

August 24, 2012

Mr. Manny Vieira
Union Board of Education ~ Business Administrator
2396 Morris Avenue
Union, NJ 07083

Dear Mr. Vieira:

Enclosed is an application for use of the Boys & Girls Clubs of Union County, Inc. Union Club swimming facility for the 2012-2013 season. Please take notice that your pool time for practice will be 3:00PM to 4:30PM and swim meets will be from 3:00PM - 4:30PM. Before scheduling swim meets, please contact Yefim Shoykhet, Aquatics Director, for swim meet date availability.

Please complete the enclosed application, sign and return to my office as soon as possible. Upon receipt, we will sign and forward copy to you.

As stated in section four (4), a Certificate of Insurance is due at least one (1) month prior to use of our facility.

As in the past, the Boys & Girls Clubs of Union County, Inc. will serve as a home pool to other school districts. Therefore, it is imperative that you provide us with a 2012-2013 meet schedule as soon as possible. No Swim Meets are to be rescheduled without approval of the Boys & Girls Clubs of Union County, Inc. Union Unit.

Thank you for your continuous cooperation and if you have any questions please contact me at (908) 687-2697 ext. 109.

Sincerely,



Yefim Shoykhet
Aquatic Director

The Boys & Girls Clubs of Union County, Inc. Union Club
1050 Jeanette Avenue
Union, NJ 07083
(908) 687-2607

APPLICATION FOR USE OF THE POOL

The undersigned hereby makes application for the use of the Boys & Girls Clubs of Union County, Inc. Union Club's pool facility between the hours of 3:00PM and 4:30PM on the dates of Monday-Friday November 12, 2012 through February 22 2013.

This application is made for the purpose of Union High School Coed Swim Team for practice with meets to be scheduled between 3:00PM - 4:30PM.

This application, if approved, the applicant individually and the organization which is represented as agent, hereby agree to assume full liability for any and all damages to property and injury to persons therein during period of such use. Said damages or personal injury whether caused by employees/volunteers of the Boys & Girls Clubs of Union County, Inc. or otherwise ad responsibility for the proper observance of the following regulations lies with the applying individuals:

The board of Trustees of the Boys & Girls Clubs of Union County, Inc. and its supervisory staff here in after referred to as "Club Representative."

1. The Club Representative is solely responsible for granting permission to use the Boys & Girls Clubs of Union County, Inc. property for the rules and regulations governing such use, and for the rental charges to be paid. Members of the Board of Trustees and any of its representatives shall have full and free access to any part of the building and grounds at all times during such use.
2. Application for use of the Boys & Girls Clubs of Union County, Inc. facilities are to be made to the Club Representative. When a rental or service charge is required, payment must be made to the Boys & Girls Clubs of Union County, Inc. as stipulated below; otherwise the dates may be canceled at the sole discretion of the Club Representative. In addition, if there is reason to believe that use may involve damage beyond that of ordinary wear and tear, the Board of Trustees may require advance guarantee against loss thereby.
3. The Club Representative shall reserve the right to cancel any and all rental contracts for any reason whatsoever should such be deemed necessary or desirable, Authority for cancellation, termination of further delincation of said rules and regulations rests solely with the Club Representative.
4. A Certificate of Insurance is required in the amount of \$500,000 bodily injury and \$1,000,000 property damage naming the Boys & Girls Clubs of Union County, Inc. as an additionally insured. This certificate must be received by the Club Representative at least one (1) month prior to rental.
5. The lessee agrees to return premises in the same condition as it was at the outset of the rental period.

CHARGES: \$11,000 (See Payment Schedule listed below)

Additional Regulations: The Boys & Girls Clubs of Union County, Inc. must approve all swim meets and at no time shall a meet be scheduled or rescheduled without approval of a Club representative of the Boys & Girls Clubs of Union County, Inc. Union Club.

Evidence of Insurance as stipulated, will be given in the name of _____

By (Insurance Company) _____

Address _____

Telephone _____

Organization _____

Signature of Applicant _____

Date _____

Printed Name of Applicant _____

Address _____

Home Phone _____

Business Phone _____

Signature of B&GCUC Representative _____

Date Approved _____

The Boys & Girls Clubs of Union County, Inc.:

1. Is not responsible for the loss or damage of personal property.
2. Reserves the right to use of the pool, or the assignment of the same, during the agreed rental times when the Board of Education does not use the pool.
3. Has the authority to eject any team representative or visitor for not following the rules and procedures of the Boys & Girls Clubs of Union County, Inc. Union Club.

The Management of the Board of Education and its designers agrees to:

1. Payment for all damages to equipment and facilities incurred during agreed rental usage time by anyone connected with and including opposing teams, spectators and other guests.
2. Swim meets not exceeding the allotted time unless previously agreed upon by with the Aquatic Director of the Boys & Girls Clubs of Union County, Inc. Union Unit.
3. Enforce the rule, which states that at no point in time should students or visitors be on the pool deck without a school authorized supervisor present.
4. Enforce the rule which states that the school is responsible to assure that the students adhere to all Boys & Girls Clubs of Union County, Inc. policies and procedures when on the Club premise including specific in writing and distributed to all students, coaches, and other school representatives.
5. Comply with the rule stating that all coaches must have current certification in first aid and CPR.

PAYMENT SCHEDULE

\$2200 TO BE PAID OCTOBER 25, 2012
 \$2200 TO BE PAID NOVEMBER 26, 2012
 \$2200 TO BE PAID DECEMBER 21, 2012
 \$2200 TO BE PAID JANUARY 25, 2013
\$2200 TO BE PAID FEBRUARY 23, 2013
 \$11,000