

Facility Use Agreement

This agreement is made this _____ day of _____, 2014, by and between the City of Medford, a municipal corporation of the State of Oregon, hereinafter known as "CITY" and Synergo LLC, hereinafter known as "SYNERGO".

The agreement outlines the cooperation between SYNERGO and CITY regarding operations of the Prescott Park Adventure Course (PPAC).

I. TERM AND TERMINATION

- (a) This agreement will run from October 15, 2014 through Dec. 31, 2016. The agreement may be terminated or reviewed by the CITY without notice, but SYNERGO will be given a thirty (30) day written notice prior to changes being made.

II. INTERESTS OF PARTIES

- (a) SYNERGO will have exclusive rights to use the Prescott Park Adventure Course for group facilitations.
- (b) This agreement shall not be construed to create any leasehold interest in or by any entity. The PPAC shall be, and at all times remain, a public recreation facility for the CITY of Medford; and any benefits to SYNERGO shall be incidental to this primary purpose.
- (c) The PPAC shall be, and at all times remain, a public recreation facility of the City of Medford. The PPAC shall be available for SYNERGO use when not scheduled with events coordinated by CITY. As such, the CITY shall perform routine maintenance according to the usual standards of public recreation facilities of this nature.
- (d) SYNERGO is responsible for meeting CITY insurance requirements as determined by the Risk Manager:

Commercial general liability insurance on an "occurrence" policy form covering Bodily Injury and Property Damage and blanket contractual liability. Such insurance shall be primary and non-contributory, and provide limits of at least \$1,000,000 per occurrence and a General Aggregate of at least \$2,000,000. Each Party shall name the other Party, its officers, employees and agents as Additional Insured's by endorsement.

III. Indemnity and Compliance with Laws and Regulations

- (a) SYNERGO agrees that it will be solely responsible for any damage to CITY property as well as any damages arising out of death or bodily injury to persons or any other liability or damages resulting from or in connection with SYNERGO's operation, and that it will hold CITY harmless from any claim, liability, damages or obligation arising therefrom and indemnify CITY for the amount of any obligation it may incur on account thereof or arising therefrom. Provided, however, that SYNERGO shall not be required to indemnify CITY against liability for damage arising out of death or bodily injury to persons or damage to property caused solely by the negligence of CITY.
- (b) SYNERGO shall at all times observe and comply with all federal and state laws and local ordinances and regulations, and shall indemnify and save harmless CITY and all its officers, agents and servants against any claim or liability arising or based on the violation of any such law, ordinance, regulation, order or decrees.

IV. Facility Usage and Responsibilities

- (a) SYNERGO is responsible for operating according to the Policies and Procedures Manual for PPAC (Exhibit A).
- (b) SYNERGO will provide at least one Challenge Course Practitioner Level 2 Certification staff member to be present during all facilitations at PPAC.
- (c) SYNERGO is responsible for repairing/replacing any damaged property according to the usual ACCT standards of public recreation facilities of this nature. The CITY will be financially responsible for all repairs made to the course other than those caused directly by the use of the course by SYNERGO. Pricing will be at 10 percent off of standard Synergo pricing.
- (d) SYNERGO may use CITY equipment ("soft goods") associated with the PPAC elements while performing duties associated with facility use, including harnesses, ropes, helmets, belay devices, etc.
- (e) SYNERGO is responsible for repairing/replacing PPAC equipment damaged during SYNERGO use. SYNERGO is responsible for properly storing PPAC equipment in designated CITY storage areas.
- (f) Any new equipment necessary for PPAC operations is the property and responsibility of the CITY. Equipment acquisition must be pre-approved by CITY recreation management.

- (g) SYNERGO will provide CITY recreation management with advance notice of all proposed facility use.
- (h) SYNERGO will not allow any other organization to use or rent PPAC without written consent of CITY recreation management.
- (i) All facility improvement and equipment replacement requests must be submitted by SYNERGO to the CITY for written approval prior to submission to any work being done.

IN WITNESS WHEREOF, the CITY and SYNERGO have caused this agreement to be executed for and on their behalf by their duly authorized officer(s) on the day and year first above written.

CITY OF MEDFORD, OREGON

SYNERGO LLC

By: _____

By: _____

Title _____

Title _____