

15-YEAR COOPERATIVE USE AGREEMENT

Between the Young Men's Christian Association of Bucyrus-Tiffin, Inc.
and the Tiffin City School District

This Cooperative Use Agreement ("Agreement") is entered into on this 10 day of June, 2025, by and between the Young Men's Christian Association of Bucyrus-Tiffin, Inc., an Ohio nonprofit organization with its principal office located at 180 Summit St., Tiffin, OH 44883 ("YMCA"), and the Tiffin City School District, a public school district organized under the laws of the State of Ohio, with its principal office located at 244 S. Monroe St., Tiffin, OH 44883 ("District").

1. Purpose

The purpose of this Agreement is to establish the terms and conditions under which the YMCA shall provide access to its aquatic facilities for the Tiffin City School District's high school swim team for practices and competitions, free of charge, for a period of fifteen (15) years.

2. Term

This Agreement shall commence on July 1, 2025 and shall continue in full force and effect until June 30, 2040 unless terminated earlier as provided herein.

3. Facility Use

a. The YMCA agrees to provide access to its pool and related locker room facilities for the exclusive use of the District's high school swim team for:

- Regular season practices
- Home swim meets and competitions
- Occasional pre-season and post-season training sessions

b. Access will be granted during mutually agreed upon hours that do not conflict with YMCA programs and operations. The YMCA will make reasonable efforts to accommodate the swim team's seasonal needs.

c. The YMCA shall ensure that the facilities are clean, safe, and maintained in good working order.

4. Cost

The YMCA agrees to provide the use of the pool facilities at no cost to the District for the entire duration of this Agreement.

5. Scheduling

a. The District and the YMCA shall work cooperatively to establish a schedule for pool use prior to the beginning of each swim season.

b. The District shall provide the YMCA with a written practice and meet schedule no later than August 1st of each year.

c. Any changes to the agreed-upon schedule shall require mutual consent and reasonable advance notice.

6. Insurance and Liability

a. Each party shall maintain its own liability insurance coverage. A certificate of insurance shall be provided upon request by either party.

b. The District shall be responsible for the conduct of its students, coaches, and affiliated personnel during use of the YMCA facilities.

c. The YMCA shall not be held liable for any injuries or damages incurred by District personnel, students, or spectators while on YMCA property, except in cases of gross negligence or willful misconduct.

7. Supervision and Staffing

a. The District shall provide appropriate adult supervision and certified coaching staff during all swim team practices and events.

b. The YMCA shall provide certified lifeguards during all scheduled use unless otherwise agreed upon in writing.

8. Maintenance and Repairs

The YMCA shall be responsible for all routine maintenance and repairs necessary to keep the pool and associated facilities in safe and operable condition.

9. Termination

This Agreement may be terminated by either party upon ninety (90) days' written notice in the event of a material breach that is not cured within thirty (30) days of written notice.

10. Renewal

At the end of the 15-year term, both parties agree to meet and discuss the possibility of renewing or extending the terms of this Agreement.

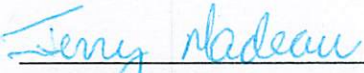
11. Entire Agreement

This document constitutes the entire agreement between the parties and supersedes all prior discussions, agreements, or understandings of any kind.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Charles Ardner, President / CEO
Young Men's Christian Association of Bucyrus-Tiffin, Inc.

Date: _____



Jerry Nadeau, Superintendent
Tiffin City School District

Date: 6/10/2025