

Board Information Item

Information Packet	Board Agenda Information	Board Agenda Action	Board Agenda Consent
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

04/27/2026

Subject: Consider and Approve a New License Agreement with Mid-Cities Arlington Swimming

Contact Person: Paula Barbaroux, Chief Operations Officer
Bob DeBesse, Interim Director of Athletics
Dr. Kalee McMullen, Executive Director of Instructional Leadership

Policy/Code:

Priority and Performance Objective: Priority 4: Strong Financial Stewardship and Internal System Efficiency
Objective 4.1: Transparent Financial Stewardship

Summary: Mid-Cities Arlington, doing business as MARS (“MARS”), is a local swim club operating a USA Swimming Program. GCISD and MARS have been partnered in a License Agreement for use of the Swim Center since 2013. The parties recently met to revise and update the License Agreement, which provides GCISD with revenue when District programs are not using the spaces and pool lanes.

The term of the new License Agreement is set to begin on June 1, 2026, and continue for one year to May 31, 2027, after which the License Agreement automatically renews for one-year periods, unless either party elects to terminate and provide written notice of termination by March 1.

The District raised the monthly rent by \$500 and included potential new revenue from swim lessons offered by MARS. Additionally, the District established an hourly rental rate for use of the facility when MARS holds swim meets. The cost of

lifeguards is included at a cost plus ten (10) percent if MARS is unable to supply their own during their use. Revenue sharing continues in the License Agreement from gross concession sales and gate receipts. However, MARS does not charge spectators to attend and concessions are limited.

Additional provisions were added to the License Agreement to address statutory requirements and detail the days when the Swim Center is closed for use.

The License Agreement is attached and has been reviewed by the District's legal counsel.

Attachments:

Proposed License Agreement for Use of the GCISD Swim Center Between GCISD and MARS

Recommendation:

The recommendation is for the Board of Trustees to approve the License Agreement for Use of the Swim Center with Mid-Cities Arlington Simming, doing business as MARS.

**LICENSE AGREEMENT FOR USE OF GRAPEVINE-COLLEYVILLE
INDEPENDENT SCHOOL DISTRICT'S SWIM CENTER**

This LICENSE AGREEMENT is made this ___ day of, April 2026, by and between Mid-Cities Arlington Swimming, d/b/a MARS, hereinafter referred to as "Licensee," and Grapevine-Colleyville Independent School District, hereinafter referred to as the "District".

RECITALS

The District presently owns, maintains, and operates the Grapevine-Colleyville Independent School District Swim Center, hereinafter referred to as "Swim Center"; and

Licensee wishes to procure the use of specific areas of the Swim Center for its USA Swimming Program to include swim practices and meets; and

Both Licensee and the District recognize that District properties and facilities, such as the Swim Center, are intended primarily for District purposes, and that the educational needs of the District's students have the highest priority;

Now, therefore, for and in consideration of the promises and mutual representations, warranties, covenants, and agreements contained herein, the parties agree as follows:

AGREEMENT

1. License. District grants to Licensee a revocable license ("License") solely for the purpose of using the Licensed Area, described in Exhibit A, for practices, swim meets, and swim lessons conducted by Licensee as part of its regular swim team program. This License includes the right to use the District's training equipment located within the Licensed Area during practices. The training equipment will not be available during swim meets. Licensee agrees that it will not use any portion of District's property other than the Licensed Area and the training equipment therein without the prior written consent of District, and then only after paying the stated rental cost for the use of such property or portions of property or equipment. Licensee further agrees that it will not use the Licensed Area for any purpose or use not expressly permitted in this License. This License is personal to Licensee and is not assignable in whole or in part and does not and will not inure to the successors and/or assigns of Licensee. This License is subordinate and subject to all presently existing deed or lease restrictions, easements, rights-of-way, zoning regulations and any other matters of record. This License and the relationship between the District and Licensee shall not be deemed to create a lease or any other interest in real property in favor of Licensee.

2. Term. The initial term of the License shall be for one year, commencing on June 1, 2026, and continuing until May 31, 2027. The License will be automatically renewed for one year,

commencing on June 1 of each year, unless either District or Licensee elects to terminate the License by providing the other party with written notice of such election on or before March 1st of each year.

3. License Fees. Licensee shall pay to District on or before the 5th day of each calendar month the sum of \$4,500.00 for the use of the Licensed Area for all swim practices conducted during that month. In addition, Licensee shall pay District the sum of \$150.00 per hour plus twenty percent (20%) of the gross gate receipts and twenty percent (20%) of the gross sales from concession sales and from the sale of swimming apparel and supplies during each swim meet hosted by Licensee at the Swim Center. Licensee shall also pay District 15% of the gross revenue generated from its swim lessons. The percentage of gate receipts, concession sales, swim lessons, and swim apparel and supply sales shall be paid to the District on or before the 5th day of the month following the month in which the swim meet, lessons, or sales take place. Each payment for swim meets, swim lessons, concessions, swim apparel, and supply sales shall be accompanied by a statement indicating the gross revenue, gate receipts (if any), and gross concession, swim apparel, and supply sales. All these payments shall be referred to collectively as the "License Fees." In addition to the grant of the License, the District will provide the services described in paragraph 6 below in exchange for the License Fees. All payments shall be submitted to the District's Executive Director of Athletics, 3051 Ira E. Woods Avenue, Grapevine, Texas 76051, with a copy provided to the Swim Center Facility Manager at 2305 Pool Road, Grapevine, Texas 76051-3997. Once the District receives the full amount of any payment due hereunder, it will provide Licensee a written receipt for the same.

4. Limitations of License. Swim practices shall be limited to the schedule, lanes, and areas described in Exhibit A. **In the event that the District requires schedule adjustments, swim practice begin times may be adjusted accordingly, without affecting the total practice time.** Swim meets shall be scheduled at least 45 school business days in advance with the Swim Center Facility Manager, based on availability of the Licensed Areas and subject to the limitations specified in Exhibit A. A new Exhibit A will be published each year.

5. Maintenance & Construction. When necessary and to the extent practicable, District shall notify Licensee ahead of any maintenance or repairs that require closure or adjustments to Licensee's schedule. Additionally, District shall notify Licensee when construction is planned for the facility. During the months or partial months that the facility is closed, Licensee's rental fees shall be temporarily adjusted or waived until the facility reopens. The License shall not terminate based on the occurrence of maintenance, repairs, or construction.

6. Emergencies. If the alarm system sounds while Licensee is using the Swim Center, Licensee shall immediately evacuate all of its participants, visitors, etc. and no one may re-enter the facility until receiving permission from District personnel and/or the Fire/Police. For emergencies with the Swim Center and/or its equipment, Licensee shall immediately notify District Swim Center personnel at (817) 251-5351 and/or call the District emergency answering service at (817) 251-5600.

7. Responsibilities of District. The District will provide personnel to unlock and lock the Swim Center, remove any District equipment that would interfere with Licensee's use of the Licensed Area before any use of the Licensed Area by Licensee, maintain property insurance covering the Swim Center, and pay all utilities necessary to operate the Licensed Area for the Licensee's program. Additionally, the District will provide custodial support for Licensee's swim meets at a cost of \$35 per hour, with a four-hour minimum for each custodian needed for each date. The District is under no obligation to maintain, repair and/or improve the Swim Center for the benefit and use of Licensee.

8. Responsibilities of Licensee. Licensee will: (a) supply and maintain all furnishings, equipment, materials and supplies necessary for its operations of the Licensed Area other than those being provided by Licensor hereunder, and store same after every use in a container to be supplied by Licensee, the size, type and location of the container to be approved by the District; (b) ensure that its participants, sponsors, spectators and visitors observe and comply with any and all rules and regulations issued by the District for the use of the Swim Center and its emergency management protocols and procedures; (c) be responsible for all destruction of or damage to the Swim Center or any destruction of or damage to any equipment or furnishings therein caused by any act, whether negligent or otherwise, of any agent, employee, volunteer, participant, sponsor, spectator, contractor or invitee of Licensee; (d) be responsible for cleaning up the Licensed Area after every use, returning all practice equipment to its proper storage location and maintaining the Licensed Area in a clean and safe manner; (e) have lifeguards on duty at all times during each and every swim practice and swim meet sponsored by Licensee at the Swim Center who hold current certifications from the American Red Cross as either a life guard or a recipient of American Red Cross safety training for swim coaches along with CPR and First Aide Certifications, at a ratio of one lifeguard to every 25 swimmers; (f) provide to the District on request and annually (no later than July 31st of each year) documentation of the above mentioned American Red Cross Training and certification; (g) provide security personnel for swim meets when requested by the District; (h) provide auxiliary aids and services necessary to allow the full use and enjoyment of the facility for participants with disabilities in accordance with the Texas Human Resources Code 121.003 and; (i) have an adequate number of Licensee representatives in attendance who are 21 years or older to maintain a ratio of one such Licensee representative for every 25 people participating in a practice and one such Licensee representative for every 35 people participating in a meet at every swim practice and swim meet, as the case may be, in addition to the number of lifeguards specified in 7 above; (e) and ensure that at least one such Licensee representative remains at the Swim Center after the conclusion of all practices and meets until all of Licensee's participants have left the Swim Center. Any issues arising during a practice or meet will be addressed to the District's Swim Center Manager on site. Licensee's representatives may not give instructions to any District personnel. If Licensee is unable to provide lifeguards on duty as required in 7.(e) above, Licensee agrees to pay Licensor the cost it incurs, plus 10%, for providing lifeguards and an on-duty manager.

9. Repairs/Cleaning. Should there be any damage to or destruction of District property, at the

discretion of the District, Licensee shall either promptly make necessary repairs or replacements within 10 calendar days of its receipt of the District's notice of damage or destruction, or reimburse the District for its costs incurred in doing so within 10 calendar days of its receipt of the District's invoice. In addition, if Licensee fails to clean the Licensed Area or maintain the Licensed Area as required by paragraph 7, the District may perform such tasks at Licensee's expense, and Licensee shall reimburse the District for its cost incurred in performing such tasks within 10 calendar days of its receipt of the District's invoice.

10. Additional Limitations on License. While the District will work with Licensee regarding Any of Licensee's sponsorships, concession sales and promotions (such sponsorships, concession sales and promotions being limited to the Swim Center, Licensee agrees that it will at all times honor and will not in any way violate any restrictions affecting the Licensed Area or the Swim Center that relate to signage, concession sales, promotions or sponsorships involving the District and third parties. Licensee's rights are subordinate. Licensee also agrees that there will be no concession sales, promotions, sponsorships, or signage involving or related to alcoholic beverages, tobacco products, firearms, adult-oriented businesses, educational programming, before or after school programs, or any other matters which the District's board or administration determines to be inappropriate for a facility owned by the District or that competes with the District's programs and revenue goals.

11. Cooperation. Licensee shall cooperate with the District and its coaching staff and shall support the District's swimming program and coaches. Licensee's personnel shall not take any action to undermine the effectiveness of the District swim program or the District's coaching staff. The training and coaching that District students receive from Licensee shall, at all times, supplement and support the District's swim program. The District shall cooperate with Licensee and not take any action that undermines the effectiveness of the Licensee's program or its coaching staff, it being agreed and understood that a decision by the District to terminate this License as permitted herein will not be construed as an action undermining the effectiveness of the Licensee's program.

12. Representations and Warranties of Licensee. Licensee hereby represents and warrants that it has the requisite corporate power and authority to enter into this License, to perform its obligations hereunder; that this License has been duly authorized and executed by Licensee and is enforceable against Licensee in accordance with its terms; that Licensee will fully comply with all laws applicable to its use of the Licensed Area; and that Licensee is in good standing with North Texas Swimming and USA Swimming.

13. Licensee's Property. Neither the District nor its trustees, employees, agents, and representatives shall be responsible for or have any liability for loss or damage to or destruction of any property belonging to Licensee, its agents, employees, participants, or invitees.

14. Indemnification. Licensee shall defend and indemnify the District, its trustees, employees, agents and representatives (the Indemnitees) and shall hold them harmless from any damages, claims, suits, actions, liabilities, loss, penalties, costs and expenses including, without limitation,

reasonable attorneys' fees arising out of or alleged to have arisen from (a) Licensee's use of the Swim Center and the Licensed Area, (b) a breach of any representations, warranties or obligation of this License by Licensee, (c) any claims (whether founded or unfounded) of any nature or character (including, without limitation, claims for personal injury, death, assault and battery, damage to property, right of privacy or any other tangible or intangible personal or property right) based upon or arising out of Licensee's use of Swim Center or Licensed Area, or (d) any actual or alleged negligence or dishonesty of, or any actual or alleged act of commission or omission by, Licensee or any of its employees, agents, volunteers, representatives, invitees, participants, sponsors or contractors. Nothing in this License should be construed to abrogate any rights or affirmative defenses available to the District under doctrines of sovereign and official immunity.

15. Insurance. Licensee shall maintain in force throughout the term of the License: (a) professional liability insurance for all Licensee's employees, agents, contractors and volunteers involved in the program offered or sponsored by Licensee at the Swim Center with coverage of not less than \$1,000,000 per occurrence and not less than \$2,00,000 in the aggregate; (b) worker's compensation insurance for all Licensee's employees employed by Licensee at the Swim Center; (c) commercial general liability insurance for bodily injury and property damage relating to the Licensed Area, the Swim Center and their appurtenances and Licensee's operations therein on an occurrence basis with coverage of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the aggregate. The insurance policy shall name the District as an additional named insured and include a contractual endorsement extending its coverage to Licensee's obligations hereunder (including Licensee's indemnity obligations). The policy shall also be written as a primary policy which does not contribute to any policies which may be carried by the District, and shall contain a provision that the District, although named as an insured, shall nevertheless be entitled to recover under said policy for any loss occasioned to it or other Indemnitees by reason of the negligence, gross negligence, or willful misconduct of Licensee, its employees, agents, representatives, participants, contractors, visitors, sponsors or invitees. All insurance policies required of Licensee herein shall be issued in forms acceptable to the District by companies licensed to do business in Texas with a general policyholder's rating of not less than A and a financial rating of Class VI as rated in the most currently available "Best's Insurance Reports." All policies shall contain endorsements waiving any right of subrogation which the insurer may otherwise have against the District or other Indemnitees. Licensee shall provide the District copies of all insurance policies required herein and cause its insurance companies to issue certificates to the District confirming that the policies have been issued and are in full force and effect and that they provide coverage for the District and the Indemnitees as additional named insureds, and also confirming that before any cancellation, modification or reduction in coverage of such policies, the insurance companies will give the District thirty days prior written notice of such proposed cancellation, modification or reduction. Additionally, Licensee shall, upon request by the District, cause its insurance company to provide copies of all policies.

16. Termination. The District may terminate this License immediately by written notice to Licensee if Licensee shall at any time violate or be in default under any of the terms or provisions hereof and such violation or default is not remedied within five (5) school business days after the

date on which Licensee receives notice of such violation or default from District.

17. Notices. Any notice required or permitted under this License shall be in writing and shall be deemed given if delivered personally, by email (with reply confirmation), certified mail return receipt requested, or sent by overnight courier (providing proof of delivery) to the parties at the following addresses:

(i) Licensee:
Mid Cities Arlington Swimming, dba MARS
Attn: Brian Dangelmaier
127 Varsity Circle
Arlington, TX 76013
[Email: coachbrian@marswim.org](mailto:coachbrian@marswim.org)

(ii) District
Grapevine-Colleyville ISD
Attn: Superintendent
3051 Ira E. Woods Avenue
Grapevine, Texas 76051-3897

Copy to: Executive Director of Athletics
3051 Ira E. Woods Avenue
Grapevine, TX 76051

18. Miscellaneous. If any term or provision of this License is held by a court to be invalid or unenforceable, the remainder of this License will be interpreted and applied in a manner so as to most closely effectuate the intent of the parties to this License. This License may be executed in duplicate counterparts, each of which will be an original, but all of which shall constitute one agreement. Neither this License nor any memorandum of this License shall be recorded without the prior written consent of the District. This License shall be enforceable in Tarrant County, Texas, and construed in accordance with the laws of the State of Texas. This License contains all the agreements made by and between the parties and supersedes any prior agreements made by them. If either party institutes any action or proceeding in court to enforce any provision of this License or any action for damages for any alleged breach of any provision hereof, then the prevailing party in such action or proceeding shall be entitled to receive from the non-prevailing party such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered to the prevailing party, together with its other reasonable litigation expenses. Venue for any legal action shall be in Tarrant County, Texas.

19. Background Checks. At the beginning of the term and on each anniversary date thereof, Licensee will certify in writing to the District that either: (a) all of its employees, agents, volunteers and contractors who have direct contact with students while at the Swim Center have obtained all of their own criminal history record information as required by Section 22.0834 of the Texas

Education Code, through the Texas Department of Public Safety as permitted by Section 411.0845, Texas Government Code and they have shared that information with Licensee, or Licensee has acquired all criminal history record information on such persons through the criminal history clearing house¹ as provided by Section 411.0845, Texas Government Code; and (b) that none of the above have a “**Disqualifying Criminal History**”. “Disqualifying Criminal History” means any conviction or other criminal history information designated by the District (see below); any felony or misdemeanor conviction that would disqualify a person from obtaining educator certification under Texas Education Code Section 21.060, and 19 Texas Administrative Code Section 249.16; or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state. Texas school law prohibits anyone who meets the following criteria from working in schools:

A person convicted of or placed on deferred adjudication community supervision for:

- Improper relationship between educator or student
- An offense for which the person is required to register as a sex offender
- Sale, distribution, or display of harmful material to minor
- A felony offense under Chapter 43 of the Penal Code (Public Indecency)
- A felony offense involving school property
- An offense under the laws of another state that is equivalent to any of the above

A person convicted of a Title V felony: Title V felonies include criminal homicide; kidnapping; unlawful restraint; and smuggling of persons; trafficking of persons; sexual offenses; and assaultive offenses.

Licensee will also provide this certification from time to time during the term before any new employee, agent, volunteer or contractor of Licensee begins having direct contact with students while at the Swim Center.

20. Not a Terrorist Organization. As required by Subchapter F, Chapter 2252, Texas Government Code, “Prohibition on Contracts with Certain Companies”, Licensee verifies by its acceptance of this Agreement that it is not a foreign terrorist organization identified on the lists prepared and maintained by the Texas Comptroller of Public Accounts. If Licensee has misrepresented its inclusion in the Comptroller’s list, such omission or misrepresentation voids the Agreement. Additionally, Licensee verifies by its acceptance of this Agreement that any of its sponsors or affiliates, or other types of related entities are not a foreign terrorist organization identified on the lists prepared and maintained by the Texas Comptroller of Public Accounts

¹ Individuals must present themselves for a fingerprint-based review at a third-party location designated by the District and pay the fee. Licensor shall cause each person to provide District with their personal information so that the District can subscribe to the criminal history database.

21. Non-Abortion Provider. Pursuant to Texas Government Code Chapter 2273, Licensee verifies by its acceptance of this Agreement that it is not an abortion provider or an affiliate of an abortion provider whereby the provider or affiliate receives something of value derived from state or local tax revenue. Any contract entered into by the District is void if Licensee has such a prohibited affiliation or contractual relationship.

22. Non-Boycott of Israel. Pursuant to Texas Government Code, Chapter 2271, as amended, if Licensee is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding a sole proprietorships and individuals) that exists to make a profit which has ten (10) or more full-time employees and the value of the Agreement with Licensee is \$100,000 or more, Licensee represents and warrants to the District that Licensee does not boycott Israel and will not boycott Israel during the term of the Agreement.

23. Non-Discrimination Against Firearm Entity or Trade. Pursuant to Texas Government Code Chapter 2274, if the Agreement has a value of \$100,000 or more and Licensee is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit (specifically excluding a sole proprietorship), Licensee certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined by Texas Government Code Chapter 2274, and will not during the term of the Agreement, unless excepted from that law.

24. Non-Boycott Energy Companies. Pursuant to Texas Government Code Chapter 2274, if the Agreement has a value of \$100,000 or more, Licensee is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding a sole proprietorship), and Licensee has ten (10) or more full-time employees, Licensee certifies that it does not boycott energy companies and will not during the term of the Agreement, unless excepted by that law.

IN WITNESS, WHEREOF, the undersigned have executed this License Agreement as of the date first written above.

Grapevine-Colleyville Independent School District

By: _____

Signature

Name: Shannon Braun

Title: President Board of Trustees

Date:

Mid Cities Arlington Swimming, dba MARS

By: _____

Signature

Name: _____

Title: _____

Date: _____

EXHIBIT A
LICENSED AREA FOR MARS
PERMITTED USE OF SWIM CENTER SCHEDULE AND LANES

General:

Licensee may use one bulletin board in the Swim Center to announce its program, list schedules, and post other announcements regarding swim meets. All articles to be placed on the bulletin board shall be approved in advance by the Swim Center Facility Manager. Licensee will comply with Licensor's policy of maintaining all exterior doors locked at all times and will not permit or allow propping of doors without an adult stationed at the door to monitor who is entering the building. Additionally, Licensee agrees to follow Licensor's emergency protocols at all times when using the Swim Center. The Swim Center Facility Manager will instruct Licensee on GCISD's Standard Response Protocol and other specific emergency procedures.

Licensed Area for Swim Practices:

The licensed area for swim practices includes the swimming pool (excluding the diving boards), timing devices, training equipment, locker rooms, restrooms, weight room, bleachers, dry land area, and lobby. Offices and the concession stand are not part of the Licensed Area for swim practices.

Licensed Area for Swim Meets:

The licensed area for swim meets includes the pool (excluding the diving boards), timing devices, locker rooms, restrooms, bleachers, the dry-land area, the classroom, the concession stand, and the lobby. Offices and the weight room are not part of the Licensed Area for swim meets.

Monday- Friday	4:45 p.m. to 7:30 p.m.	9 lanes
Saturday	7:00 a.m. to 9:00 a.m.	11 lanes

Swim Center Closure:

GCISD will observe the following holidays, and therefore, the Swim Center will not be open for Licensee's use.

Labor Day	Good Friday & Easter Sunday
Thanksgiving Day	Mother's Day
Christmas Eve and Christmas Day	Memorial Day
New Year's Eve and New Year's Day	Father's Day
Spring Break Week	Fourth of July

Fees for Late Relinquishment of or Failure to Clean Licensed Area:

Licensee's participants must exit the pool immediately at the end of the times specified above. Licensee will pay Licensor \$10 per minute for each minute or portion thereof that Licensee's participants remain in the pool after the end of the applicable period. Licensee's participants and representative must also exit the Swim Center within 15 minutes after the end of a practice session if Licensee is the last user of the Swim Center that day. Licensee will pay \$10 per minute for each minute or portion thereof over 15 minutes after the end of Licensee's practice session.

Cleaning after Practices:

Recognizing that Licensee is responsible for picking up and storing all training aids and picking up all trash, debris, supplies, towels, shoes, and miscellaneous items in the locker rooms after Licensee's practice sessions, Licensee will pay Licensor a fee of \$35 per training session when Licensee fails to pick up and store training aids and a fee of \$70 per training session when Licensee fails to pick up trash in the locker rooms.

Cleaning after Meets:

Licensee is responsible for picking up and storing all training aids and picking up all trash, debris, supplies, towels, shoes, and miscellaneous items in all parts of the Licensed Area after Licensee's swim meets. In the event that the Licensee fails to perform these tasks after a swim meet, Licensor will do so and send Licensee an invoice for performing Licensee's clean-up tasks under this License. These fees must be paid by Licensee within 10 days after its receipt of Licensor's bill for the same. The parties agree that just compensation for the harm that would be caused by Licensee's failure to adhere to these limitations or perform these duties cannot be accurately estimated or would be very difficult to accurately estimate, and that these fees are a reasonable forecast of just compensation to Licensor for the harm that would be caused by Licensee's failure to adhere to these time limitations or perform these duties.

Additional Limitations:

In addition to the limitations stated in paragraph 4 of the License, the scheduled times may be adjusted by mutual agreement of the parties. However, the total amount of time may not be exceeded without a written amendment to the License Agreement approved by the District's Board of Trustees. If the District needs to adjust the schedule set forth above, the District will use its best efforts to notify Licensee as soon as possible and no less than two school business days in advance of the adjustment.