



**BOARD OF SCHOOL TRUSTEES  
KELLER INDEPENDENT SCHOOL DISTRICT**

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**5A. Preview Date: June 13, 2005**

**SUBJECT: NATATORIUM USE CONTRACTS**

**BOARD GOAL: Budget & Finance**

**FISCAL NOTE: Revenues Generated Through Sales/Fees/Rental**

**ANTICIPATED  
DATE FOR ACTION: June 27, 2005**

**Background Information:**

**Azle Independent School District**

- In partnership with the Azle Independent School District, rented lanes were made available for swim team practice in 2004-2005.
- The Azle Independent School District provides opportunities for grades 9-12 to experience the benefits of teamwork and good sportsmanship while creating a successful high school swim team.

**Eagle Mountain Saginaw Independent School District**

- In partnership with the Eagle Mountain Saginaw Independent School District, rented lanes were made available for swim team practice in 2004-2005.
- The Eagle Mountain Saginaw Independent School District provides opportunities for grades 9 -12 to experience the benefits of teamwork and good sportsmanship while creating a successful high school swim team.

**Harvest Christian Academy**

- In partnership with the Harvest Christian Academy, rented lanes have been made available for swim team to practice the past two school years.
- The Harvest Christian Academy provides opportunities for grades 9 -12 to experience the benefits of teamwork and good sportsmanship while creating a successful high school swim team.

### **Keller USA Water Polo Contract (Revised)**

- The new Keller USA Water Polo Team and the current Keller USA Swim Team is under direction and ownership of Andre Rizo and Rizo & Associates, Inc.
- The Keller USA Water Polo Team provides opportunities for children and adults to experience the benefits of team work and good sportsmanship while creating a successful team
- The Keller USA Water Polo Team will provide a fun environment for children and adults to come to practice every day and be a part of any exciting new team

### **Administrative Considerations:**

#### **Azle Independent School District**

- The KISD Natatorium secures additional revenue for facility operation by renting practice lanes to other districts when available.
- The Azle High School Swim Team will enter its second season with Keller ISD Natatorium.
- The Azle High School Swim Team will begin its first day of practice Monday, August 22, 2005 and end its last day of practice on Tuesday, February 28, 2006.

#### **Eagle Mountain Saginaw Independent School District**

- The KISD Natatorium secures additional revenue for facility operation by renting practice lanes to other districts when available.
- The Boswell High School Swim Team will enter its second season with Keller ISD Natatorium.
- The Boswell High School Swim Team will begin its first day of practice Monday, August 22, 2005 and end its last day of practice Friday, May 12, 2006.

#### **Harvest Christian Academy**

- The KISD Natatorium secures additional revenue for facility operation by renting practice lanes to other districts when available.
- Harvest Christian Academy will enter its second season with Keller ISD Natatorium.
- Harvest Christian Academy will begin its first day of practice Monday, August 22, 2005 and end its last day of practice Friday, February 3, 2006.

### **Keller USA Water Polo Contract (Revised)**

- The focus of the KISD Natatorium has been one of providing programs and activities in aquatics for children of all ages.
- The new Keller USA Water Polo Team will be the first high school program in the metropolitan area.
- The Keller USA Swim Team started its first day of practice Monday, March 4, 2003. The team has grown to include 235 children and adults.

- The new Keller USA Water Polo Team began its first day of practice Tuesday, April 5, 2005.
- The following revised contract is entered into with Andre Rizo & Rizo & Associates, Inc., Keller ISD Natatorium, and Keller ISD.

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Respectfully submitted,

Lee Feris  
KISD Natatorium Manager

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

**KNOW ALL MEN BY THESE PRESENTS:**

Whereas, **Azle Independent School District** has requested and received permission from the Keller Independent School District to use the KISD Natatorium from Monday, August 22, 2005 through Tuesday, February 28, 2006 for the purpose of conducting high school swim practice. Proof of Liability Insurance with Keller ISD as a named insured will be provided by Azle Independent School District. 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 Azle Independent School District at the KISD Natatorium will be suspended until adequate coverage is obtained.

**I. COST**

**Azle Independent School District** shall make payment of \$2,835.00 prior to the first day of the 2005-2006 school year to Keller ISD Natatorium.

Azle High School  
1200 Boyd Road  
Azle, Texas 76020  
817-444-5555

Contact: Gene Phillips  
Azle ISD Athletic Director  
817-444-2420

Contract Period: Approximate 7 Month Period (28 Weeks)  
Monday, August 22<sup>nd</sup> 2005 through Tuesday, February 28, 2006

Total Contract Amount for School Year 2005-2006: \$2,835.00  
Due Date Thursday, September 1, 2005

Late Fee Schedule: After 30 Days A 5% late fee will be assessed after 30 days. To avoid a late charge please pay prior to the due date  
After 60 Days A 10% late fee will be assessed after 60 days  
After 90 Days A 15% late fee will be assessed after 90 days

Check made Payable To: KISD Natatorium  
Attention: Lee Feris  
KISD Natatorium Manager  
350 Keller Parkway  
Keller, Texas 76248

Team: Azle High School Varsity/Junior Varsity Swim Team

Terms of Contract: Practice Days of Week Monday, Tuesday & Thursday Evening (3 Days per Week)  
Time of Day: 7:30pm to 9:00pm = 1.50 Hr's. Daily  
Holiday Schedule Team Practice: 9:30am to 11:00am = 1.50 Hr's. Daily  
Hourly Rate Per Lane: \$4.50  
Lane Usage: 5 Lanes

Monday	September 5, 2005	Labor Day	Pool Closed
Monday/Tuesday/Wednesday	November 21-23, 2005	Thanksgiving Break	*Holiday Schedule
Thursday	November 24, 2005	Fall Break/Thanksgiving	Pool Closed
Friday	November 25, 2005	Fall Break/Thanksgiving	Pool Closed
Monday/Tuesday/Wednesday	December 19-21, 2005	Winter Break	*Holiday Schedule
Thursday	December 22, 2005	Winter Break/Christmas	Pool Closed
Friday	December 23, 2005	Winter Break/Christmas	Pool Closed
Monday	December 26, 2005	Winter Break/Christmas	Pool Closed

Tuesday/Wednesday/Thursday	December 27-29, 2005	Winter Break	*Holiday Schedule
Friday,	December 30, 2005	Winter Break/New Year's	Pool Closed
Monday	January 16, 2006	Martin Luther King Day	*Holiday Schedule
Tuesday	January 24, 2006	District 8-4A Swim/Dive Meet	Pool Closed
Wednesday	February 8, 2006	Region 2-4A Swim/Dive Meet (Tentative)	Pool Closed
Friday	February 10, 2006	Region 2-4A Swim/Dive Meet (Tentative)	Pool Closed
Monday	February 20, 2006	President's Day	*Holiday Schedule

\*Holiday Schedule - Team Practice 9:30-11am

Terms - Swimming:

	1.50	Hours Per Day
	<u>x 3</u>	Days Per Week
	4.50	Hours Per Week
	<u>x 5</u>	Lanes
22.50	Lanes Per Week	
	<u>x 28</u>	Weeks
	630.00	Total Lanes
	<u>\$4.50</u>	Rate Per Lane
	\$2,835.00	

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. The **use of the Natatorium may not be assigned to a third party**, without the prior written approval of the Keller ISD;
6. The **issuance of keys** to parties other than District personnel directly responsible for the facility is specifically prohibited. **NO EXCEPTIONS** shall be made;
7. **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;
8. **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
9. **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.

- 10. No glass containers will be allowed in the facility; and
- 11. No bull horns or other loud sound-emitting devices shall be allowed in the Natatorium.
- 12. **No** Water Polo will be allowed in the facility without the prior written approval of the Keller ISD Natatorium Manager.
- 13. All diving practices will be **directly supervised** by designated high school coach.

**III. AGREEMENT**

I assume, for **Azle Independent School District** 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 **Azle Independent School District** 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 **Azle Independent School District** shall be entitled to a prorate 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: Azle Independent School District  
 Date: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Gene Phillips  
 Athletic Director Azle ISD  
 817-444-2420

for: Keller Independent School District  
 Date: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Lee Feris  
 Keller ISD Natatorium Manager  
 817-744-1353 Direct Line  
 817-301-5251 Cell

Date: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Kent Morrison  
 Assistant Superintendent for Finance

Date: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Bob DeJonge  
 Keller ISD Athletic Director

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

**KNOW ALL MEN BY THESE PRESENTS:**

Whereas, **Eagle Mountain Saginaw Independent School District** has requested and received permission from the Keller Independent School District to use the KISD Natatorium from Monday, August 22, 2005 through Friday, May 12, 2006 for the purpose of conducting high school swim practice. Proof of Liability Insurance with Keller ISD as a named insured will be provided by the Eagle Mountain Saginaw Independent School District. 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 Eagle Mountain Saginaw Independent School District at the KISD Natatorium will be suspended until adequate coverage is obtained.

**I. COST**

**Eagle Mountain Saginaw Independent School District** shall make payment of \$6,159.38 prior to the first day of the 2005-2006 school year to Keller ISD Natatorium.

Renter:

Eagle Mountain/Saginaw ISD  
Boswell High School  
Head Varsity Swim Coach: Nancy Wendell  
Assistant Swim Coach: Michael Cagle

Contact:

Eagle Mountain/Saginaw ISD  
Athletic Director: Tim Daughtrey  
P.O. Box 79160  
Ft. Worth, Texas 76179  
Main #: 817-232-0880  
FAX #817-232-3596  
E-Mail: [tdaughtrey@emsisd.com](mailto:tdaughtrey@emsisd.com)

Proposed Contract Period: Approximate 9 Month Period (36 ½ Weeks)

Monday, August 22, 2005 through Friday, May 12, 2006

Consideration of Calendar Dates and Closings:

Monday	September 5, 2005	Labor Day	Pool Closed
Monday/Tuesday/Wednesday	November 21-23	Thanksgiving Break	*Holiday Schedule
Thursday	November 24, 2005	Fall Break/Thanksgiving	Pool Closed
Friday	November 25, 2005	Fall Break/Thanksgiving	Pool Closed
Monday/Tuesday/Wednesday	December 19-21, 2005	Winter Break	*Holiday Schedule
Thursday	December 22, 2005	Winter Break/Christmas	Pool Closed
Friday	December 23, 2005	Winter Break/Christmas	Pool Closed
Monday	December 26, 2005	Winter Break/Christmas	Pool Closed
Tuesday/Wednesday/Thursday	December 27-29, 2005	Winter Break	*Holiday Schedule
Friday,	December 30, 2005	Winter Break/New Year's	Pool Closed
Monday	January 16, 2006	Martin Luther King Day	*Holiday Schedule
Tuesday	January 24, 2006	District 8-4A Swim/Dive Meet	Pool Closed
Wednesday	February 8, 2006	Region 2-4A Swim/Dive Meet (Tentative)	Pool Closed
Friday	February 10, 2006	Region 2-4A Swim/Dive Meet (Tentative)	Pool Closed
Monday	February 20, 2006	President's Day	*Holiday Schedule

\*Holiday Schedule - Team Practice 9:30-11am

Total Contract Amount for School Year 2005-2006: \$6,159.38

Late Fee Schedule: After 30 Days A 5% late fee will be assessed after 30 days. To avoid a late charge please pay prior to the due date  
 After 60 Days A 10% late fee will be assessed after 60 days  
 After 90 Days A 15% late fee will be assessed after 90 days

General Terms: Days Monday through Friday  
 Time of Day 3:45pm to 5:00pm = 1.25 Hr's.  
 Program Lane Usage 6 Lanes  
 Hourly Rate Per Lane \$4.50

1.25 Hours Per Day  
 x 5 Days Per Week  
 6.25 Hours Per Week  
 x 6 Lanes  
 37.50 Lanes Per Week  
 x 36.50 Weeks  
 1,368.75 Total Lanes  
 x \$4.50 Rate Per Lane  
 \$6,159.38 Total

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. The **use** of the Natatorium **may not be assigned to a third party**, without the prior written approval of the Keller ISD;
6. The **issuance of keys** to parties other than District personnel directly responsible for the facility is specifically prohibited. **NO EXCEPTIONS** shall be made;
7. **Use of the facility without** the full-time presence of a **KISD 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;
8. **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
9. **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.



10. No glass containers will be allowed in the facility; and
11. No bull horns or other loud sound-emitting devices shall be allowed in the Natatorium.
12. **No** Water Polo will be allowed in the facility without the prior written approval of the Keller ISD Natatorium Manager.
13. All diving practices will be **directly supervised** by designated high school coach.

### III. AGREEMENT

I assume, for **Eagle Mountain Saginaw Independent School District** 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 **Eagle Mountain Saginaw Independent School District** 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 **Eagle Mountain Saginaw Independent School District** 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: Eagle Mountain Saginaw Independent School District  
District  
date: \_\_\_\_\_

for: Keller Independent School  
date: \_\_\_\_\_

by: \_\_\_\_\_  
Tim Daughtrey  
Eagle Mountain Saginaw ISD Athletic Director  
817-232-0880

by: \_\_\_\_\_  
Lee Feris  
Keller ISD Natatorium Manager  
817-744-1353 Direct Line  
817-301-5251 Cell

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

by: \_\_\_\_\_  
Kent Morrison  
Assistant Superintendent for Finance

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

**KNOW ALL MEN BY THESE PRESENTS:**

Whereas, **Harvest Christian Academy** has requested and received permission from the Keller Independent School District to use the KISD Natatorium from Monday, August 22, 2005 through Friday, February 3, 2006 for the purpose of conducting high school swim practice. Proof of Liability Insurance with Keller ISD as a named insured will be provided by Harvest Christian Academy. 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 Harvest Christian Academy at the KISD Natatorium will be suspended until adequate coverage is obtained.

**I. COST**

**Harvest Christian Academy** shall make payment of \$830.25 prior to the first day of the 2005-2006 school year to Keller ISD Natatorium.

Harvest Christian Academy  
Address: 7200 Denton Hwy.  
Watauga, Texas 76148  
Contact Phone #: 817-485-1660

Contact: Shannon Orred E-Mail: [rsorred.sbcglobal.net](mailto:rsorred.sbcglobal.net)  
Contact Phone #: 817-491-4062  
Head Coach: Kerry Haitz

Contract Period: Approximate 7 Month Period (25 Weeks)  
Monday, August 22<sup>nd</sup>, 2005 through Thursday, February 2, 2006

Monday	September 5, 2005	Labor Day	Pool Closed
Monday/Tuesday/Wednesday	November 21-23	Thanksgiving Break	*Holiday Schedule
Thursday	November 24, 2005	Fall Break/Thanksgiving	Pool Closed
Friday	November 25, 2005	Fall Break/Thanksgiving	Pool Closed
Monday/Tuesday/Wednesday	December 19-21, 2005	Winter Break	*Holiday Schedule
Thursday	December 22, 2005	Winter Break/Christmas	Pool Closed
Friday	December 23, 2005	Winter Break/Christmas	Pool Closed
Monday	December 26, 2005	Winter Break/Christmas	Pool Closed
Tuesday/Wednesday/Thursday	December 27-29, 2005	Winter Break	*Holiday Schedule
Friday,	December 30, 2005	Winter Break/New Year's	Pool Closed
Monday	January 16, 2006	Martin Luther King Day	*Holiday Schedule
Tuesday	January 24, 2006	District 8-4A Swim/Dive Meet	Pool Closed

\*Holiday Schedule: 9:30-11:00am

Terms – Pre-Season Swimming: Evening  
7:30-9:00pm Monday

1.50 Hours Per Day  
x 1 Day Per Week Monday Only - Monday, August 22 2005 through  
1.50 Hours Per Week Monday, September 26, 2005  
x 3 Lanes  
4.50 Lanes Per Week  
x 5 Weeks  
22.50 Total Lanes  
\$4.50 Rate Per Lane  
\$101.25

Terms – Regular Season Swimming: Evening	1.50 Hours Per Day	
7:30-9:00pm Monday	<u>x 3</u> Days Per Week	Three Days Per Week - Beginning Monday, October 3,
3:30-5:00pm Tuesday	4.50 Hours Per Week	2005 through Thursday,
7:30-9:00pm Thursday	<u>x 2</u> Lanes	February 2, 2006
	9.00 Lanes Per Week	
	<u>x 18</u> Weeks	
	162.00 Total Lanes	
	<u>\$4.50</u> Rate Per Lane	
	\$729.00	

Total Contract Amount for School Year 2005-2006: \$830.25

Late Fee Schedule: After 30 Days A 5% late fee will be assessed after 30 days. To avoid a late charge please pay prior to the due date  
 After 60 Days A 10% late fee will be assessed after 60 days  
 After 90 Days A 15% late fee will be assessed after 90 days

Hourly Rate Per Lane: \$4.50

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. The **use** of the Natatorium **may not be assigned to a third party**, without the prior written approval of the Keller ISD;
6. The **issuance of keys** to parties other than District personnel directly responsible for the facility is specifically prohibited. **NO EXCEPTIONS** shall be made;
7. **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;
8. **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
9. **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.

10. No glass containers will be allowed in the facility; and
11. No bull horns or other loud sound-emitting devices shall be allowed in the Natatorium.
12. **No** Water Polo will be allowed in the facility without the prior written approval of the Keller ISD Natatorium Manager.
13. No diving practices will be conducted at the natatorium.

### III. AGREEMENT

I assume, for **Harvest Christian Academy** 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 **Harvest Christian Academy** 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 **Harvest Christian Academy** shall be entitled to a prorate 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: Harvest Christian Academy  
date: \_\_\_\_\_

for: Keller Independent School District  
date: \_\_\_\_\_

by: \_\_\_\_\_  
George Teague  
Title: Athletic Director  
Contact Phone #: 817-485-1660

by: \_\_\_\_\_  
Lee Feris  
Keller ISD Natatorium Manager  
817-744-1353 Direct Line  
817-301-5251 Cell

Date: \_\_\_\_\_  
Address: 7200 Denton Hwy  
Watauga, Texas 76148

by: \_\_\_\_\_  
Kent Morrison  
Assistant Superintendent for Finance

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

**KNOW ALL MEN BY THESE PRESENTS:**

The following is a revised contract between the Keller ISD Natatorium and Rizo & Associates, Inc. Whereas, **Rizo & Associates, Inc.** has requested and received permission from the Keller Independent School District to use the KISD Natatorium from Tuesday, April 5 through December 31, 2005 for the purpose of conducting US Water Polo Practice. Proof of Liability Insurance with Keller ISD as a named insured will be provided by Rizo & Associates, Inc. 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 Rizo & Associates, Inc. at the KISD Natatorium will be suspended until adequate coverage is obtained.

**I. COST**

**Rizo & Associates, Inc.** shall make payment of: \$5,184.00

**Rental Agreement: USA Water Polo “High School Age Group” Practice Rate Price Structure**

Contract Period: 9 Month Contract: Beginning Tuesday, April 5, 2005 - Saturday, December 31, 2005

Per/Week Average Rental: \$144.00  
Per/Month Average Rental: \$576.00  
9 Month Contract Rent: \$5,184.00

Contract Amount:	\$32.00 Per/Hour	Estimated Per/Week:	\$144.00
Estimated Monthly:	\$576.00	Hourly Rate:	\$6.40 Per Lane
Insurance:	Proof of Liability Insurance Required		
Contract Provision:	5 Lanes Per Day - 3 Days Per Week		
Practice Time:	Tuesday and Thursday Evenings	7:30pm - 9:00pm	
	Saturday Morning	10:00am - 11:30am	

1.50 Hours Per Day	
<u>x 3</u> Days Per Week	
4.50 Hours Per Week	4.50 Hours Per Week
<u>x 5</u> Lanes	<u>x 4</u> Weeks
22.50 Lanes Per Week	18.00 Hours Per Month
<u>x 4</u> Weeks	<u>x 9.00</u> Months
90.00 Lanes Per/Month	162.00 Hours
<u>x 9.00</u> Months	<u>x \$32.00</u> Per Hour
810.00 Lanes	\$5,184.00 Rental Amount

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KISD Natatorium 2005 School Closings:	Memorial Day	Monday, May 30, 2005
	Independence Day	Monday, July 4, 2005
	Fall Maintenance Break	Sunday, July 31 - Sunday, August 7, 2005
	Labor Day	Monday, September 5, 2005
	Thanksgiving Break	Monday, November 21 - Sunday, November 27, 2005
	Winter Break	Monday, December 19 - Sunday, January 1, 2006



8. **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
9. **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.
10. No glass containers will be allowed in the facility; and
11. No bull horns or other loud sound-emitting devices shall be allowed in the Natatorium.

### III. AGREEMENT

I assume, for **Rizo & Associates, Inc.**, 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 **Rizo & Associates, Inc.**, 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 Rizo & Associates, Inc. shall be entitled to a prorate 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: Rizo Associates, Inc.  
date: \_\_\_\_\_

for: Keller ISD  
date: \_\_\_\_\_

by: \_\_\_\_\_  
Andre Rizo  
Owner/Director Keller USA Swim Team

by: \_\_\_\_\_  
Lee Feris  
Keller ISD Natatorium Manager

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

by: \_\_\_\_\_  
Kent Morrison  
Assistant Superintendent for Finance