

CONTRACT

THIS AGREEMENT made as of the 1st of October, 2017.

BETWEEN: CENTRAL CAMBRIA SCHOOL DISTRICT
a school district with offices located at
208 Schoolhouse Road
Ebensburg, PA 15931

Hereinafter referred to as the "School District"

And

EBENSBURG BOROUGH, a municipality in Cambria County
having an office at 300 West High Street
Ebensburg, PA 15931

Hereinafter referred to as the "Borough"

WITNESSETH THAT:

IN CONSIDERATION of the promises and mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. School District will authorize the Borough to allow its members to use the swimming facility at the school during such periods when the pool is not being used for school purposes, and is otherwise available.
2. School District will insure that the pool, pool area and related facilities are maintained for use, and will be solely responsible for such maintenance, upkeep and care.
3. The Borough shall be solely responsible for the employment of qualified life guards and other individuals who are involved in the management of the program.
4. School District shall have no financial obligation to the Borough nor the Borough have any financial obligation to School District. The consideration is the mutual benefits derived by each party.
5. All advertising and promotion for the program shall be the sole responsibility of the Borough, but the School District shall be free to announce the existence and availability of the program.
6. The initial term of the contract shall commence on October 1, 2017 and conclude twelve months later. It will be renewed annually and automatically for twelve month periods unless terminated by either party by giving thirty days written notice.

7. All notices and correspondence shall be sent by either party to the other party, in all matters dealing with this contract, to the following addresses:

A. School District: Central Cambria School District
208 Schoolhouse Road
Ebensburg, PA 15931

Dr.
Attention: Mrs. Tricia Murin

B. Borough: Ebensburg Borough
300 West High Street
Ebensburg, PA 15931

Attention: Mr. Dirk Johnson

8. The School District shall indemnify and save harmless the Borough, its Council Members, past and present, agents, its employees and those participating in its operation, from and against any and all losses, damages, costs and expenses and liabilities whatsoever arising as a result of the School District's conduct or failure to act. The Borough shall indemnify and save harmless the School District, its Board Members, past and present, agents and its employees from and against any and all losses, damages, costs, expenses and liabilities whatsoever arising as a result of the condition of the premises and/or the Borough's conduct or failure to act.

9. Proper Venue for any claim or cause of action arising out of this agreement shall be the Court of Common Pleas of Cambria County.

IN WITNESS WHEREOF, the parties hereto have executed this contract which is effective as of the day first above written.

ATTEST:


Janet E. Gillen, Superintendent's Secretary

CENTRAL CAMBRIA SCHOOL DISTRICT

By: 

Dr. Tricia Murin, High School Principal

ATTEST:



BOROUGH OF EBENSBURG

By: 

Council President