

**CARMEL UNIFIED SCHOOL DISTRICT
APPLICATION PACKET FOR USE OF WALTHOUR AQUATIC CENTER
GROUP II USERS**

1. Aquatic Center Use Application
2. Aquatic Center Use Agreement
 - I. Application; Payment of Fees; Cancellation
 - II. Regulations Governing Use of All District Facilities
 - III. Rules and Conditions of Use for Aquatic Center
 - IV. Safety & Security
 - V. Fees and Deposit
 - VI. Insurance Requirements
 - VII. Indemnity; Claims
 - VIII. Use of District Equipment
 - IX. Set-Up and Clean-Up.

CARMEL UNIFIED SCHOOL DISTRICT

DATE ACCEPTED: 6.17.21

BY: 

**CARMEL UNIFIED SCHOOL DISTRICT
APPLICATION FOR USE OF WALTHOUR AQUATIC CENTER**

Applicant: Monterey Bay Swim Club/Chris Rodgers
Name of organization or group: Monterey Bay Swim Club
Is applicant an officer of group or organization? If yes, provide title: Chris Rodgers VP/DIRECTOR
If not, is authorization to submit application for use attached? _____
IRS 501(c)(3) Employer Identification Number (EIN), if applicable: 51-0155434
Home telephone: 831-624-8035 Cell: 831-241-3705
Address: PO Box 3426, Carmel CA 93921
Type of event: Swim Team Practice / SMALL PRIVATE LESSONS
Aquatic Center use date(s) & time(s) (For ongoing or seasonal use, please attach a separate schedule showing all requested dates and times):
06/28 - 07/31/2021

Total hours of requested use: 78
Number of lanes requested: Entire Pool
Estimated number of users: Swimmers: 50 Coaches: 3 Spectators: 0
Number of qualified lifeguards who will be on duty while swimmers are in the pool: 3 4 #/COACHES
Will a fee be charged for participation or admission or donations solicited? no ARE
If yes, price of admission or fee, or amount of suggested donation: \$ 0 CERTIFIED
Will the net proceeds be used to benefit District youth or for charitable purposes? If yes, please indicate how proceeds will be used and distributed:

Please list any District equipment that will be needed: Lane Lines
Will concessions be sold outside of the Aquatic Center? If yes, please list food and drink items to be offered, and provide number and location of concession stands (Requires prior written approval):
NO

Signature of Applicant: _____

Date: 06.09.21

Pursuant to California Education Code section 38136, all applicants must complete the following statement of information:

The undersigned states that, to the best of his or her knowledge, neither (1) he or she, nor (2) _____, the organization on whose behalf he or she is making the application for use of the school property, intend to use the school property for the commission of any act which is prohibited by law. This statement is made under the penalty of perjury.

Signed: _____

Date: June 1, 2021

FOR DISTRICT USE ONLY

Aquatic Center available on following requested date(s) and times:

June 26 to July 31, 2021 Monday to Friday 7:00 am to 8:45 am and Saturdays 8:00 am to 11:30 am

Number of lanes reserved for User: 16

Insurance Certificate attached: Yes Expiration date: Jan. 1, 2022

Signed Aquatic Center Use Agreement attached: Yes

<u>ESTIMATED COST</u> (attach worksheet)	<u>ACTUAL COST</u> (attach worksheet)	<u>APPROVALS</u>
Pool: \$ <u>4,410.00</u>	Pool: \$ <u>4,410.00</u>	Fees Paid: \$ _____
Security Deposit: \$ <u>500.00</u>	Security Deposit: \$ <u>500.00</u>	Date paid _____
Personnel: Regular \$ <u>9.75</u>	Personnel: Regular \$ <u>9.75</u>	Business Services _____
Facilitron Special \$ <u>369.60</u>	Facilitron Special \$ <u>369.60</u>	Date _____
Total District Charges \$ <u>5,289.35</u>	Total District Charges \$ <u>5,289.35</u>	

Checks to be made payable to the order of: **Carmel Unified School District.**

Aquatic Center Use Agreement

Use of the District's Walthour Aquatic Center ("Aquatic Center") must be scheduled around District use. This may mean that use by outside groups may be limited to specific periods before or after regular school hours, on weekends, or during the District's summer recess, winter recess, and intersession periods.

The rules of use and terms and conditions in this Agreement and in District policies and procedures apply to all organizations or groups granted permission to use the Aquatic Center. By signing this Agreement, User agrees to comply with these rules and terms and conditions. Failure to comply with these rules of use and all other applicable terms and conditions may be grounds for barring any organization or group from further use of District facilities and grounds. The District reserves the right to change this Agreement from time to time.

On behalf of the organization, association, group, or club (hereafter "User"), the representative member agrees to the following rules, regulations and terms:

I. APPLICATION; PAYMENT OF FEES; CANCELLATION

- A. Requests for use of the Aquatic Center will only be accepted upon submission of a completed Application packet which consists of: (1) a signed Application for Use of Aquatic Center; (2) a signed copy of this Agreement; and (3) a Certificate of Insurance and Endorsement of Coverage in the amounts and types of coverage described in Section VI of this Agreement.
- B. The individual signing the Application packet shall be a member of the applicant group, and unless he or she is an officer of the group, must present written authorization from the applicant group to make the application. The individual signing the Application packet shall be the only person authorized to cancel or change the approved application. Applications shall not be granted for the individual or personal use of District facilities or grounds.
- C. The individual signing the Application packet shall be personally liable for all charges assessed pursuant to their use if the organization or group fails to pay in full all fees and charges billed by the District within thirty (30) days of each use.
- D. Applications for one-time use of the Aquatic Center should be submitted at least thirty (30) days in advance of the time the use of the District facilities and grounds is requested. Late applications may be denied at the District's discretion. For ongoing or seasonal use of the Aquatic Center, the User must submit the Agreement no later than thirty (30) days after the District's release of the quarterly schedule for each quarter in which the User seeks ongoing or seasonal use. Ongoing or seasonal Users must timely reapply each quarter if seeking continued use of the Aquatic Center.

- E. Completed Application packets should be submitted to the District Business Office for a determination of the applicant's eligibility for use of the Aquatic Center, availability of the Aquatic Center for requested ongoing or seasonal use, the estimated fees and charges, and whether the District's insurance requirements have been met. The District will notify applicants by phone or email when their request has been approved or denied.
- F. The District maintains a Master Calendar for scheduling of ongoing or seasonal use of the Aquatic Center, as follows:
- The summer schedule will be made available on or before March 15 of each year.
 - The fall schedule will be made available on or before July 15 of each year.
 - The winter schedule will be made available on or before October 15 of each year.
 - The spring schedule will be made available on or before December 15 of each year.

All schedules will include times when the Aquatic Center is not available for use due to student use or maintenance. The District will finalize quarterly schedules in a manner which maximizes the use of the Aquatic Center, and will give first priority to users or user groups that propose to maximize their use of the Aquatic Center. The District may accommodate shared use on a case-by-case basis at the discretion of the District. The District cannot guarantee use to any party. In the event of a scheduling conflict between any one or more applicants, final scheduling for the use of the Aquatic Center shall be determined by the District's Chief Business Official or designee.

- G. Following approval, the Business Office will provide the applicant with a countersigned copy of the approved application, and for ongoing or seasonal use, a listing of all approved dates and times of Aquatic Center use, and the number of lanes reserved for applicant's use. The approved application must be presented when requested by District personnel during the time the applicant is using the Aquatic Center.
- H. Fees and charges for the use of the Aquatic Center are set out in Section V. Except with the prior approval of the District Business Office, all estimated fees and charges for the use of the Aquatic Center must be paid in full at the time the applicant picks up the approved Application.
- I. The Aquatic Center may be used only during days and times identified in the approved Application. A notice of cancellation or request for a change in reservation time for **one-time** use of the Aquatic Center must be received at least 48 hours in advance. In the event a notice of cancellation for one-time use of the Aquatic Center is received less than 48 hours in advance of the applicant's scheduled use, the District reserves the right to withhold 50% of any fees and charges paid by the applicant as a cancellation charge. For cancellation of an Application for **ongoing or seasonal use** of the Aquatic Center, the District reserves the right to withhold 50% of any fees and charges paid by the applicant if a notice of cancellation is received after completion of the Master Calendar. The District may cancel an approved application for use of the Aquatic Center for any reason at any time. If the District cancels, the District will refund all of the User's deposit and fees, unless the cancellation was caused by User's non-compliance with this Agreement.

- J. Should an event run for a longer period of time than specified in the approved Application, the applicant will be invoiced for the extra time. Payment must be received by the District Business Office within thirty (30) days of receipt of invoice. There will be no refund to an applicant if an event runs for a shorter period of time than is specified in the approved Application.
- K. Use and occupancy of the Aquatic Center shall be primarily for public school purposes and use of the Aquatic Center by outside organizations and groups shall be secondary and subordinate to this primary purpose. Use of the Aquatic Center may not interfere with the instructional or educational program of the school.

II. REGULATIONS GOVERNING USE OF ALL DISTRICT FACILITIES

- A. Gratuities shall not be offered to or accepted by District personnel.
- B. No individual or group shall, at any time, distribute literature on District facilities or grounds to students or adults, or post it on District facilities or grounds, place it on District facilities or grounds for voluntary pickup, or place it in or on automobiles parked on District grounds unless prior approval has been obtained from the Chief Business Official or designee.
- C. Literature shall not be advertised or offered for sale on District facilities or grounds at any meeting, except with the prior approval of the Chief Business Official or designee.
- D. Keys to District facilities and grounds shall not be provided to groups or organizations using District facilities and grounds, except with the prior approval of the Chief Business Official or designee. Keys must be returned immediately following the end of the applicant's event, activity, or meeting.
- E. All uses shall be approved only for those rooms, facilities, spaces, or grounds, for the specific hours, and for the purposes specified in a completed Application after approval by the Chief Business Official or designee. It shall be the responsibility of the organization or group using District facilities or grounds to ensure that any portion of a building or other spaces not authorized for use by the applicant group are not entered and that the premises are vacated as scheduled.
- F. User must comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules, regulations, policies, and requirements regarding use of District facilities and grounds. User may not use or allow any portion of the District facilities or grounds to be used in any manner or for any purpose that is in violation of any law, including fire, health, and safety requirements. Organizations or groups using District facilities or grounds shall ensure that all such activities carried on, all equipment used or placed upon school premises, or distributed thereon shall comply with applicable federal, state, local, and District laws, codes, ordinances, rules, regulations, policies and requirements.

- G. User shall not interfere with the performance by any District employee of his or her responsibilities for the District, and shall not use the District facilities or grounds in a manner that interferes with the rights of the District or the regular conduct of schoolwork. User shall at all times comply with, and ensure compliance by its invitees with, the District's promulgated rules for the use of the facility and grounds, which the District reserves the right to change from time to time as necessary, and shall in no case permit, authorize or license the use of the District facilities or grounds by any third party. User shall direct any requests for use of the District facilities or grounds by a third party to the District's Chief Business Official or designee.
- H. To possess, use, or be under the influence of any controlled substance as defined in Health and Safety Code section 11053, tobacco or nicotine product, an alcoholic beverage, or an intoxicant of any kind is prohibited in all District facilities and grounds at all times.
- I. Animals are prohibited from being in or on District facilities and grounds with the exception of service animals, except with the prior written consent of the Chief Business Official or designee.
- J. The following items are prohibited in District facilities and on District grounds, including parking lots at all times: Air rifles, guns, pistols, bows & arrows, dart guns, blow-guns, and weapons of any kind.
- K. The use of scooters, skates, skateboards, rollerblades and ATVs in District facilities and on District grounds, including parking lots, is prohibited at all times.
- L. The use of barbeques, grills, or other outdoor cooking equipment in District facilities and on District grounds, including parking lots, is prohibited at all times.
- M. The District reserves the right to inspect all personal property and equipment used by User in connection with its use of District facilities and grounds. In the event any personal property or equipment is not timely removed from District facilities or grounds, the District shall be entitled to dispose of the personal property and equipment as it deems fit and User shall be responsible for payment of all reasonable removal and disposal charges upon demand.
- N. The District reserves the right to enter District facilities and grounds at any time for any purpose. Such right of entry shall include the right to enter locked storage areas and inspect equipment or other contents. No prior notice of the District's right of entry shall be required. User waives any claim for damages for injury, inconvenience or interference with activities, or any loss of occupancy or quiet enjoyment, caused by such entry.
- O. User will not deface or damage the District facilities or grounds or its equipment or fixtures. User will not construct, erect, alter or make any structures, improvements, or alterations to the District facilities or grounds or its equipment or fixtures without the

- prior written consent of the District's Chief Business Official or designee. The User will be liable for damage to the District facilities or grounds caused by the User's activity. The User will be charged the amount necessary to repair any damage resulting from use of the District facilities or grounds and may be denied further use of District facilities and grounds. The User will have thirty (30) days from the day of use of the District facilities or grounds to pay for damage.
- P. Except with prior approval of the District's governing board pursuant to Education Code section 51521, in no event shall User raise any funds in the name of the District. User's promotional and other materials regarding User's event shall expressly disclaim any association with the District and, if applicable, shall prominently state that proceeds benefit User and not the District.
 - Q. Television coverage of any event held in District facilities or on District grounds is prohibited without the prior approval of the Chief Business Official.
 - R. Users are not permitted to bring any building or apparatus, i.e., bleachers, porta-potties, lights, soccer goals, storage buildings, campers, or recreational vehicles of any kind onto District grounds without prior approval of the Chief Business Official.
 - S. The District is not be liable for any personal property or equipment lost, damaged, destroyed, or stolen, which is stored or used by User during its use of the District facilities or grounds.
 - T. All vehicles on District grounds must be parked in designated areas only and in such a manner that firefighting equipment and law enforcement vehicles may have easy access to buildings and fire hydrants at all times.
 - U. User may not deny access to District facilities or grounds to any person(s) based on any categories protected under state or federal law.
 - V. District facilities and grounds shall not be used for the commission of any act that is prohibited by law.

III. RULES AND CONDITIONS OF USE FOR AQUATIC CENTER

Swimming is an inherently dangerous activity. The User's adherence to these rules is necessary in order to minimize the risks involved in this activity. The District reserves the right to temporarily or permanently bar from the Aquatic Center any person or organization who violates any of these rules or who endangers the health, safety or enjoyment of others.

User must provide copies of these rules to all invitees using the Aquatic Center.

A. General Swimming Pool Rules

1. No person(s) shall enter the Aquatic Center without proper authorization by the District.
2. Patrons of the pool are expected to comply with the directions of all District staff at all times.
3. Swimmers must wear proper swimming attire; cut-offs and street clothes are prohibited in pool.
4. Admission to the Aquatic Center is prohibited to any person having open sores, cuts and rashes, a communicable disease, or other condition which has the appearance of being infectious.
5. Swimmers must shower before entering the pool.
6. Inflatables are prohibited. Only U.S. Coast Guard approved life jackets are permitted.
7. No running, rough play, or excessive noise in the pool, on the pool deck, or in the locker rooms is permitted.
8. No running take-offs, back dives, cannonballs, or somersaults are allowed from the pool deck.
9. Hanging on ropes or lane lines is not permitted.
10. Playing or swimming in the diving area is not permitted while boards are open for diving.
11. The District is not responsible for lost or stolen personal items. Patrons must provide their own locker padlocks for use in the locker rooms. Padlocks will be cut off if not removed after the swim activity.
12. Occupancy of the Aquatic Center is limited to the posted occupancy limits.
13. No exit from the Aquatic Center, including from the locker rooms and bleacher stairs, shall be blocked or permitted to be blocked or obstructed in any way at any time.
14. Upon locker room closure, patrons must exit the Aquatic Center.

B. Diving Board Rules

1. Only one person is permitted on the diving board and the ladder at a time.
2. All dives must be forward in nature off the front end of the board.
3. Only one bounce is permitted on the diving board except during instructional activity under the supervision of a diving instructor.
4. After diving, clear the diving area and swim directly to the ladder without stopping.

5. Wait until the diver in front of you has cleared the area or reached the side of the pool before diving.
6. No running on the diving board is permitted.
7. Only persons with written authorization of the District may adjust the diving board fulcrum.
8. Hanging off the end of the diving board is not permitted.
9. Goggles, masks or flotation devices may not be worn while diving.

C. Food and Drink; Concession Sales. With the exception of water or sports drinks in aluminum or plastic containers, no food and drink may be consumed inside the Aquatic Center. User must receive written prior approval from the District's Chief Business Official or designee for the sale of food, drinks, or other concessions in the Aquatic Center parking lot. Tables for the sale of food, drinks, or other concession items may be set up only in the parking lot in areas approved by the District's Chief Business Official or designee.

D. Noise.

1. User is responsible for limiting artificial noise to the extent feasible. Any complaints regarding excessive noise that are received from neighbors or community members shall be forwarded to the User for resolution. Failure to comply with these requirements or receipt of additional complaints of excessive noise may be grounds for immediate termination of this Agreement and/or denial of future requests for use of District facilities or grounds.
2. All whistles must be Fox 40 "Pearl" model or equivalent, 90 db model. The District reserves the right to inspect whistles for compliance with this requirement.
3. Use of airhorns is strictly prohibited.

IV. SAFETY AND SECURITY

- A. Safety and Security. User must at all times provide adequate supervision and security for its use of the Aquatic Center. With the exception of District students or other persons who are under direct District supervision, User will be solely and completely responsible for the safety of all persons and property when using the Aquatic Center. User will lock and properly secure the Aquatic Center after each use.
- B. Supervision. Youth organizations must have adequate adult supervision at all times during use of the Aquatic Center. Adequate supervision is considered to be not less than one adult per twenty minors.

- C. Lifeguards. The District does not provide lifeguards. During an organization's swim activity session, the organization must provide at least one lifeguard who, at a minimum, meets the following requirements: A) possesses a current certificate from an American Red Cross or YMCA lifeguard training program; B) is trained to administer first aid, including but not limited to, cardiopulmonary resuscitation; and C) who has no duties to perform other than to supervise the safety of swim activity participants.
- D. District Employee on Duty. At the District's discretion, and at User's expense, a District employee may be required to be on duty during use of the Aquatic Center. Custodial, cafeteria, and grounds personnel will be paid on an overtime basis beyond regular school hours if they are required to provide services beyond their normal work schedules.
- E. Security. The District reserves the right to require the presence of security and/or fire protection services at User's cost for any activity held in the Aquatic Center when, due to the scope or nature of the proposed function, activity, or event, the District's Chief Business Official or designee deems such protection prudent. The District reserves the right to assign a staff member to be on duty during the use of the Aquatic Center to provide additional security or supervision, at User's expense.
- F. Fire Safety. User is responsible for compliance with all fire safety regulations and shall inform the District and the County Fire Marshal of any potential fire safety concerns. If the County Fire Marshal requires the presence of a fire marshal, User will be solely responsible for ensuring the presence of a fire marshal and for payment for same, if required. All materials brought by User onto school buildings or grounds must be made from a flame retardant solution or process approved by the State Fire Marshal. Under no circumstances shall a room or area be used to accommodate a group in excess of the legal or specified maximum capacity for that room.
- G. Weight Room. The District does not provide supervision of the weight room. Organizations must provide their own adequate supervision of the weight room when in use.

V. FEES AND DEPOSIT

- A. Fees. The fee for use of the Aquatic Center is \$35.00 per hour when shared with another user and \$70.00 per hour when not shared with another user (see attached fee schedule). Rates include use of the entire Aquatic Center, including the swimming pool, bleachers, locker rooms, and parking lots, regardless of whether the organization intends to make use of all aforementioned facilities.

Organizations may reserve the Aquatic Center on an hourly basis (2-hour minimum) on weekdays, weekends, or holidays or a full day basis on weekends or holidays. Full day use is defined as any eight (8) hour block of time.

- B. Security Deposit. A security deposit in the amount of \$500.00 is necessary to secure User's use of the Aquatic Center. The District may retain the security deposit for up to one month following the end of use and may deduct from the security deposit such amounts as may be necessary to repair, correct, or address damage to the Aquatic Center caused by User, or the costs of additional use if the User's scheduled event does not end at the time designated in the approved application. The security deposit must be paid along with other fees at the time the application is approved.

VI. INSURANCE REQUIREMENTS

Organizations, groups, and individuals using District facilities or grounds are required to carry comprehensive general liability insurance and to meet other requirements. The facility User's liability insurance must therefore:

1. Cover the exposures to loss, and
2. Contain liability limits high enough to pay reasonable foreseeable judgments.

To protect the District from liability claims, individuals and groups using District facilities shall provide a **Certificate of Insurance and Endorsement of Coverage** to their liability policy showing the District as an additional named insured. The Certificate of Insurance and Endorsement of Coverage must contain the following language:

"CARMEL UNIFIED SCHOOL DISTRICT, ITS OFFICERS, AGENTS, EMPLOYEES, AND BOARD MEMBERS ARE ADDED AS ADDITIONAL NAMED INSURED".

The terms of coverage must cover all dates of the Aquatic Center's use. User's insurance company is also required to notify the District of any cancellation (30 day written notice).

Minimum policy coverage limits for use of the Aquatic Center must include:

Comprehensive General Liability Insurance (combined coverage)

Injuries, including death, sustained by one person	\$1,000,000
Injuries, including death, to two or more persons	\$2,000,000
Property Damage	\$2,000,000

The District's Business Office reserves the right to require additional types of coverage or higher policy coverage limits for specific activities or events.

User shall not alter or terminate the insurance policy during the periods of use set out in the approved application, without prior written approval of the District.

A certificate issued by the carrier of the policies described above shall be delivered to the District by User at the time the User submits the completed application. The certificate shall set forth the limits, coverage, and other provisions required under this Section. Coverage

shall be subject to the District's approval and shall carry a rating of "A" or higher and the insurance company shall be admitted and licensed in California to transact insurance coverage and issue policies. The policy may be made as part of a blanket policy of insurance so long as such blanket policy contains all of the provisions required in this Section and does not reduce the coverage, impair the District's rights under this Agreement, or negate User's obligations under this Agreement.

VII. INDEMNITY; CLAIMS

- A. Indemnity. Every group or organization shall defend, indemnify, and hold harmless the District, its elected and appointed officials, officers, employees, agents, volunteers, and contractors from and against any and all claims, demands, causes of action, liabilities, losses, damages, or expenses of any kind or nature, to the extent claims, demands, causes of action, liabilities, losses, damages, or expenses arise from the group's or organization's intentional, negligent or willful act or omission related to this Agreement or use of the Aquatic Center pursuant to this Agreement. This section shall survive termination of this Agreement.
- B. Claims. User shall, within one (1) business days after occurrence, report to the District any accident causing property damage or any serious injury to persons using the Aquatic Center. The report shall contain the names and addresses of the parties involved, a statement of circumstances, the date and hour of the occurrence, the names and addresses of any witnesses, and other pertinent information. User and the District shall reasonably cooperate with each other and their respective agents in investigating and responding to such incidents.

VIII. USE OF DISTRICT EQUIPMENT

Authorization for use of the Aquatic Center does not necessarily authorize the use of all District equipment. By prior arrangement with the District's Chief Business Official or designee, organizations or groups granted the use of the Aquatic Center may be permitted to use District equipment, such as kickboards. District buzzer, horn, and public address ("PA") system are **not available** for use by non-District users.

IX. SET-UP AND CLEAN-UP

- A. Equipment. District equipment may not be removed or displaced from the pool deck, locker rooms, or weight room without permission from the District's Chief Business Official or designee or the staff member on duty at the time of the event or activity.
- B. Cleanliness. The Aquatic Center must be returned to a normal state of cleanliness and order. The locker rooms, pool deck and weight room areas must be clean and cleared of all items brought in by User. Trash must be taken out to the dumpster.
- C. Maintenance and Custodial Services. Except by prior arrangement, the District will

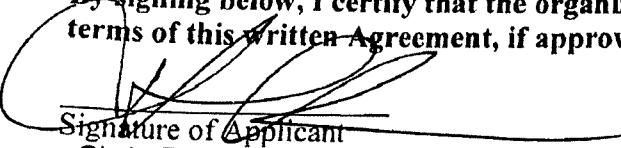
provide maintenance and custodial services for the Aquatic Center. User will be responsible for a final clean-up of the Aquatic Center at the end of its use of the Aquatic Center, including disposal of all trash and debris and removal of all tape and tape debris. Should the District be required to provide additional custodial or maintenance services beyond those regularly provided, due to User's use of the Aquatic Center, the additional costs for such services will be billed to User. Any invoice for such services shall be paid by User within thirty (30) days of receipt.

D. Decorations and Materials. Books, pamphlets, posters, decorations, or other materials used during events must be cleaned up and removed by User.

E. Clean-up. Failure to follow all clean-up requirements may result in additional costs or denial of future applications for facility use.

This Agreement shall not be deemed effective or binding on User or the District until approved by the Chief Business Official or designee and ratified or approved by the District's Governing Board.

By signing below, I certify that the organization that I represent will comply with the terms of this written Agreement, if approved.


Signature of Applicant
Chris Rodgers

Print Name
VP/Director

Title

06.09.21
Date

A signed copy of this Agreement and a Certificate of Insurance and Endorsement of Coverage in the amounts and types of coverage described in Section VI of this Agreement must be attached to a completed Application for Use of the Aquatic Center at the time the completed Application is submitted to the District.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/02/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Management Services, Inc. P.O. Box 32712 Phoenix, AZ 85064-2712	1-602-840-3234	CONTACT NAME: Carolyn (Sandi) J Blumit PHONE (A/C, No, Ext): 602-840-3234 E-MAIL ADDRESS: info@theriskpeople.com FAX (A/C, No): 602-274-9138
INSURED MONTEREY BAY SWIM CLUB USA Swimming, Inc dba USA Swimming MARY HAZDOVAC PO BOX 1571 MONTEREY, CA 93942-1571	INSURER(S) AFFORDING COVERAGE INSURER A: NATIONAL CASUALTY COMPANY INSURER B: Nationwide Life Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 11991 66869

COVERAGES CERTIFICATE NUMBER: 62358288 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant Legal <input checked="" type="checkbox"/> Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	KKO0000008594800	01/01/21	01/01/22	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 ABUSE/MOLESTATION \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	X	X	XXO0000008594900	01/01/21	01/01/22	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
B	<input checked="" type="checkbox"/> XS Accident-Medical			BAX00000031521100	01/01/21	01/01/22	Maximum Limit 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Verification of General Liability, Excess Liability & Abuse/Molestation coverage for COVERED ACTIVITIES. General Liability Aggregate is \$10,000,000 per Location. Abuse/Molestation Aggregate on the General Liability policy is \$2,000,000. Abuse/Molestation is excluded on the Excess Liability Policy. 30 Day Notice of Cancellation Per Policy Provision. The Certificate Holder is Included as Additional Insured per attached BLANKET ADDITIONAL INSURED ENDORSEMENT effective Certificate issue date.

CERTIFICATE HOLDER

CANCELLATION

Carmel Unified School District Dan Paul P O Box 222700 Carmel, CA 93922 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Carolyn J. Blumit
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ACORDTM

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY K&K Insurance Group, Inc.		NAMED INSURED	
POLICY NUMBER KKO0000008594800		USA SWIMMING, INC. DBA USA Swimming Etal	
CARRIER SEE ACORD 25	NAIC CODE	MEMBER NO:	
		EFFECTIVE DATE: SEE ACORD 25	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 2 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

“COVERED ACTIVITIES”

With respect to USA Swimming member clubs, group members, member coaches, volunteers and additional insured owners/lessors of premises, sponsors and co-promoters, “Covered Activities” are defined as:

- 1) Swimming meets that have been issued a written sanction or approval. Approval means a permit issued by one of the USA Swimming, Inc. Local Swimming Committees for swimming meets conducted in conformance with USA Swimming, Inc. technical rules in which members and non-members may compete. USA Swimming, Inc. member clubs that either host or participate in a swimming meet that has been issued an approval will be considered an insured provided that all of its athletes or participants and coaches are members of USA Swimming, Inc.
- 2) Swimming practices, dry land training activities, camps and learn to swim programs where all swimmers or participants are members of USA Swimming, Inc. or United States Masters Swimming and are conducted under direct and active supervision of a member coach. Dry land training activities means weight training, running, calisthenics, exercise machine training, and any other activity for which an insured has received approval from USA Swimming, Inc. or its authorized representative.
- 3) USA Swimming, Inc. Swim-A-Thons, Fund raising activity which clubs can purchase for lap-athons
- 4) Approved social events and approved fundraising activities that are social events and activities for which an insured has received approval from USA Swimming, Inc. or its authorized representative.
- 5) Swimming tryouts. Swimming Tryouts means swimming practices where a swimmer(s) who is not and who has never been a member of USA Swimming, Inc. participates with a USA Swimming, Inc. club for a period not to exceed thirty consecutive days in a twelve month period to determine the swimmer's interest in becoming a member of USA Swimming, Inc.
- 6) Office premises liability for Member Clubs and LSCs
- 7) STSC, CPR, and Lifeguard Certifications of USA Swimming member coaches done by USA Swimming member coaches that are member representatives of one of the approved agencies listed on the USA Swimming STSC In-Water Skills Checklist.
- 8) "Organized practices" that have been reported and a premium has been paid for. Organized practices are defined as recreation league meets hosted by USA Swim Teams with community teams that are not USA Swimming member teams.
- 9) Virtual Dryland Training/Instruction under the direct supervision of a USA Swimming Member Coach. The training must involve live online streaming/real-time instruction or training via the internet. The instructor should be able to communicate visually and verbally with the participants at all times during instruction. Coverage does not extend to recorded videos/sessions where there is no live or real-time interaction and the recordings are accessible by someone other than your clients/members.

National Casualty Company

ENDORSEMENT
NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KKO0000008594800	01/01/21	USA SWIMMING, INC. dba: USA Swimming Etal	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSUREDS OWNERS AND/OR LESSORS OF PREMISES, SPONSORS OR CO-PROMOTERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The policy is amended to include as an additional Insured any person or organization of the types indicated by an "X" in any boxes shown below, but only with respect to liability arising out of your operations:

☒ Owners and/or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:

- This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
- This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and/or lessor of the premises;

c. This insurance does not apply to liability of the owners and/or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

With respect to any additional insured included under this policy, this insurance does not apply to any negligence of such additional insured.

☒ Sponsors

☒ Co-Promoters

☐ Any individual person(s) or organization(s) listed below:



AUTHORIZED REPRESENTATIVE

DATE