree on a proportionate share of those expenses.

Franklin College agrees to:

1. Perform a head count conducted by the head coach of swimmers entering the pool at the beginning of the practice/event.
2. Perform a head count conducted by the head coach of swimmers entering the pool at the end of the practice/event.
3. Perform a pool sweep conducted by the lifeguard and head coach immediately following the practice/event to ensure nothing is left in the pool.
4. Not allow, under any circumstances, swimming under the bulkhead.

Indemnification and Hold Harmless Clause

To the fullest extent permitted by law, Franklin College agrees to indemnify, defend, and hold harmless the Franklin Community School Corporation, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, court cost, or alternative dispute resolution cost arising out of, resulting from, or otherwise in the performance or furnishing of work or services or use of facilities under this Agreement, including claims, damages, losses, and expenses of individuals or entities utilizing FCSC facilities pursuant to a separate agreement or

understanding with or without the permission or knowledge of Franklin College and/or Franklin Parks and Recreation.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorization as of the date first above written.

FRANKLIN COLLEGE

By:  _____

Kerry Prather, President

FRANKLIN COMMUNITY SCHOOL CORPORATION

By:  _____

Debbie Gill, School Board President