

**RIGHT OF ENTRY AND LICENSE AGREEMENT
RE-USE OF CITY SWIMMING POOLS**

THIS RIGHT OF ENTRY AND LICENSE AGREEMENT RE-USE OF CITY SWIMMING POOLS (this "Agreement") is made and entered into this 23rd day of March, 2010 by and between the **CITY OF LANCASTER**, a municipal corporation, (the "City") and **OASIS AQUATICS, INC.**, a nonprofit corporation ("Oasis").

RECITALS:

A. Oasis is a competitive swimming organization which provides services in the City of Lancaster.

B. The City is the owner of those certain swimming pool facilities generally known as the Eastside Swimming Pool and the Myrtie Webber Swimming Pool which are depicted on the "Maps of the Swimming Facilities" and legally described in the "Legal Descriptions" which are attached hereto as Exhibit A and Exhibit B, respectively, and incorporated herein by this reference (the "Swimming Facilities").

C. City and Oasis desire in this Agreement that Agency permit Oasis to utilize the Swimming Facilities so that Oasis may conduct its competitive swimming activities.

D. Oasis's non-exclusive use of the Swimming Facilities pursuant to the terms of this Agreement is in the vital and best interest of the City and the health, safety and welfare of its residents and in accord with the public purposes and provisions of applicable state and local laws.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Right of Entry. Provided that all of the terms and conditions of Section 6 of this Agreement are fully satisfied, City hereby grants to Oasis and its agents, employees, contractors and invitees, the non-exclusive right to enter upon the Swimming Facilities upon the terms, conditions and agreements hereafter set forth. The term of this Agreement shall commence upon March 23rd 2010 (the "Date of Agreement") and shall terminate on the Second (2nd) anniversary of the Date of Agreement (the "Term of Agreement"), provided that the City and Oasis shall have the right to earlier terminate this Agreement by providing Oasis or the City, as the case may be, with thirty (30) days written notice of such earlier termination.

2. Use of the Swimming Facility. The Swimming Facilities shall be used by Oasis solely for conducting competitive swimming practices and swimming meets in accordance with "Schedule of Use of Swimming Facilities" which is attached hereto as Exhibit C and incorporated herein by this reference (the "Use Schedule"). The Swimming Facilities shall be used for no other purposes without the prior written consent of the City, which consent shall be granted or denied in the City's sole discretion. In the event that Oasis desires to alter, amend or modify the Use Schedule, Oasis shall submit a written request for such modification to the

Director of Parks, Recreation and Arts or his designee (the "Director"). Such request shall be submitted at least thirty (30) days in advance of the anticipated effective date of the requested modification. The Director shall grant or deny such request in the Director's sole discretion.

In the event that Oasis desires to implement a program or service in addition to its competitive swimming program utilizing the Swimming Facilities, Oasis shall submit a written request that the permitted uses under this Agreement be modified. Such request shall be submitted to the Director at least thirty (30) days prior to the anticipated effective date of such requested modification. Such request shall be granted or denied in the Director's sole discretion.

3. Use of Equipment. Oasis may utilize City-owned equipment located at the Swimming Facilities only in accordance with the "Permitted Use of Equipment," which is attached hereto as Exhibit D and incorporated herein by this reference.

4. Fees. Oasis shall pay to City a monthly fee for the use of the Swimming Facilities in accordance with the "Fee Schedule," which is attached hereto as Exhibit E and incorporated herein by this reference. The Fee Schedule shall be based upon anticipated, average monthly use of swimming pool lanes for swimming practices at the rate of One Dollar and Fifty Five Cents (\$1.55) per lane, per hour, per month. In addition, Oasis shall pay additional fees arising from swimming meets and fund raising events conducted by Oasis and the off season use of secondary pool facilities, if any, in accordance with the Fee Schedule. Payments shall be submitted to the Director for verification. The Director shall then forward such payments to the City Finance Department.

5. Revocability. This Agreement shall be revocable by the City and terminable by Oasis at any time, upon thirty (30) days advance written notice, mailed or personally delivered to Oasis or the City, as the case may be, in accordance with Section 18 hereof. Upon termination of this Agreement, all rights of Oasis under this Agreement shall immediately terminate. The City shall not be liable for any damages, costs or claims arising (from) such revocation.

6. Conditions to Entry. Prior to Oasis entering the Swimming Facilities, the following conditions must be satisfied:

6.1 Insurance. Oasis shall take out and maintain or cause to be taken out and maintain throughout the Term of this Agreement, a comprehensive general liability insurance policy in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, or other such policy limits as the City may approve at its discretion, including contractual liability, as shall protect Oasis, the City, the Lancaster Redevelopment Agency, the Industrial Development Authority of the City of Lancaster, the Lancaster Community Services Foundation, Inc., the Lancaster Financing Authority, and all of their officers, agents, servants, employees, representatives and volunteers from claims for such damages. Such policy shall be issued by and an "A" rated insurance carrier. Such policy or policies shall be written on an occurrence form. Oasis shall also furnish or cause to be furnished to the City evidence satisfactory to the City that Oasis and any contractor with whom it has contracted for the performance of work on the Swimming Facilities or otherwise pursuant to this Agreement carries Workers' Compensation Insurance as required by law. Oasis shall furnish a notarized certificate of insurance countersigned by an authorized agent of the insurance carrier on

a form approved by the City setting forth the general provisions of the insurance coverage. Such countersigned certificate shall name the City, the Lancaster Redevelopment Agency, the Industrial Development Authority of the City of Lancaster, the Lancaster Community Services Foundations, Inc., the Lancaster Financing Authority and their respective officers, agents, servants, employees, representatives and volunteers as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insures' status. The certificate and endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify the City of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided herein shall be primary insurance and not be contributing with any insurance maintained by the City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City.

6.2 Permits. Oasis shall have obtained all permits needed to carry out the actions to be performed on or in the Swimming Facilities pursuant to this Agreement.

7. Representatives. Oasis shall provide the City with name, address and telephone number of each of its board members and coaches within thirty (30) days of the Date of the Agreement. Oasis shall inform the City promptly with any changes in board members and/or coaches and shall provide the City with name, address, and telephone numbers of any new board members and/or coaches within thirty (30) days of any change in the same.

8. Liens. With regard to actions performed on the Swimming Facilities under this Agreement, Oasis shall not permit to be placed against the Swimming Facilities, or any part thereof, any design professional's, mechanics, material men's, contractor's, or subcontractor's liens (collectively, "Liens"). Oasis shall indemnify, defend and hold harmless City from all liability for any and all liens, claims and demands, together with costs of defense and reasonable attorneys' fees, arising from any Liens. City reserves the right, at its sole cost and expense, at any time and from time to time, to post and maintain on the Swimming Facilities, or any portion thereof, or on the improvements on the Swimming Facilities, any notices of non-responsibility or other notice as may be desirable to protect City against liability. In addition to, and not as a limitation of City's other rights and remedies under this Agreement, should Oasis fail, within ten (10) days of written request from City, either to discharge any lien or to bond for any Lien, or to defend, indemnify, and hold harmless City from and against any loss, damage, injury, liability or claim arising out of a Lien, then City, at its option, may elect to pay such Lien, or settle or discharge such Lien and any action or judgment related thereto and all costs, expenses and attorney's fees incurred in so shall be paid to City by Oasis upon written demand.

Oasis agrees to waive any rights that it may have to file mechanic's liens, stop notices or other liens upon the Swimming Facilities.

9. Certain Definitions. For purposes of this Agreement, the following terms shall have the meanings herein specified:

9.1 "Environmental Law" means (i) Sections 25115, 25117, 25122.7 or 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste

Control Law), (ii) Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) Article 9 or Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (vi) Section 311 of the Clean Water Act (33 U.S.C. 6901 *et seq.* (42 U.S.C. 6903) or (viii) Section 1101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 6901 *et seq.*

9.2 "Hazardous Materials" means any substance, material or waste which is or becomes, prior to the Closing, regulated by any local government authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117, 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. 1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.* (42 U.S.C. 6903) or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 6901 *et seq.*

10. Compliance with Laws/Permits. Oasis shall, in all activities undertaken pursuant to this Agreement, comply and cause its contractors, agents, employees, and invitees to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees, including, but not limited to, all Environmental Laws. Without limiting the generality of the foregoing, Oasis, at its sole cost and expense, shall obtain any and all permits which may be required by any Environmental Law or other law for any activities Oasis desires to conduct or have conducted pursuant to this Agreement. City shall provide reasonable assistance to Oasis in obtaining such permits. In the event Oasis or its agents or employees discover any substance on the Swimming Facilities which they suspect might be Hazardous Materials, Oasis shall immediately notify or cause notice to be given to City.

11. Indemnification. Oasis hereby agrees to indemnify, defend, assume all liability for and hold harmless the City and its officers, agents, servants, employees and representatives from all actions, claims, suits, penalties, obligations, liabilities, damages to property, environmental claims or injuries to persons direct or consequential (collectively "Claims") which may be caused by Oasis or which arise out of or in connection with Oasis's use of the Swimming

Facilities and activities conducted pursuant to this Agreement. Oasis's indemnity given under this Section 11 shall apply whether any acts are by Oasis or anyone directly or indirectly employed or under contract with Oasis, and whether such Claims shall accrue or be discovered before or after the termination of this Agreement. The indemnity and other rights afforded City by this Section 11 shall survive after the revocation or termination of this Agreement.

12. Accident Report Forms. Within twenty-four (24) hours of any incident or accident involving Oasis, its agents, employees, contractors, and/or invitees occurring on or in the Swimming Facilities, Oasis shall submit to the Director, the appropriate Supervisor, City Pool Manager or Senior Lifeguard, a completed incident and accident report form, in a form which shall be supplied by the City.

13. Maintenance. Except as set forth in the Use Schedule or the Permitted Use of Equipment, City shall provide for the maintenance of the Swimming Facilities. Notwithstanding the foregoing, Oasis shall provide for the general clean-up of the Swimming Facilities, including, but not limited to, the pool deck, dressing and rest rooms, showers and storage areas following each use of the Swimming Facilities by Oasis. In the event that Oasis fails to provide such general clean-up, City may elect to provide such clean-up and any costs and expenses incurred by the City in doing so shall be paid by Oasis to the City promptly upon written demand.

14. Risk of Loss/Damage. Oasis assumes all risk of loss and damage to Oasis's property and property under Oasis's control or custody, as well as the property of Oasis's agents, employees, contractors and invitees while upon the Swimming Facilities, caused or contributed to by vandalism, theft, flooding, fire or any other event or by any operation of the City. Oasis may secure insurance as Oasis deems necessary and appropriate.

15. Assignment. Neither this Agreement nor any rights hereunder shall be transferred or assigned by Oasis, nor shall Oasis rent or permit the use of any portion of the Swimming Facilities by another, without the prior written consent of the City, which consent shall be granted or denied in the City's sole discretion.

16. Inspection. City and its representatives, employees, agents or independent contractors may enter and inspect the Swimming Facilities or any portion thereof or any improvements thereon at any time and from time to time at reasonable times to verify Oasis's compliance with the terms and conditions of this Agreement.

17. No Real Property Interest. It is expressly understood that this Agreement does not in any way whatsoever grant or covey any permanent easement, lease, fee or other interest in the Swimming Facilities to Oasis.

18. Reporting. Oasis shall provide to the City annual reports setting forth Oasis's revenues and expenses within sixty (60) days of the end of each calendar year. In addition, Oasis shall provide to the City from time to time updated lists of Oasis's swimming team participants.

19. Meetings. City and Oasis shall conduct quarterly meetings at the Eastside Pool at 5:00 p.m. on the fourth (4th) Wednesday of February, May, August and November or mutually agreed upon date and time.

20. Cooperation. City and Oasis shall reasonably cooperate with and provide reasonable assistance to one another as follows:

20.1 Publicity. Oasis may advertise the City's cooperation in providing a competitive swimming program on fliers and news releases. The City shall provide appropriate language for such publicity and in no event shall Oasis advertise City's cooperation without the City's prior written approval.

20.2 Clinics. Oasis shall provide annual competitive swim stroke clinics for the City of Lancaster's Novice Swim Team participants. Each annual clinic shall be designed to teach and improve competitive stroke techniques and shall be conducted within the first two (2) weeks of the City's Novice Swim Team summer program.

20.3 City's Outlook Publication. City shall include information regarding Oasis in the City's quarterly publication entitled Outlook provided that space is available.

20.4 Oasis Board Meeting Sites. City shall provide a site for Oasis's monthly board meetings and other general membership meetings. The Eastside Pool Facility shall be the designated meeting site unless the parties mutually agree in writing to designate another site.

20.5 Modification or Termination of Cooperation. The terms of cooperation set forth in this Section 20 may be amended upon mutual written agreement of both parties. In addition, all or any of the terms of cooperation set forth in this Section 20 may be terminated by either party upon thirty (30) days written notice to the other party of such termination.

21. Relationship between City and Oasis. It is hereby acknowledged that the relationship between City and Oasis is not that of a partnership or joint venture and that the City and Oasis shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided herein, City shall have no rights, powers, duties or obligations with respect to the operation and management of Oasis. Oasis agrees to indemnify, hold harmless and defend City and its officers, agents, servants, employees and representatives from any claim made against City arising from a claimed relationship of partnership or joint venture between the City and Oasis with respect to the operation or management of Oasis.

22. Non liability of Officials and Employees of City. No member, official or employee of the City shall be personally liable to Oasis or any successor in interest to Oasis, in the event of any default or breach by the City of any of the City's obligations under the terms of this Agreement.

23. Notices. Any notices, requests or approvals given under this Agreement from one party to another shall be in writing and shall be personally delivered or deposited with the United States Postal Service for mailing, postage prepaid, by certified mail, return receipt requested, to the addresses of the other party as stated in this Section, and shall be deemed to have been received at the time of personal delivery or three (3) days after the date of deposit for mailing. Notices shall be sent to:

To City: City of Lancaster
44933 North Fern Avenue
Lancaster, California 93534
Attention: City Manager

With a copy to: Stradling, Yocca, Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, California 92660
Attention: David R. McEwen, Esq.

To Oasis: Oasis Aquatics Incorporated
3053 Rancho Vista Blvd.
Palmdale, CA 93551
Attention: Melissa Rahe, President

With copies to: _____

Attention: _____

24. Governing Law. This Agreement shall be governed by the laws of the State of California. Any legal action brought under this Agreement must be instituted in the Superior Court of Los Angeles County, State of California, in an appropriate court in that county, or in the Federal District Court in the Central District of California.

25. Interpretation. This Agreement shall be interpreted as a whole and in accordance with its fair meaning and as if each party participated in its drafting. Captions are for reference only and are not to be used in construing meaning.

26. Amendment of Agreement. No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by City and Oasis.

27. Attorneys' Fees. In the event of a dispute between the parties with respect to the terms or conditions of this Agreement, the prevailing party shall be entitled to collect from the other its reasonable attorneys' fees as established by the judge or arbitrator presiding over such dispute.

28. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an, original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates set forth below.

OASIS:

OASIS AQUATICS, INC.,
a non profit corporation

Dated: _____

By: _____

Its: President of the Board of Directors

CITY:

CITY OF LANCASTER,
a municipal corporation

Dated: _____

By: _____
Mark V. Bozigian, City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

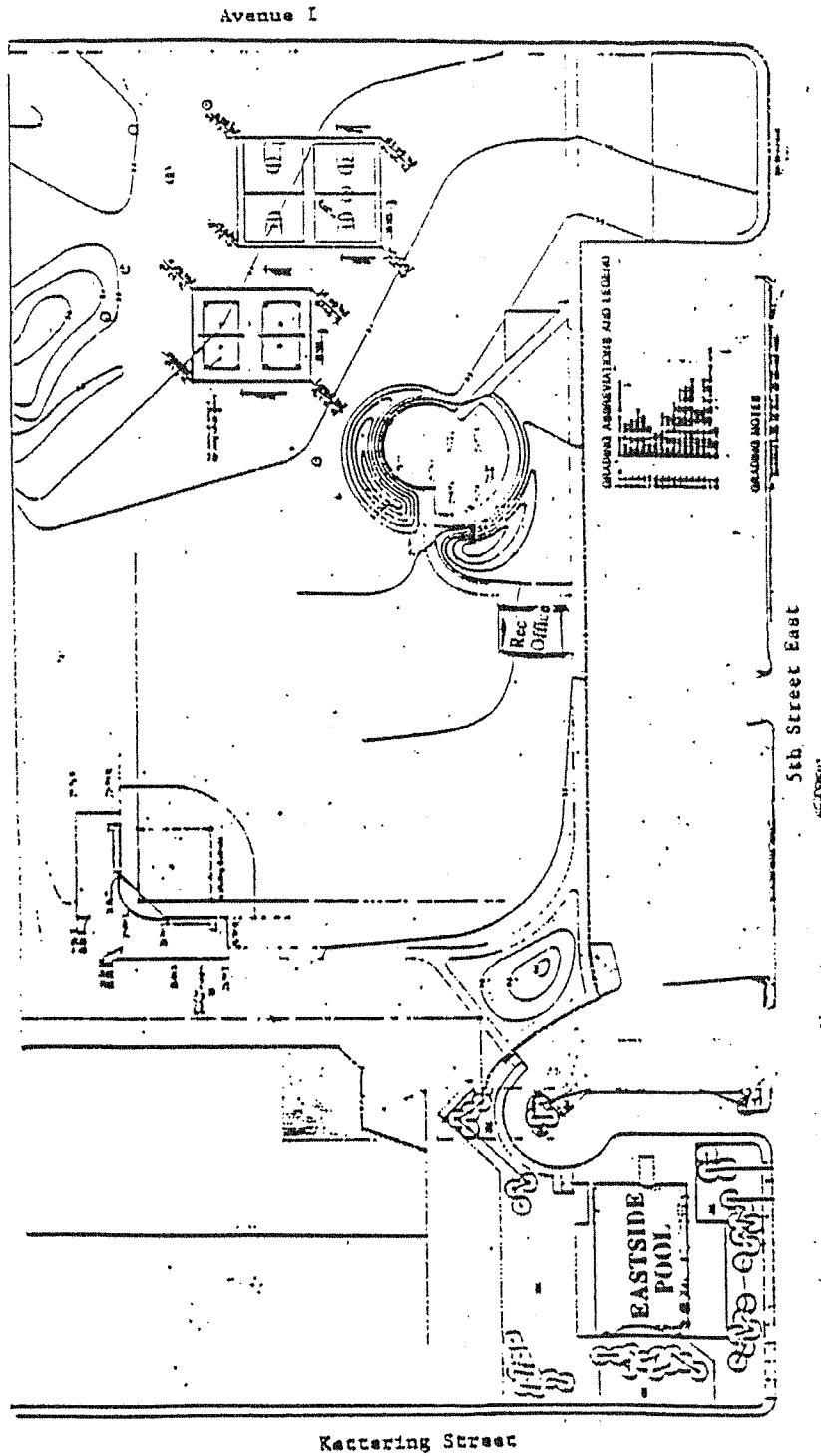
APPROVED BY DEPARTMENT HEAD:

By: _____

EXHIBIT "A"

MAPS OF THE SWIMMING FACILITIES

"A-1" DEPUTY PIERRE W. BAIN PARK



DEPUTY PIERRE W. BAIN PARK
&
EASTSIDE POOL

EXHIBIT "A"

MAPS OF THE SWIMMING FACILITIES

"A-2" EASTSIDE SWIMMING POOL @ DEPUTY PIERRE W. BAIN PARK

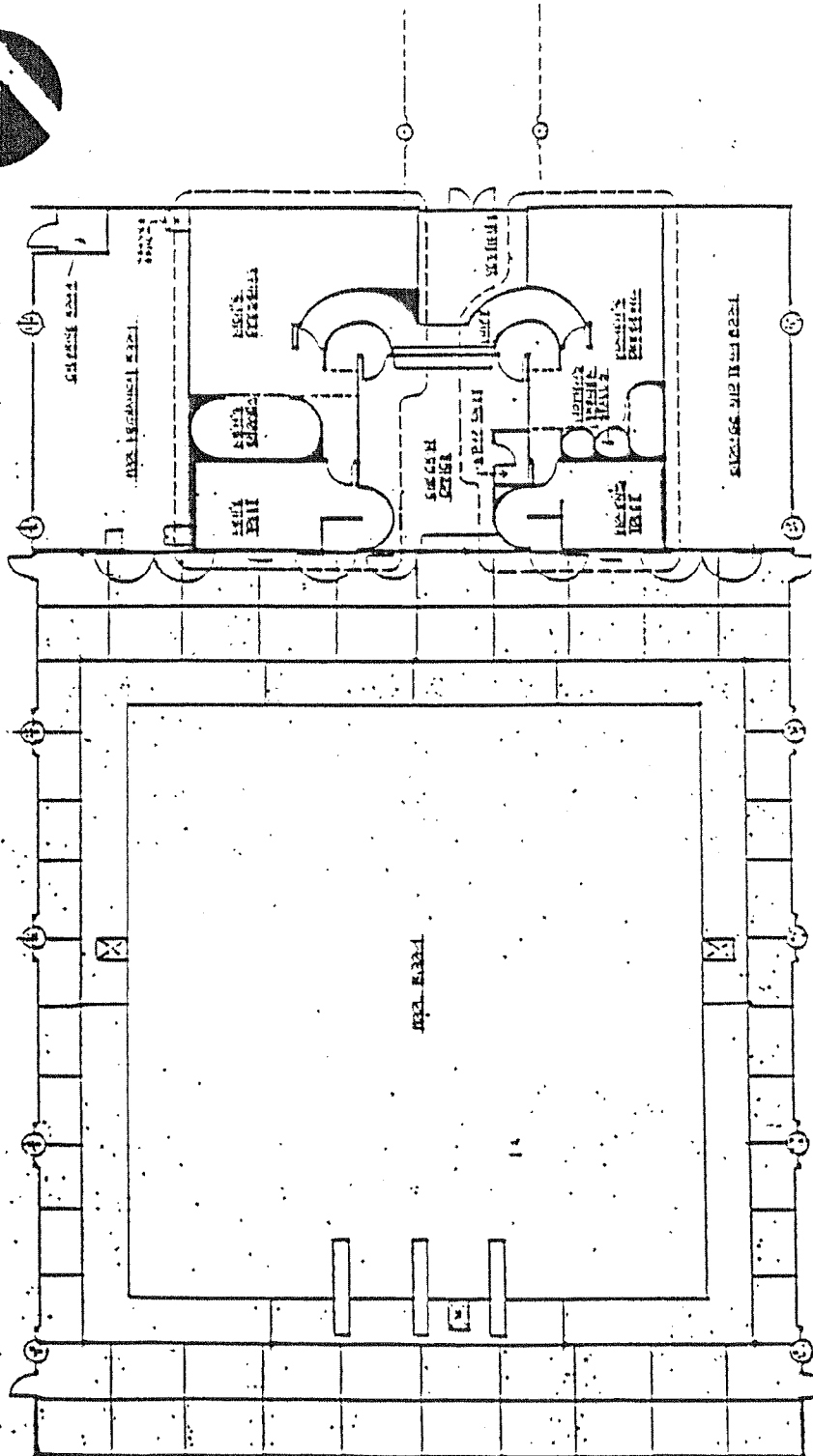


EXHIBIT "A"

MAPS OF THE SWIMMING FACILITIES

"A-3" JANE REYNOLDS PARK

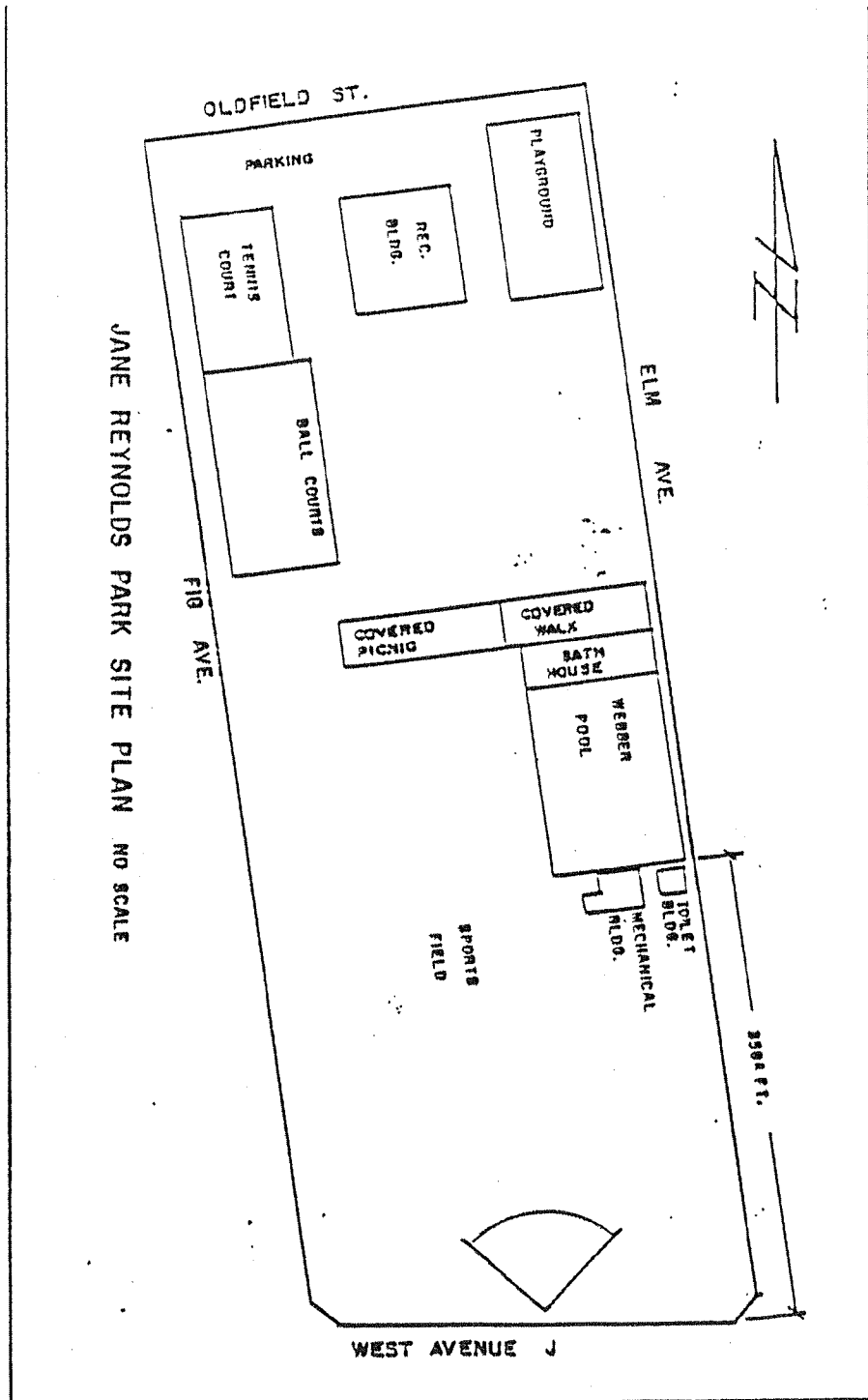


EXHIBIT "A"

MAPS OF THE SWIMMING FACILITIES

"A-4" MYRTIE WEBBER SWIMMING POOL @ JANE REYNOLDS PARK

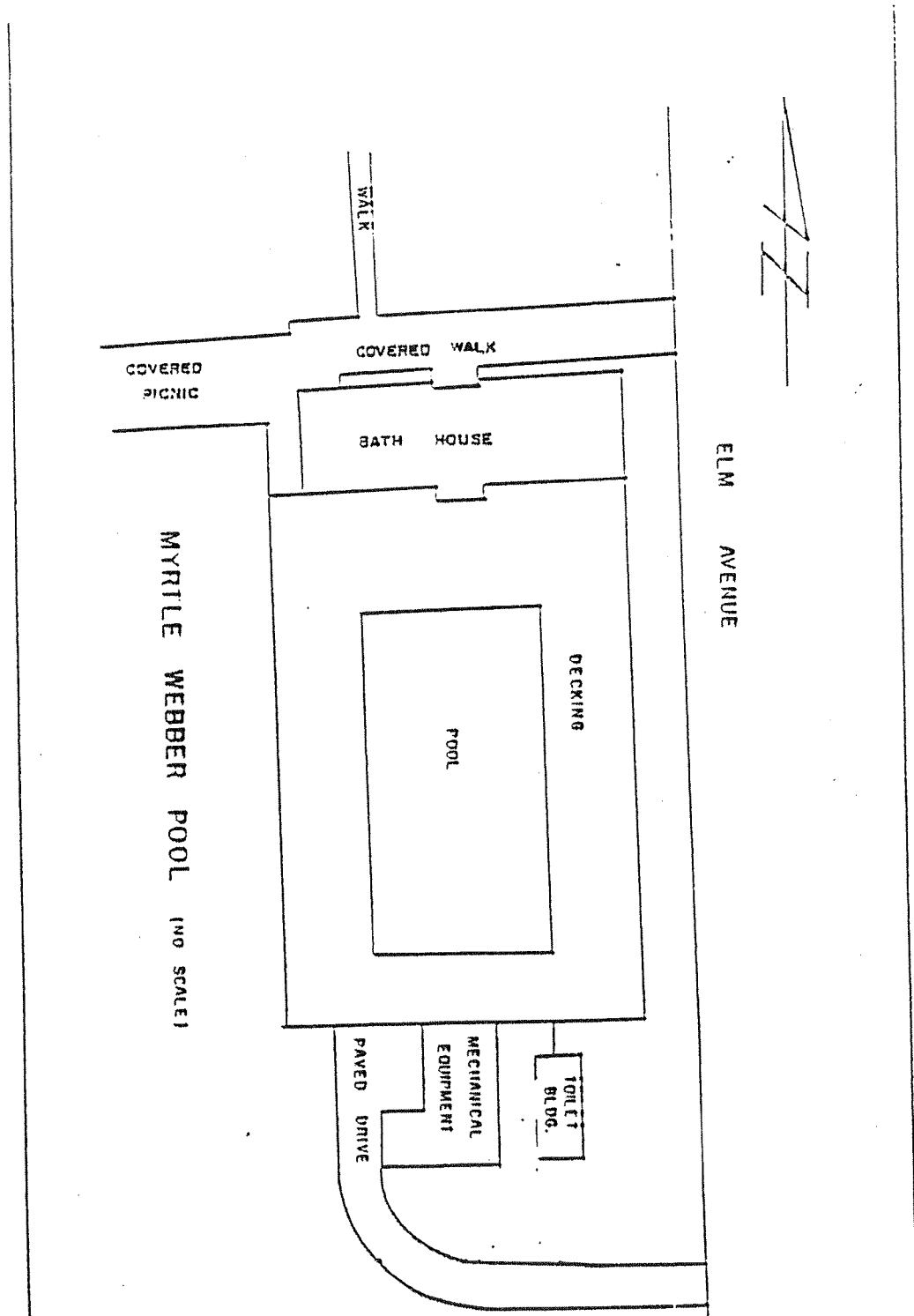


EXHIBIT "B"
LEGAL DESCRIPTIONS

1. DEPUTY PIERRE W. BAIN PARK - EASTSIDE SWIMMING POOL

The legal description of the Pierre Bain Park property is as follows:
The East half of the Northeast Quarter of the Northwest Quarter of Section 14, Township 7 North, Range 12 West, San Bernardino Meridian, in the County of Los Angeles, State of California; EXCEPT THEREFROM, the Westerly 380 feet of the Southerly 441 feet thereof; ALSO DESCRIBED AS Parcels No. 2 and 3 of Tentative Parcel Map No. 13486, Los Angeles County, California.

The Eastside Swimming Pool facility is located on Deputy Pierre W. Bain Park. Eastside Pool is part of the fifteen (15) acre general development of Eastside Park which also includes a lighted softball diamond, 2 lighted outdoor basketball courts, 2 lighted outdoor volleyball courts, a children's play area, rest rooms and a small park office. Pierre W. Bain Park is on 5th Street East south of Avenue I and north of Lancaster Boulevard. The Eastside Pool facility is on the southeast corner of the park at 5th Street East and Kettering Street.

Eastside Swimming Pool is an indoor pool, 25 yards x 25 meters with 8 swimming lanes. The pool has rest rooms and shower facilities. Swimming activities and programs are offered on a year around basis.

Eastside Swimming Pool @ Deputy Pierre W. Bain Park
45045 N. 5th Street East
Lancaster, California 93535
(661) 723-6255

2. JANE REYNOLDS PARK - MYRTIE WEBBER SWIMMING POOL

The legal description of the Jane Reynolds Park property is as follows:
Lots 1 to 32 inclusive, Block H, Lancaster Chamber of Commerce Subdivision No. 1, in the City of Lancaster, County of Los Angeles, State of California, as shown on map filed in Book 3, page 40, of Maps, in the office of the Registrar-Recorder of said County, together with the alley, now vacated, within said block.

The Myrtie Webber Pool facility is located on Jane Reynolds Park. Webber Pool is part of the six and seven tenths (6.7) acre general development of Jane Reynolds Park which also includes a multi-purpose activity building, a children's play area, a lighted tennis court, an outdoor basketball court, an outdoor volleyball court, horseshoe courts, a covered group picnic area, a lighted softball diamond, and a field rest room.

Webber Pool is an outdoor pool with a bath house and pool maintenance facility that is normally open from the Memorial Day weekend through the summer until after the Labor Day weekend. The pool is then closed during the fall and winter months.

Myrtie Webber Pool @ Jane Reynolds Park
716 W. Oldfield
Lancaster, California 93534
(661) 723-6288

EXHIBIT "C"
SCHEDULE OF USE OF SWIMMING FACILITIES

Section 1. Generally. Oasis's use of the Swimming Facilities granted pursuant to the Agreement shall be the uses granted Oasis hereunder or under the Agreement. In addition, the Eastside Swimming Facility shall serve as the primary facility to be utilized by Oasis during the months of September through April, inclusive. The Myrtie Webber Swimming Facility shall serve as the primary facility to be utilized by Oasis during the months of May through August, inclusive. Oasis May use the Eastside Swimming Facility if said use is mutually agreed upon.

Section 2. Uses Granted Priority Access to the Swimming Facilities. Notwithstanding anything set forth herein or in the Agreement to the contrary, Oasis's use of the Swimming Facilities shall be subject to the uses set forth in this Section 2, which shall have priority access to the Swimming Facilities (the Priority Uses). City and Oasis acknowledge and agree that the various uses of the Swimming Facilities, including the Priority Uses, may vary from time to time. Therefore, in order to minimize conflicts among the various uses of the Swimming Facilities, the City shall provide information regarding the availability of the Swimming Facilities to Oasis on a regular basis.

2.1 Antelope Valley Union High School District. On Monday through Friday, inclusive, from 6:00 a.m. to 6:00 p.m. throughout the traditional school year, the Antelope Valley Union High School District's (the "District") use of the Eastside Swimming Facility shall have priority over Oasis's use of the Eastside Swimming Facility. City and Oasis acknowledge and agree that the scheduling of the District's use of the Eastside Swimming Facility may vary from time to time, especially during the California Interscholastic Federation swim season which generally runs from mid-February to mid-May of each year.

2.2 Antelope Valley Special Olympics Program. On Monday evenings from 7:00 p.m. to 8:00 p.m. from mid-September until mid-June, the Antelope Valley Special Olympics Program's use of the following portions of the Eastside Swimming Facility shall have priority over Oasis's use of the Eastside Swimming Facility:

(1) The shallow, northern end of the pool, including lanes 0, 1, 2 & 3 from 7:00 - 8:00 p.m. for a walking/swimming area; and

(2) The deep, southern end of the pool, including lane 8, for deep water swimmers from 7:30 – 8:00 p.m.

The middle swimming lanes, including lanes 2 through 7, inclusive, shall be made available at this time for use by Oasis.

2.3 City Programs. The City's use of the Swimming Facilities for City programs, activities and preventative maintenance shall have priority over Oasis's use of the Swimming Facilities. Eastside Pool Facilities shall close for not more than ten (10) working days during the last month of each year for routine or preventative maintenance and repairs unless safety considerations necessitate additional closure. Notwithstanding the foregoing, City shall use its best efforts in scheduling City programs and activities to avoid conflicts with Oasis's

use of the Swimming Facilities as set forth in Sections 3 and 4 hereof. City shall provide Oasis thirty (30) days written notice of any changes to or modifications of City programs and activities.

Section 3. Eastside Pool Use. Oasis may use the Eastside Swimming Facility as follows:

3.1. September - January Use. During the months of September through January, inclusive, Oasis may utilize the Eastside Swimming Facilities to conduct the following swim practices:

3.1.1 Masters Practice. Oasis may utilize the Eastside Swimming Facilities for informal workouts by Masters Program swimmers. Utilization by Masters Swimmers during lap swim session is without priority and must be concurrent with general public lap swim use. Oasis Masters Program may use other lanes to the extent that those lanes are not being used by others. All Masters Program use is contingent upon existing lap swim program operation, scheduling and availability.

3.1.2 Afternoon Practices.

(1) On Mondays, Tuesdays and Thursdays from 4:00 p.m. to 6:00 p.m., Oasis may utilize eight lanes.

(2) Also on Mondays, Tuesdays and Thursdays from 6:45 p.m. to 7:00 p.m. Oasis may utilize six lanes.

(3) On Wednesdays and Fridays from 4:00 p.m. to 7:00 p.m., Oasis may utilize eight lanes.

3.1.3 Saturday Morning Practice. On Saturdays from 7:00 a.m. to 8:30 a.m., Oasis may use eight lanes.

3.2 February through April Use. During the months of February through April, inclusive, Oasis may use the Eastside Swimming Facility to conduct the following swim practices:

3.2.1 Masters Practice. Oasis may utilize the Eastside Swimming Facilities for informal workouts by Masters Program swimmers. Utilization by Masters Program swimmers during lap swim sessions is without priority and must be concurrent with general public lap swim use. Oasis Masters Program may use other lanes to the extent that those lanes are not being used by others. All Masters Program use is contingent upon existing lap swim program operation, scheduling and availability.

3.2.2 Afternoon Practices.

(1) On Mondays, Tuesdays and Thursdays from 6:00 p.m. until 7:00 p.m., Oasis may use six lanes.

(2) On Mondays from 6:00 p.m. until 7:00 p.m., Oasis may use eight lanes.

(3) Also Mondays from 7:00 p.m. until 7:30 p.m., Oasis may use eight lanes.

(4) On Tuesdays and Thursdays from 7:00 p.m. until 8:00 p.m., Oasis may use six lanes, including lanes 3 through 8.

(5) On Wednesdays and Fridays from 6:00 p.m. until 8:00 p.m. Oasis may use eight lanes.

3.2.3 Saturday Morning Practice. On Saturdays from 7:00 a.m. until 8:30 a.m., Oasis may use eight lanes.

Section 4. Webber Pool Use. During the months of **May through August**, inclusive, Oasis may use the Myrtie Webber Swimming Facility to conduct the following swim practices:

4.1 Saturday Morning Practice. On Saturdays from 6:30 a.m. to 8:00 a.m., Oasis may use three lanes. Six lanes may be used if not in use for City programs.

4.2. Afternoon Practice. On Mondays through Fridays, inclusive, from 4:00 p.m. to 8:00 p.m., Oasis may use six lanes.

Section 5. Off Season Use of Webber Pool. From October 1 through the Memorial Day Weekend, Oasis may request that Oasis be permitted to use the Myrtie Webber Swimming Facility to conduct swim practices in addition to or in lieu of those practices set forth in Sections 3 and 4. City shall reasonably approve such requests, provided that Oasis agrees in writing to pay the City (i) a fee based upon the requested monthly use of swimming pool lanes at the rate of One Dollar and Fifty-Five Cents (\$1.55) per lane, per hour, per month and (ii) a fee based upon the start up costs incurred by the City, including, but not limited to, cleaning, vacuuming, sweeping and heating costs, as well as staffing costs incurred by the City. Notwithstanding the foregoing, if Oasis utilizes the Myrtie Webber Swimming Facility in lieu of the Eastside Swimming Facility at the direction or request of City, Oasis shall pay a fee based only upon the use of swimming pool lanes at the rate of One Dollar and Fifty-Five Cents (\$1.55) per lane, per hour, per month.

Section 6. Use of Swimming Facilities for Swim Meets.

6.1 Applications. Oasis may request that Oasis be permitted to use the Swimming Facilities to conduct swim meets. Such requests shall be made by submitting to City Facility Use Application forms which shall be supplied by City (the Applications). Applications shall be submitted at least two (2) months in advance of the proposed swim meet. City shall reasonably approve such requests.

6.2 Fees. Upon City's approval of a proposed swimming meet, City shall forward to Oasis an invoice setting forth (i) a use fee based upon the then current City Fee Resolution and (ii) a fee based upon the costs incurred by the City conducting the proposed swim meet including, but not limited to, City staffing costs and costs incurred in providing City-owned equipment. Oasis shall pay to City the aggregate fee set forth in the invoice within thirty (30) days of Oasis's receipt of such income.

6.3 Vendors and Co-sponsors. Oasis shall provide to City a list of all vendors and co-sponsors who Oasis intends to use in connection with an approved swim meet at least two (2) weeks prior to such swim meet. Oasis's use of concessionaires shall be subject to

the prior written approval of the City, which approval shall be granted or denied in the City's sole discretion.

Section 7. Use of Swimming Facilities for Storage.

7.1 In General. Oasis may use the Swimming Facilities only as permitted in this Section 7. All equipment shall be stored only in those areas designated by the City and shall be stored in compliance with all applicable laws, including, but not limited to, Cal OSHA safety standards. Oasis assumes all risk of loss and damage to any property of Oasis, its agents, contractors, and invitees which is stored in or on the Swimming Facilities caused or contributed to by vandalism, theft, fire, flood, or any event or by any operation of the City.

7.2 Eastside Pool. Storage space at the Eastside Swimming Facility or Oasis shall be limited to the area to be designated by the City in the existing storage area commonly known as the East Storage Room. The East Storage Room currently contains one desk, one vertical file cabinet, two roll-away hanging files, one equipment storage shelf and one deck hose rack. All items in the East Storage Room shall be situated so as to provide adequate access to the pool back flow prevention devices and the City equipment at the rear of the room.

7.3 Webber Pool. Storage space at the Myrtie Webber Swimming Facility for Oasis shall be limited to the area designated by the City in the front ticket room of the pool office area which currently contains two roll-away hanging files and one vertical file cabinet. All items in the front room shall be situated so as to provide adequate access to all other areas of the pool office area.

7.4 Cross Training Equipment. Oasis shall not store any cross training equipment, including, but not limited to, weight lifting equipment, benches and racks, in any of the designated storage areas or on any pool decks of the Swimming Facilities without the prior written consent of the City, which consent shall be granted or denied at the City's sole discretion.

Section 8. Supervision. At all times during Oasis's use of the Swimming Facilities, Oasis shall provide a lifeguard or coach with current American National Red Cross certificates in life guarding or lifeguard training, CPR for the professional rescuer, as required by law and Community First Aid and Safety at all times. Oasis shall provide the City with a copy of these requisite certifications. The Oasis head coach shall be responsible for supervising and monitoring the pool deck, showers and dressing rooms, front lobby, and outside patio area. Such supervision shall include requiring that all persons observe all pool rules, posted and non-posted rules and regulations. Oasis's head coach shall not terminate such supervision unless and until the last member of the Oasis swim team has departed from the Swimming Facility. Pool rules and regulations shall include, but shall not be limited to, the prohibition of food, beverages or glass containers on the pool deck, running on the pool deck, horseplay, and hanging, sitting or lying on lane lines. Notwithstanding the Oasis's head coach's responsibilities, the City Pool Manager or Senior Lifeguard, to the extent he or she is on duty, may enforce pool rules and regulations and supervise the operation of the Swimming Facilities. To this end, Oasis and its employees, its agents, contractors, and invitees shall obey the City Management Staff and lifeguards while staff and lifeguards are on duty.

EXHIBIT "D"
PERMITTED USE OF EQUIPMENT

1.1 City Equipment. City owned swimming training aids such as kick boards, pull buoys, and swimming lane lines shall be available for use by Oasis. Oasis shall be responsible for the cost of repairing any damage caused to equipment beyond normal wear and tear. Oasis shall be responsible for the cost of replacing any lost or stolen equipment used by Oasis provided that it is determined that the equipment was lost or stolen during Oasis's use of the equipment.

1.2 Oasis Equipment. Oasis agrees that supplies purchased and used by the Oasis Aquatics swim team for swim meets shall be made available to City aquatic staff for use during City swim meets; e.g., equipment such as pace clocks, etc. The City shall only use Oasis equipment during swim meets and be responsible for the repair or replacement of any equipment damaged or broken except for normal wear and tear.

1.3 Equipment Set Up and Take Down. Oasis shall be responsible for the set up and take down of equipment, including but not limited to any flags and additional swimming lane lines. Three (3) swimming lanes with swimming lane lines are to remain in the middle of the pool. When lane lines are used for the twenty five (25) meter distance, they require the use of protective equipment (blue plastic squares) to prevent damage by the metal extension rods to the pool tile. At the conclusion of practice, the swimming lanes are to be put back to the 25 yard distance.

1.4 Lost or Stolen Oasis Equipment. The City shall not be held responsible for any lost or stolen equipment belonging to Oasis.

Section 2. Swim Meet Equipment.

2.1 Starting Blocks, Lane Lines and Timing Devices. In addition to the pool starting blocks and swimming pool lane lines, the City stop watches and timing results board and the Colorado System 5 timing computer are available for use during Oasis swim meets. The Colorado System 5 Timing Computer purchased in 1995 is jointly owned by Oasis Aquatics and the City. Only qualified operators will be permitted to operate the timing computer. The City shall provide a qualified operator if the Oasis operator is not available and Oasis shall pay the operator directly at a rate of \$15.00 per hour. Oasis shall designate five (5) operators who also shall be trained to operate the timing equipment.

2.2 Other City Equipment. Other City equipment which may be available for use by Oasis for swim meets include: portable spectator bleachers, traffic delineators, tables and chairs and a PA system. Requests for use of special equipment such as a PA system, additional spectator bleachers, etc. should be included on the Facility Use application form. The type and amount of additional equipment being requested should be on the application.

2.3 Swim Meet Set Up and Take Down. Oasis is also responsible for the facility set-up and take-down of equipment used for swim meets.

EXHIBIT "E"
FEE SCHEDULE

Section 1. Generally. Oasis shall pay to the City a monthly fee of Seven Hundred Four Dollars (\$704) (the Monthly Practice Fee). The Monthly Practice Fee shall be based upon the monthly average of Oasis's regularly scheduled swim practices as more fully set forth in Section 2 hereof. In addition, Oasis shall pay to City fees for the off-season use of the Myrtie Webber Swimming Facility as more fully set forth in Section 3 hereof (the Off-Season Practice Fees). Finally, Oasis shall pay to City fees for swimming meets conducted by Oasis as more fully set forth in Section 4 hereof (the Swimming Meet Fees).

Section 2. Monthly Practice Fee. Each month, Oasis shall pay to City the Monthly Practice Fee of \$704. The Monthly Practice Fee shall be based upon the average of the fees which Oasis would be charged per month at the rate of One Dollar and Fifty-Five Cents (\$1.55) per swimming pool lane per hour which Oasis is permitted to use on a monthly basis as set forth in the Schedule of Use of Swimming Facilities as follows:

2.1 September-January Use of Eastside Swimming Facility. Each month from September through January, inclusive, Oasis shall pay a Monthly Practice Fee of Seven Hundred Eleven Dollars (\$782).

2.2 February-April Use of the Eastside Swimming Facility. Each month from February through April, inclusive, Oasis shall pay a Monthly Practice Fee of Four Hundred Forty Dollars (\$484).

2.3 May-August Use of the Myrtie Webber Swimming Facility. Each month from May through August, inclusive, Oasis shall pay Monthly Practice Fee of Seven Hundred Two Dollars (\$772).

Section 3. Off-Season Practice Fees. In the event that Oasis is permitted to use the Myrtie Webber Swimming Facility to conduct swim practices at any time between October 1 and the Memorial Day Weekend, Oasis shall pay to the City (i) a fee based upon the anticipated monthly use of swimming pool lanes for regularly scheduled swimming practices at the rate of One Dollar and Fifty-Five Cents (\$1.55) per lane, per hour, per month and (ii) a fee based upon the start-up costs incurred by the City in preparing the Myrtie Webber Swimming Facility for such use, including, but not limited to, cleaning, vacuuming, sweeping, and heating costs, as well as staffing costs incurred by the City.

Section 4. Swimming Meet Fees. In the event that Oasis is permitted to conduct a swimming meet, Oasis shall pay to City (i) a use fee based upon the then-current City Fee Resolution for the use of the Swimming Facility, and (ii) a fee based upon the costs incurred by the City in conducting the proposed swim meet including, but not limited to, City staffing costs and costs incurred in providing City-owned equipment.

Section 5. Time for Payment. Oasis shall pay each Monthly Practice Fee and any monthly Off-Season Practice Fees no later than the fifteenth (15th) day of the month for which the fee is to be incurred. Oasis shall pay any Swimming Meet Fees no later than thirty (30) days after the date of the respective swim meet for which the fee is to be incurred.