

JOINT-USE AGREEMENT BETWEEN 'LOCAL GYM' AND 'NON-PROFIT AGENCY'  
FOR USE OF THE POOL



**Recitals**

WHEREAS, more than one-third of U.S. adults are obese and 58 percent of adults in Cobb County are overweight and obese;

WHEREAS, obesity increases the prevalence of chronic illnesses such as heart disease, diabetes, stroke and cancer;

WHEREAS, childhood obesity rates have more than doubled in children and quadrupled in adolescents in the past 30 years;

WHEREAS, 29 percent of 1<sup>st</sup>-12<sup>th</sup> grade students in Cobb County are not within the Health Fitness Zone for aerobic activity;

WHEREAS, 'Local Gym' recognizes that community facilities are substantial investments that should serve many community needs; and

WHEREAS, Cobb2020 Sharing Spaces for Health desires collaboration of organizations in Cobb County who are willing and able to transform unused or otherwise underused space and transform them into opportunities to increase access to physical activity to the public and reverse the epidemic of childhood obesity; and

WHEREAS, the 'Local Gym' is the facilitator of real property including facilities and active use areas that are capable of being used by 'Non-Profit Agency' for practice and recreation league play; and

WHEREAS, under appropriate circumstances, these publicly held lands and facilities should be used most efficiently to maximize use and increase recreational opportunities for the community; and

NOW, THEREFORE, 'Local Gym' and 'Non-Profit Agency' agree to cooperate with each other as follows:

**1. Agreement**

'Local Gym' agrees to partner with the 'Non-Profit Agency' to provide a space to conduct swimming lessons to the community.

**2. Term**

This Agreement will be effective upon May 1, 2016 and shall stand until August 28, 2016.

**3. Facilities**

**a. 'Local Gym' Use**

The gym shall be entitled to the exclusive use of all property.

**b. 'Local Gym'**

At times and subject to the schedule developed by 'Local Gym', 'Non-Profit Agency' will be permitted access to and use of the following Active Use Areas without charge:

- Indoor pool
- Locker room

**4. Supervision**

'Non-Profit Agency' will be responsible for ensuring adequate, adult supervision at all times. 'Non-Profit Agency' swim coaches and supervising staff using 'Local Gym' facilities must have a valid background check and appropriate certification on file.

**5. Liability insurance**

'Non-Profit Agency' is required to provide proof of general liability insurance up to \_\_\_\_\_ dollars.

**6. Agreement modification**

This Agreement may be modified at any time by 'Non-Profit Agency' and 'Local Gym' prior to its expiration, upon 14 days written notice and acknowledgment of new terms and conditions by both parties.

## 7. Signatures of Parties' Principals

---

Name  
Title  
'Local Gym'

---

Date

---

Name  
Title  
'Non-Profit Agency'

---

Date