



CITY SCHOOL DISTRICT OF NEW ROCHELLE  
515 NORTH AVENUE  
NEW ROCHELLE, NEW YORK 10801-3416

BRIAN G. OSBORNE, ED.D.  
SUPERINTENDENT OF SCHOOLS

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June 28, 2017

**Kip Fierro**  
**New Rochelle Aquatic Club**  
**27 Home Place, Suite B**  
**Greenwich, CT 06830**

**RE: Use of New Rochelle High School Swimming Pool –July 8, 15, 22 and 29, 2017—  
(Saturday, Time : 9:00 AM – 11:00 AM)**

**Dear Sir/Madam:**

The purpose of this letter is to establish the terms and conditions under which the **Swimming Pool at New Rochelle High School** will be made available to **New Rochelle Aquatic Club**.

1. The organization or person to whom the permit is issued will be responsible for the school facilities used.
2. There shall be **NO SMOKING** in any part of the school facility, inside or out.
3. Admission may not be charged by the lessee unless approved by the Board of Education, in which case a written statement of receipts, expenses, and use of proceeds, together with other documentary evidence, shall be following the use of facility.
4. Our facilities are available only to **NOT-FOR-PROFIT** organizations. If any admission is charged, kindly forward to the attention of the Environmental Services Department a statement in which you advise the Board of Education that all profits will be exclusively turned over to the charity of your choice after you have covered the normal expenses of your operation.
5. The estimated fee is **\$ 1,893.04** . The fee is subject to adjustment if there are any changes of the use of facilities and services requested and/or changes of the times stipulated in this Contract.
6. **It will be your responsibility to supervise locker rooms used and to remove pool lanes at the end of each swim session.**

Please make you check payable to the New Rochelle Board of Education and enclose a copy of the attached invoice with your remittance. Retain the original copy for your files. Remit to the attention of the Accounts Receivable Department.

7. Fees are applied from the time one enters the building/premises for setup until one leaves the building/premises after clean-up. An additional hour will be required in order to cover the cost of custodial services rendered in opening and closing of the building/premises.
8. No refunds of fees paid shall be made unless the School District receives written notice of cancellation at least forty-eight hours in advance.  
Dates: **July 8, 15, 22 and 29, 2017.**
9. The Board of Education will not be responsible for any equipment or property brought into our school building, and lighting equipment is prohibited unless approved by the Environmental Services Department, and provided that our electrical staff handles the matter.
10. The enclosed form shall be completed when you or your representative meets with the school plant supervisor and/or principal. Arrangements for such a meeting shall be made through our supervisor, **Mr. Mike Carew**, who can be reached at **(914) 576-4554 Mondays through Fridays**. Complete details must be filled in on required form.
11. Damages – **New Rochelle Aquatic Club** shall be responsible for any damages deemed by the Board of Education to be attributable to the operation of the **Swim Training**.
12. Cancellation – The Board of Education reserves the right, at its discretion, to cancel its approval of the use of its facilities, or a portion thereof.
13. Hold Harmless Form – The enclosed form must be signed by an authorized official or representative of **New Rochelle Aquatic Club** who is duly empowered to sign such a clause. Please return the signed form to the attention of the Environmental Services Department.

It is the intent of the Board of Education to deal only with the prime contractor in the use of its facilities.

Acceptance and acknowledgement of these terms and conditions shall be received by the New Rochelle School District no later than three weeks prior to the **Swim Lessons** and shall be signed by the person to whom the permit shall be issued. The enclosed copy is for this purpose.

Sincerely,



Carl Thurnau, PE  
Director of Facilities

I, \_\_\_\_\_, acknowledge and accept the terms and conditions governing the use of the facilities at the **New Rochelle High School** by **New Rochelle Aquatic Club**.

\_\_\_\_\_ for **New Rochelle Aquatic Club**.  
Signature

:lp File

**HOLD HARMLESS AGREEMENT  
(USE OF FACILITY)**

New Rochelle Aquatic Club does hereby covenant, and agree to defend,  
**User of Facilities**

indemnify and hold harmless the **City School District of New Rochelle** from and against any and all liability, loss, damages, claims, or actions, (including costs and attorneys fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of, or in connection with the actual or proposed use of New Rochelle H.S. (Pool)  
**School**

Properties, facilities, and/or The District's services by \_\_\_\_\_  
and/or the activities, functions, events, affairs during the school year, beginning July 1<sup>st</sup>, 2017 and ending June 30<sup>th</sup>, 2018

\_\_\_\_\_  
**District Representative**  
**New Rochelle School District**

\_\_\_\_\_  
**User of Facility**