



BOARD OF SCHOOL TRUSTEES

KELLER INDEPENDENT SCHOOL DISTRICT

350 KELLER PARKWAY
KELLER, TEXAS 76248
PHONE: 817-337-7500
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1E. Action

TO: BOARD OF SCHOOL TRUSTEES

DATE: June 28, 2004

ACTION: RENEWAL OF HYDRO HEALTH, INC., DIFFERENT STROKES SWIM SCHOOL CONTRACT

Different Strokes Swim School will continue providing substitute Water Aerobics Instructors as needed for exercise classes at the Keller ISD Natatorium. Hydro Health, Inc., Different Strokes Swim School has successfully provided trained and certified Water Aerobics Instructors for all classes since March 4, 2003. The period for this contract will be June 28 through September 30, 2004.

The H2O Water Aerobics Exercise Classes will provide an opportunity for children, families, and senior adults of Keller to experience the benefits of water exercise and improve overall aerobic fitness, cardiovascular endurance, flexibility, coordination and promote the development of muscle strength.

The attached contract agreement between Hydro Health, Inc., Different Strokes Swim School and Keller ISD has been reviewed by our legal counsel.

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The administration recommends approval of the Hydro Health, Inc., Different Strokes Swim School Contract.

Respectfully submitted,

Lee Feris
KISD Natatorium Manager

**KELLER INDEPENDENT SCHOOL DISTRICT
STATE OF TEXAS
COUNTY OF TARRANT**

KNOW ALL MEN BY THESE PRESENTS:

Whereas, **Hydro Health, Inc., Different Strokes Swim School** has requested and received permission from the Keller Independent School District to use the KISD Natatorium from June 28, 2004 through September 30, 2004 (3 months) for the purpose of providing Substitute Water Aerobics Exercise Instructors. If at any time during this contract period Keller ISD Natatorium is able to obtain Certified H2O Water Aerobics Instructors this contract will be considered void. Proof of Liability Insurance with Keller ISD as a named insured will be provided by Hydro Health, Inc., Different Strokes Swim School. This insurance policy will remain in force during the full term of this agreement. KISD must be notified prior to any changes in carrier or coverage and all activities by Hydro Health, Inc., Different Strokes Swim School at the KISD Natatorium will be suspended until adequate coverage is obtained.

I. COST

Hydro Health, Inc., Different Strokes Swim School shall make payment of:

Rental Agreement:

Contract Period: 3 Month Period: June 28, 2004 through September 30, 2004

Contract Amount: \$125 Per Month Base Administrative Fee
\$25.00 Per Hour Rate for Substitute H2O Instructors as Needed

Any other activities not mentioned in this agreed contract period or contract amount must have KISD approval prior to use and will be charged at the prevailing KISD Natatorium rates.

The party who signs this contract as representative of the requesting organization agrees that the organization will underwrite any damage due to the use of the premises by the organization and that the activities that will be conducted on the premises are lawful and in accordance with state and federal law as it pertains to conduct on school district facilities in the State of Texas.

II. PROHIBITED PRACTICES

The following matters are to be considered as prohibited practices and are not to be indulged in by the requesting organization:

1. **Use of intoxicants and/or tobacco products** is a violation of State Law;
2. **No firearms are allowed in the Natatorium** as provided by Texas State Law;
3. **No signs, posters or billboards will be posted** on walls, stands, or allowed in the KISD Natatorium;
4. **No additions to, or changes of, existing facilities** shall be made without the written approval of Keller ISD;
- 5.

6. The **use** of the Natatorium **may not be assigned to a third party**, without the prior written approval of the Keller ISD;
7. The **issuance of keys** to parties other than District personnel directly responsible for the facility is specifically prohibited. **NO EXCEPTIONS** shall be made;
8. **Use of the facility without** the full-time presence of **a custodian** is prohibited. Custodians are to be on duty during the full range of activities. They cannot open the facility, leave the premises and return later to clean;
9. **No entertainment** may be provided that may be **detrimental to community welfare**, in violation of the code of conduct allowed by Keller ISD or destructive to the buildings, fixtures or furniture; and
10. **No meeting** will be held in the school building **for the purpose of** advancing **any doctrine subversive to the Constitution** and laws of the State of Texas, or the United States of America.
11. No glass containers will be allowed in the facility; and
12. No bull horns or other loud sound-emitting devices shall be allowed in the Natatorium.

III. AGREEMENT

I assume, for **Hydro Health, Inc., Different Strokes Swim School** all responsibility for the use and care of all property placed in our charge, or used by us, and agree to pay for all damages or losses occurring during our occupancy, including leaving the facility in good order, or **Hydro Health, Inc., Different Strokes Swim School** will pay for additional cleaning and/or repairs.

The “**NO SMOKING**” regulations will be observed in all School District facilities. Furthermore, I am aware that arrangements for the use of equipment such as PA systems, timing systems, etc., must be made with the staff in writing.

Either party may terminate this agreement by giving the other party at least thirty (30) days notice in writing. If this agreement is terminated early, then Hydro Health, Inc., Different Strokes Swim School shall be entitled to a prorated reimbursement for the unused portion of the payment made in advance.

All parties signing this agreement have been duly authorized by the organization they are representing to sign this agreement with the provisions herein stated.

for: Hydro Health, Inc., Different
Different Strokes Swim School

for: Keller ISD

date: _____

date: _____

by: _____

Beverly Gammon
Owner

by: _____

Lee Feris
Keller ISD Natatorium Manager

Date: _____

Address: _____

by: _____

Kent Morrison
Assistant Superintendent for Finance