

RESOLUTION NO. R2008-73

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH SIGNAL SCHOOL OF PHYSICAL EDUCATION AND CHARITY PAINTER FOR USE OF THE SIGNAL MOUNTAIN GYMNASIUM FOR THIRTY SIX (36) MONTHS. A COPY OF SAID AGREEMENT IS ATTACHED HERETO.

WHEREAS the Town Manager and the Recreation Board and met with representatives of the Signal School of Physical Education to discuss and develop new terms and conditions of the use of the Signal Mountain Gymnasium; and

WHEREAS the parties have developed a new agreement for usage by the Signal School of Physical Education of the Town Gymnasium for the benefit of children of the Town attending gymnastic training and in the benefit of other uses at the Town Gymnasium which occur regularly for children and adults in the Town.

BE IT RESOLVED by the Town Council of the Town of Signal Mountain, Tennessee that the Town Manager is authorized to enter into an Agreement with Signal School of Physical Education and Charity Painter for use of the Signal Mountain Gymnasium and payments for gymnasium usage during the next thirty six (36) months. A copy of said Agreement is attached.

Paul M. Kuehnle
MAYOR

[Signature]
RECORDER

October 6, 2008
DATE

October 6, 2008
DATE

LEASE AGREEMENT BETWEEN TOWN OF SIGNAL MOUNTAIN AND
SIGNAL SCHOOL OF PHYSICAL EDUCATION
AND CHARITY PAINTER FOR USE OF SIGNAL MOUNTAIN GYMNASIUM

WHEREAS, the Town of Signal Mountain agrees to rent the Town Gymnasium to Signal School of Physical Education and/or Charity Painter for gymnastic classes for the benefit of the Town's children; and

WHEREAS, the parties agree that the terms and conditions of this Lease Agreement should be in writing and that all the terms and conditions of this Lease Agreement shall be performed by Signal School of Physical Education and/or Charity Painter, as its Director.

NOW, THEREFORE, the parties agree as follows:

1. It is understood that these classes have gym equipment that is heavy enough to cut gashes in the gymnasium floor, and it is costly to repair such floor damage. Parallel bars will be stored when not in use in the "inset" area immediately adjacent to the north entrance's windows.
2. Parallel bars will be covered with a canvas, thick cloth cover, or roll up mats when not in use.
3. All of the following equipment shall be stored on the stage of the Town Gym when not in use: mats, balance beams, vault. The amount and the method of storage of the above listed equipment must have written approval of the Town Manager. A list of the currently approved items to be stored on the stage will be attached to the contract.
4. All equipment shall only be moved by using rollers or heavy padding approved by the Recreation Director.
5. The vault must be broken down and removed from the gym floor after each use in a method of storage which is approved in writing by the Town Manager.

6. No new equipment shall be stored in the gym at any time without the prior written approval of the Town Manager.

7. Signal School of Physical Education and/or Charity Painter agrees to reimburse the Town for all gymnasium floor repair costs caused by the school's equipment regardless of who misuses the equipment to cause the damage. Any repairs to the gymnasium floor will be estimated prior to work being performed and Signal School of Physical Education and/or Charity Painter agrees to provide payments for the expense to repair damages from the school's equipment which will be evaluated and assessed by the Town Manager.

8. Signal School of Physical Education and/or Charity Painter shall provide annual proof of liability insurance coverage in an amount and form which is approved by the Town Attorney and shall name the Town as an additional insured.

9. A fee of \$12.00 per hour shall be due for all scheduled use of the Town Gymnasium within thirty (30) days of the end of each session.

10. The Town Manager and Recreation Board shall establish a use schedule of the Town Gymnasium which will consider clean up time by Signal School of Physical Education before other uses begin for basketball or parties or other scheduled uses. Signal School of Physical Education agrees to comply with the use schedule established by the Town.

11. If any term of this agreement is not performed by Signal School of Physical Education and fails to be performed after thirty (30) days written notice, such action shall constitute a breach of this agreement which may result in termination of this agreement by the Town.

11. This Agreement shall be for a three (3) year term beginning October 1, 2008, and ending on September 30, 2011.

~~012684~~

012700

SIGNAL SCHOOL OF PHYSICAL EDUCATION

By: _____
CHARITY PAINTER, Director

TOWN OF SIGNAL MOUNTAIN, TENNESSEE

By: _____
HONNA ROGERS, Town Manager