

Hastings YMCA and Hastings Public Schools Facility Usage Agreement

THIS AGREEMENT is made and entered into on the 1st day of June 2026, by and between the Hastings Family YMCA, hereinafter referred to as YMCA, and Hastings Public Schools, hereinafter referred to as HPS.

WHEREAS the YMCA owns and operates an indoor swimming pool located at 1430 West 16th Street, Hastings, NE, hereinafter termed "swimming facilities," and the HPS desires to utilize the swimming facilities for the HHS Swim Team and the Life Skills Program.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, the parties agree as follows:

Section 1. The YMCA agrees that HPS will have use of the pool during the interscholastic swimming season for any meets or tournaments involving competition with other schools from the first day of swim practice through the state swim meet, as determined by the Nebraska State Activities Association (NSAA). The YMCA agrees that HPS shall also have the right to practice based on an agreed-upon schedule. HPS will cooperate with the YMCA and other area organizations for the use of facilities for other activities. HPS will inform the YMCA of its schedule at least two months before the official starting date of the competitive swimming season, as designated by the NSAA. HPS and the YMCA shall give the other party (48) hours' notice of any cancellation of the use of any facilities except when such cancellation is necessitated by adverse weather conditions or acts of God.

Section 2. The YMCA agrees that HPS and Educational Service Unit #9 will have use of the pool on specific dates to be determined at a later time. These dates shall not exceed 20 days per year. During these predetermined dates, students within the Lifeskills program of HPS and the Educational Service Unit #9 shall have access to the pool, locker rooms, family change rooms, and other areas of the facility as agreed upon by the YMCA staff. These groups will have access to the facility at various times throughout the days set forth; however, those times shall not be before 8:00 AM and shall not be after 3:00 PM.

Section 3. HPS shall pay the YMCA the sum of \$25,000.00, due by June 30, 2026.

Section 4. During all times when HPS is using the YMCA facilities, HPS personnel shall be responsible for the supervision of all students. YMCA agrees to provide safe facilities at all times for use by HPS.

Section 5. HPS shall maintain, at its own expense, general liability insurance. HC shall provide the YMCA with a certificate of insurance evidencing such coverage and naming the YMCA as an additional insured. The YMCA shall maintain its own general liability insurance coverage.

Section 6. HPS shall indemnify, defend, and hold harmless the YMCA, its officers, directors, employees, and agents from and against any claims, losses, damages, liabilities, costs, and expenses (including 1 reasonable attorneys' fees) arising out of or relating to the use of the Pool Facility by HPS, its students, faculty, staff, or invitees, any breach of this Agreement by HC, or any negligent or willful act or omission of HPS, its students, faculty, staff, or invitees.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the Hastings Family YMCA of Hastings, Nebraska, and Hastings Public Schools of Hastings, Nebraska, the day indicated by such signature.

Signed:  Date: 5/1/26

Hastings Family YMCA

Signed: _____ Date: _____

Hastings Public Schools