

STATE OF TEXAS                   §  
   §  
COUNTY OF WILLIAMSON       §

### FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT is made the 27 day of August, 2021, by and between the **CITY OF GEORGETOWN**, a Texas home-rule municipal corporation ("City") and Georgetown TEXAS GOLD SWIMMING, herein called ("TEXAS GOLD SWIMMING"). For and in consideration of the mutual covenants and agreements herein contained, it is mutually agreed as follows:

1. **Use Area.** City hereby agrees to allow the use of the Williams Drive Pool, Village Pool and the Recreation Center Indoor Pool as shown in Exhibit A (the "Use Area").
2. **Use Term.** The initial term of this Use Agreement shall be for one year, beginning on **October 1, 2021** and ending on **September 30, 2022** (the "Initial Term"). Upon expiration of the Initial Term, the Use Agreement may be renewed, if the parties agree, for up to four (4) additional one (1) year terms on the same terms and conditions. Either party has the right to terminate this Use Agreement prior to the end of the Use Term, provided written notice is given at least ninety (90) days prior to the termination.
3. **Use of Property.** TEXAS GOLD SWIMMING will utilize the Use Area to hold recreational swim team practices, swim clinics and swim meets. No other designated activity of the Use Area shall be permitted without expressed written permission of the City. The City shall maintain rights of approval of activities allowed in the Use Area at all times. TEXAS GOLD SWIMMING occupation and utilization of the Use Area is nonexclusive. Any use of the Use Area requires the prior written approval of the City.
4. **Prohibited Use.** TEXAS GOLD SWIMMING may not use or permit any part of the Use Area to be used for:
  - (a) Any activity that is a nuisance or is offensive, noisy, or dangerous; or
  - (b) Any activity that violates any applicable law, regulation, ordinance, governmental order, or this Use Agreement.
5. **Non-Discrimination.** TEXAS GOLD SWIMMING will operate their swim program without discriminating against any person or class of persons on account of race, religion, color, gender, sexual orientations, sex, age, national origin, or disability.
6. **Meeting Space.** The City shall provide, at no cost, a meeting space at the Village Pool Meeting Room for a maximum of four meetings in a calendar year. Dates will be determined at a later time and will be subject to availability.
7. **Improvements.** If TEXAS GOLD SWIMMING desires improvements for the Use Area, including any physical changes, whether temporary or permanent, TEXAS GOLD SWIMMING must submit a written request to the City with a detailed description of proposed improvements along with detailed costs associated with the project. If approved, the City, will select a contractor to complete the work. TEXAS GOLD SWIMMING will

not be allowed to pursue the improvements on their own. Additionally, TEXAS GOLD SWIMMING shall make full payment to the City to pay all costs of any improvements prior to the start of the project. Any improvements to the Use Area made on be-half of TEXAS GOLD SWIMMING shall immediately become property of the City.

8. **Responsibilities.** The City shall maintain Village Pool and Williams Drive Pool as presented in Exhibit B Responsibilities. TEXAS GOLD SWIMMING shall share the responsibilities with the City as outlined in Exhibit B Responsibilities.
9. **Fees.** Rental rates for exclusive use of the Village Pool will be \$35 per hour and Williams Drive Pool will be \$45 per hour. Rental rates for non-exclusive use of only a lap lane or lanes at the Village Pool, the Williams Drive Pool, or the Recreation Center Indoor Pool will be invoiced at \$7 per lane, per hour. Rental rates for swim meets at the Recreation Center Indoor pool will be \$650 per meet. The City shall track the hours of approved use and invoice TEXAS GOLD SWIMMING on the first day of the following month for the prior month's usage. Fees include the cost of Lifeguard coverage which is required at all times in the use of any of the pools. TEXAS GOLD SWIMMING will be credited for cancelations by the City, as well as cancelations due to inclement weather, provided that the City is notified of the inclement weather cancelation the following business day. All fees shall be paid in full to the City or disputed within thirty (30) days of the date of the invoice. Fees include the cost of Lifeguard coverage, which is required at all times in the use of any of the pools.
10. **Emergency Action Plan.** TEXAS GOLD SWIMMING shall provide the City with a written Emergency Action Plan to reflect the course of action to be taken in cases of injuries and/or weather-related emergencies. The plan should identify those responsible for initiating action and what steps should be taken to summon EMS or dismiss or evacuate participants and spectators if necessary.
11. **Insurance.** TEXAS GOLD SWIMMING will provide insurance written by companies licensed to conduct business in the State of Texas. TEXAS GOLD SWIMMING shall keep this policy in full force and effect during the term of this Use Agreement. Insurance in the amounts and types included on the attached as Exhibit C and incorporated by reference. The insurance policies will name the City, its officers, officials and employees as additional insureds. All insurance policies shall be subject to the examination and approval of the City for sufficiency as to content, form of protection, coverage and the insurance company providing coverage. TEXAS GOLD SWIMMING shall furnish a Certificate of Insurance to the City evidencing compliance with the required insurance requirements at the time TEXAS GOLD SWIMMING delivers the executed Use Agreement to the City. TEXAS GOLD SWIMMING agrees to provide a copy of any insurance policy on the City's request. All insurance policies shall provide that the insurance coverage shall not be canceled or materially changed without a minimum of thirty (30) days' advance notice in writing to the City. TEXAS GOLD SWIMMING failure to comply with the insurance requirements in a timely manner shall be cause for termination of the Use Agreement.
12. **Indemnity.** THE CITY, ITS OFFICERS, OFFICIALS AND EMPLOYEES, SHALL NOT BE LIABLE TO TEXAS GOLD SWIMMING, ITS DIRECTORS, OFFICERS, OFFICIALS, EMPLOYEES, MEMBERS, CUSTOMERS, VOLUNTEERS, AGENTS OR REPRESENTATIVES, FOR ANY DAMAGE CAUSED BY

NEGLIGENCE OF TEXAS GOLD SWIMMING, ITS DIRECTORS, OFFICERS, OFFICIALS, EMPLOYEES, MEMBERS, CUSTOMERS, VOLUNTEERS, AGENTS OR REPRESENTATIVES. TEXAS GOLD SWIMMING ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR LOSS, DAMAGES, CLAIMS, INJURIES, LAWSUITS, JUDGMENTS OR CAUSES OF ACTION OF ANY TYPE, INCLUDING BUT NOT LIMITED TO ANY ACTION ARISING OUT OF THE USE AGREEMENT, TEXAS GOLD SWIMMING'S OPERATIONS OR ACTIVITIES, AND/OR THE SWIM TEAM. TEXAS GOLD SWIMMING RELEASES, FULLY INDEMNIFIES, HOLDS HARMLESS AND AGREES TO DEFEND THE CITY, ITS OFFICERS, OFFICIALS AND EMPLOYEES, FROM ANY AND ALL LIABILITY, LOSS DAMAGES, CLAIMS, INJURIES, LAWSUITS, JUDGMENTS OR CAUSES OF ACTION OF ANY TYPE, INCLUDING BUT NOT LIMITED TO ANY ACTION TAKEN AS A RESULT OF CONDUCTING SWIM TEAM PRACTICE, ARISING OUT OF THE USE AGREEMENT, AND/OR TEXAS GOLD SWIMMING'S OPERATIONS OR ACTIVITIES.

13. **Default.** TEXAS GOLD SWIMMING's violation of any provision of this Use Agreement shall constitute a default. TEXAS GOLD SWIMMING shall have thirty (30) days from the receipt of a notice of default to cure the default. If TEXAS GOLD SWIMMING fails to cure the default the City may immediately terminate this Use Agreement.
14. **Notices.** Notices or other correspondence concerning this Use Agreement shall be in writing and are effective when mailed, hand-delivered, or transmitted by facsimile or electronic transmission as follows:

To City:

City of Georgetown  
ATTN: City Manager  
808 Martin Luther King, Jr. St.  
Georgetown, Texas 78626  
Phone: 512.930.3723  
Fax: 512.930.3622  
Email: [david.morgan@georgetown.org](mailto:david.morgan@georgetown.org)

To User:

MICHAEL SCHUBER  
Address: 213 WOODLEY RD  
LEANDER, TX 78641  
Phone: 512-773-2854  
Fax:  
E-mail: [MIKE.SCHUBER@GMAIL.COM](mailto:MIKE.SCHUBER@GMAIL.COM)

15. **Access by City.** The City may enter the User Area at any time for any purpose.
16. **Condition of Property.** TEXAS GOLD SWIMMING has inspected the Use Area and accepts the Use Area in its present condition "AS IS" unless expressly provided otherwise in this Use Agreement. The City has made no express or implied warranties as to the condition or permitted use of the Use Area. THE CITY SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO PROPERTY STORED WITHIN THE USE AREA. All property of TEXAS GOLD SWIMMING, its customers, invitees, or licensees, kept or stored on the Use Area shall be so kept or stored at the risk of TEXAS GOLD SWIMMING only and TEXAS GOLD SWIMMING releases and agrees to indemnify the City and save

it harmless from any claims arising out of any damage to the same including, without limitation, any subrogation claims by TEXAS GOLD SWIMMING's insurers. At the time this Use Agreement ends, TEXAS GOLD SWIMMING will surrender the Use Area in the same condition as when received, normal wear and tear excepted. TEXAS GOLD SWIMMING will not cause damage to the Use Area and will not cause or allow hazardous materials or environmental contaminants in the Use Area. If TEXAS GOLD SWIMMING leaves any personal property in the Use Area after expiration of a Use Term, the City may, at its sole option: (1) require TEXAS GOLD SWIMMING, at TEXAS GOLD SWIMMING's expense, to remove the personal property within ten (10) days after written notice to TEXAS GOLD SWIMMING; or (2) retain such personal property as forfeited property.

17. **Records.** TEXAS GOLD SWIMMING shall provide a complete copy of its Articles of Incorporation, Bylaws and/or other governing documents, and its rules and regulations for the swim program, with the executed Use Agreement. TEXAS GOLD SWIMMING shall provide the City an annual report of the number of swimmers registered in the programs operated by TEXAS GOLD SWIMMING.
18. **Entire Agreement.** This Use Agreement constitutes the sole and only agreement of the parties, and supersedes any prior understandings or written or oral agreements between the Parties, concerning the subject matter of this Use Agreement. There are no verbal or written representations, understandings, stipulations, agreements or promises pertaining to this Use Agreement that are not incorporated in this Use Agreement. If a provision of this Use Agreement shall be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Use Agreement and this Use Agreement shall be construed and interpreted as if such invalid, illegal or unenforceable provisions had not been included. All exhibits referenced in this Use Agreement are attached and incorporated by reference for all purposes.
19. **Amendment.** This Use Agreement may not be modified or amended except in writing signed by the City and TEXAS GOLD SWIMMING.
20. **Applicable Law.** This Use Agreement shall be construed and interpreted in accordance with Texas law. The parties agree that this Use Agreement is performable in Williamson County, Texas.
21. **Non-Assignment.** TEXAS GOLD SWIMMING shall not assign or transfer any right or interest in the Use Agreement, in whole or in part, without prior written approval of the City. TEXAS GOLD SWIMMING shall not sublease or rent out facilities without prior written consent of the City. This Use Agreement shall bind the parties, and their respective legal representative, successors, and permitted assigns.
22. **No Third-Party Beneficiaries.** This Use Agreement shall not be construed as affording any rights or benefits to anyone other than the City and TEXAS GOLD SWIMMING.

23. **Waivers.** Notwithstanding any other provision in this Agreement, all TEXAS GOLD SWIMMING participants must sign the City's liability release form or they may not use the City's facilities.

EXECUTED this 27 day of AUGUST, 2021.

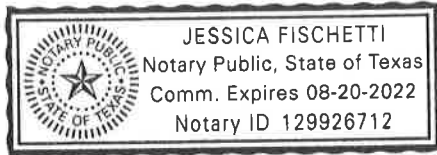
**Texas Gold Swimming**

By: Michael Schuber  
Name: Michael Schuber  
Title: Owner

STATE OF TEXAS                    §  
COUNTY OF Williamson        §

**ACKNOWLEDGMENT**

This instrument was acknowledged before me on this the 27 day of August, 2021, by Michael Schuber, a person known to me in his capacity as owner of Texas Gold Swimming, on behalf of Texas Gold Swimming.



Jessica Fischetti  
Notary Public in and for the State of Texas

**City of Georgetown, Texas**

By: \_\_\_\_\_  
Josh Schroeder, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Robyn Densmore, City Secretary

\_\_\_\_\_  
Skye Masson, City Attorney

## EXHIBIT B Responsibilities

TEXAS GOLD SWIMMING shall be responsible for reporting necessary maintenance repairs to the City no later than the following workday.

The following chart outlines maintenance responsibilities.

### Responsibilities:

TASK	TEXAS GOLD SWIMMING	PARD	COMMENT
Trash and Litter Pick-Up	X	X	User groups are responsible for picking up their trash and litter following their scheduled use.
Chemical Checks		X	
Backwashing		X	
Brushing Pool Walls/Bottom		X	
Empty Skimmer Baskets		X	
Clean and organize storage areas	X		User groups are responsible for organizing their storage areas following their scheduled use.
Insert and Remove Auto Vac/Aerator at Williams Drive		X	As needed
Insert and Remove Pool Cover Village	X		Texas Gold Swimming will determine the need for covers based on weather.
Place Trash Cans on Curb for Pick-Up		X	
Plumbing Repair		X	
Parking Lot Maintenance		X	
Winterize facility		X	
Stock Janitorial Supplies		X	
Building Light Bulbs Replacement		X	PARD exterior only
Clean Restrooms	X	X	User groups are responsible for cleaning up after themselves following their scheduled use.
Pest Control (Building)		X	PARD exterior only
Electrical		X	
Time Clocks	X		Swim teams will be responsible for their own time clock needs.
Facility Signs		X	
Lifeguards		X	

## EXHIBIT A

Village Pool Facility



Williams Drive Pool



Recreation Center Indoor Pool





## EXHIBIT C

### TYPE

Comprehensive General Liability  
Including contractual liability,  
premises/operations and personal  
injury liability.

### AMOUNT

#### Bodily Injury

\$250,000 per person

\$500,000 aggregate

#### Property Damage

\$100,000 per occurrence

\$100,000 aggregate

Nancy E. Rister  
Williamson County Clerk

ASSUMED NAME  
CERTIFICATE OF OWNERSHIP FOR UNINCORPORATED BUSINESS

NAME IN WHICH BUSINESS IS OR WILL BE CONDUCTED:

GOLD SWIMMING

BUSINESS ADDRESS 213 WOODLEY RD

CITY LEANDER STATE TX ZIP 78641

HOME PHONE \_\_\_\_\_ BUSINESS PHONE 512-773-2854  
(OPTIONAL) (OPTIONAL)

E-MAIL ADDRESS MIKE.SCHUBER@GMAIL.COM  
(OPTIONAL)

Notice: "Certificates of Ownership" are valid only for a period not to exceed 10 years from the date filed.

BUSINESS IS TO BE CONDUCTED AS (check one):

☒ Sole Proprietorship ☐ Joint Venture ☐ General Partnership  
☐ Sole Practitioner ☐ Other \_\_\_\_\_

I/We, the undersigned, am/are the owner(s) of the above business and my/our name(s) and address(s) given is/are true and correct, and there is/are no ownership(s) in said business other than those listed herein below.

I/We have conducted a search of the indexes of Assumed Names of Williamson County, Texas, and do not find the above business name being used prior to this filing.

NAMES OF OWNERS

NAME MICHAEL SCHUBER SIGNATURE Michael Schubert  
ADDRESS/CITY/STATE 213 WOODLEY RD LEANDER, TX ZIP 78641

NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_

ADDRESS/CITY/STATE \_\_\_\_\_ ZIP \_\_\_\_\_

NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_

ADDRESS/CITY/STATE \_\_\_\_\_ ZIP \_\_\_\_\_

NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_

ADDRESS/CITY/STATE \_\_\_\_\_ ZIP \_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared

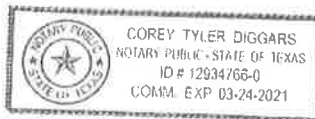
Michael Schubert

known to me to be the person ☒ whose name ☒ is/are subscribed to the foregoing instrument and acknowledged to me that ☒ he ☒ is/are the owner(s) of the above named business and that ☒ he ☒ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20 day of August, 20 18.

(Seal)

Corey Tyler Diggars  
Notary Public in and for the State of Texas



**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS 2018074201

AN Fee: \$18.00  
08/20/2018 12:13 PM CPHELPS



*Nancy E. Rister*  
Nancy E. Rister, County Clerk  
Williamson County, Texas



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/26/2021

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).

<b>PRODUCER</b> Risk Management Services, Inc.  P.O. Box 32712  Phoenix, AZ 85064-2712  <b>INSURED</b> SOUTH TEXAS (ST) LSC USA Swimming, Inc dba USA Swimming PO BOX 781383  SAN ANTONIO, TX 78278-1383	<b>CONTACT NAME:</b> Carolyn (Sandi) J Blumit <b>PHONE (A/C, No, Ext):</b> 602-840-3234 <b>FAX (A/C, No):</b> 602-274-9138 <b>E-MAIL ADDRESS:</b> info@theriskpeople.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> NATIONAL CASUALTY COMPANY</td> <td>11991</td> </tr> <tr> <td><b>INSURER B:</b> Nationwide Life Insurance Company</td> <td>66869</td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> NATIONAL CASUALTY COMPANY	11991	<b>INSURER B:</b> Nationwide Life Insurance Company	66869	<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
INSURER(S) AFFORDING COVERAGE	NAIC #														
<b>INSURER A:</b> NATIONAL CASUALTY COMPANY	11991														
<b>INSURER B:</b> Nationwide Life Insurance Company	66869														
<b>INSURER C:</b>															
<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															

**COVERAGES** **CERTIFICATE NUMBER: 63024870** **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 <div style="margin-left: 20px;"> <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:                 </div>	X	X	KK00000008594800	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
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> 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"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	XK00000008594900	01/01/21	01/01/22	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	<b>XS Accident-Medical</b>			BAX0000031521100	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.

<b>CERTIFICATE HOLDER</b>  Texas Gold Georgetown Michael Schubert  213 Woodley RD  Leander, TX 78641  <div style="text-align: center;">USA</div>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  <div style="text-align: right;"><i>Carolyn J. Blumit</i></div>
---	---

**ACORD**<sup>TM</sup>**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

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