

Agreement between Cadence Fitness & Health Center and Mid-Valley Special Education Cooperative

Cadence Fitness & Health Center (CFHC) agrees to rent their facility to Mid-Valley Special Education Cooperative (MVSEC) for the sole purpose of providing Aquatic Physical Therapy to their students.

MVSEC will use the CFHC on dates and times which are mutually agreeable to both parties. Dates and times should avoid conflicting with scheduled classes at the CFHC.

A maximum of 12 MVSEC students with adequate staffing are to use the facility at any one time. Parents and/or caregivers may participate as aides when needed. Any increases in staff or students will require mutual agreement. Required paperwork for each child participating in this program will consist of a registration form, signed waiver and signed acknowledgement of CFHC rules and procedures. Required paperwork for each staff member will consist of a signed extended guest waiver.

CFHC will bill MVSEC on a monthly basis. A daily guest fee of \$7.00 will be billed, based on attendance, by DHWC business office, per each child, per each visit. Payment is due to CFHC upon receipt. Attendance will be logged by the MVSEC staff and submitted to the CFHC Aquatic Supervisor.

MVSEC staff will need to provide a copy of appropriate water safety training. A copy of American Red Cross Basic Water Rescue or Lifeguard Training by the American Red Cross or any nationally recognized organization should be submitted to DHWC prior to starting the program. These certifications can be attained at CFHC. In addition, MVSEC staff should be able to provide a copy of a current CPR certification from a nationally recognized training organization.

Clinical expertise will also need to be documented. A copy of staff, PT, PTA or OT license will also be provided by MVSEC.

Proof of current liability, insurance coverage (insurance certificate and proof of workers compensation) for MVSEC and Staff will be provided to CFHC. The limits of this insurance shall be at a minimum of \$1,000,000 per occurrence. Should MVSEC insurance be cancelled, terminated, or not renewed for any reason, immediate notification of such shall be given to CFHC.

It is mutually agreed between CFHC and MVSEC that with respect to the payment of damages from any breach of legal responsibility arising out of the performance of this contract, each party shall only be responsible for payment of that portion of all liability, costs, expenses, settlement or judgment resulting from the negligence or omissions of the party, its officers and employees.

CFHC reserves the right to cancel any agreed upon dates due to special class offerings or pool closure due to maintenance. Barring emergencies, 24 hours notice of cancellation will be given to MVSEC.

The CFHC Aquatic Supervisor will serve as a contact person for CFHC. She will coordinate billing and maintain current records of all certification, licensure, and proof of insurance from MVSEC for use of the CFHC facility.

This agreement shall be effective from the date below and shall remain in full force and effect for an initial term of one (1) year. Thereafter, this agreement may be extended for successive one (1) year periods, subject to the mutual written agreement of the parties. All terms and provisions of this agreement shall continue in full force and effect during the extension period(s), unless otherwise agreed upon in writing by the parties.

This agreement may be terminated without cause by either party serving at least thirty (30) days written notice to the other party. This agreement may be terminated with cause (including, but not limited to lack of liability insurance) upon immediate written notice to the other party.

If any provisions of this agreement shall be deemed to be invalid or unenforceable by a court of appropriate jurisdiction or local, state, or federal law, then such unenforceable or invalid provision shall be deemed to be deleted from this agreement and all remaining provisions of this agreement shall be deemed to be in full force and effect.

No consideration under this agreement or otherwise between the parties is conditioned upon or intended to induce patient referrals. Each party retains the right to refer patients to any person or entity deemed appropriate for their care.

Cadence Fitness & Health Center

By: _____

Title: _____

Date: _____

Mid-Valley Special Education Cooperative

By: _____

Title: _____

Date: _____