

**Management Agreement  
Columbus Recreation and Parks Department  
And  
Champions Tennis Club**

This agreement between Community Recreation Council, located Columbus Recreation Council CRC, P O Box 163581, Columbus, Ohio 43216-3581, (referred to as Champions Tennis Club), hereinafter referred to as "Champions Tennis Club" Columbus, Ohio and the Columbus Recreation and Parks Department, 1111 E. Broad Street, Columbus, Ohio 43215 hereinafter referred to as CRPD entered and into this \_\_\_day of \_\_\_\_\_, 2010.

This agreement will establish Management Responsibilities for the Champions Clay Court Tennis Facility, 3900 Westerville Road, Columbus, Ohio 43224 for the period of March 29, 2010 through December 31, 2011.

**WHEREAS**, CRPD has operated Champions Tennis Facility since the late 1980's; and

**WHEREAS**, Champions Tennis Facility is a viable part of the tennis community providing recreational tennis opportunities for area residents of all ages; and

**WHEREAS**, due to budgetary constraints, CRPD is no longer able to continue operations at the facility; and

**WHEREAS**, Champions Tennis Club has expressed an interest in providing recreational tennis programs for the community at Champions Tennis Facility; and

**WHEREAS**, it is in the best interest of CRPD to enter into an agreement with Champions Tennis Club for the operation of Champions Tennis Facility:

**NOW, THEREFORE**, for good and valuable consideration including the mutual covenants and benefits as stated herein, the parties agree as follows.

**TERM**

This agreement shall be valid from March 29, 2010 through December 31, 2011, unless otherwise terminated sooner as provided for herein.

**GENERAL PROVISIONS**

- 1) Champions Tennis Club must maintain a current Management Agreement with CRPD and adequate property and liability insurance to cover any damage it

causes or any liability it may sustain as a result of its activities at Champions Tennis Facility. The insurance shall maintain the following minimum coverage:

- Property Damage Liability – Each Person \$1,000,000
- Bodily Injury Insurance – Each Person \$1,000,000
- Each Accident \$2,000,000

Certificates showing Champions Tennis Club is carrying the above described insurance in at least the above specified amounts shall be furnished to the city and attached to this Agreement. The City of Columbus shall be named an additional insured. The policy shall require written notice be given to the City at least thirty (30) days in advance of any changes or cancellations to the policy.

2) Champions Tennis Club agrees to indemnify, hold harmless and defend the City of Columbus, and all of the officers, agents, and employees of said City, from and against all liability, judgments or claims for bodily injuries to or death of, persons or damage to property caused by, or purportedly caused by Champions Tennis club, their agents or employees while performing the management of the Champions Tennis Facility, including but not limited to operation of tennis programs, as well as any claim based upon the condition of the equipment and supplies provided to Champions Tennis Club by the City. Each party hereto shall give to the other prompt and timely written notice of any claim made or suit instituted coming to its knowledge which may in any way directly or indirectly, contingently or otherwise, affect either, and both shall have the right to participate in the defense of same to the extent of its own interest.

3) Champions Tennis Club shall be and shall remain an independent contractor with respect to all services performed hereunder and it agrees to and does hereby accept full and exclusive liability of any and all contributions or taxes for Social Security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remunerations paid to Champions Tennis Club or persons employed by the Champions Tennis Club for work performed under the terms of this Management Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now, or hereafter may be, issued or promulgated under said respective laws.

4) Champions Tennis Club understands and agrees that this Management Agreement does not establish an employer/employee relationship between it and the City, nor will this Agreement now or in the future entitle Champions Tennis Club or its employees to claim an employer/employee relationship with the City for any purpose whatsoever.

5) Provide to CRPD the name of the Champions Tennis Club's point(s) of authority with full contact information.

6) Provide CRPD with documentation of current non-profit status.

- 7) Submit to CRPD every 6 months a written report on all Champions Tennis Facility operations, building and grounds maintenance.
- 8) Manage daily operations, record keeping and programs.
- 9) Provide programs that are accessible and address the needs of the community.
- 10) Provide hours of operation to CRPD for review and approval. Fees and charges to be submitted to CRPD for approval
- 11) Contract with person(s) for operational support as needed. Purchase all supplies and materials necessary for daily operations. Maintain the facility in a clean and safe manner. In a timely manner, make CRPD aware of any major building maintenance issues.
- 12) In a timely manner, file a police report and make CRPD aware of any criminal activity, vandalism or destruction to the building.
- 13) Champions Tennis Club shall be responsible for any utilities, except electric, gas, sewer and water, and one telephone line. Champions Tennis Club shall be responsible for any internet services.
- 14) Any modifications or changes to the building structure or its contents to be approved by CRPD.
- 15) Work with CRPD staff to coordinate court time for Central Ohio Tennis Tournament
- 16) Maintain sprinkler heads to clay courts and replace if necessary
- 17) Maintain clay courts to department and industry standards
- 18) Provide affordable tennis for all ages
- 19) Provide routine maintenance to roller
- 20) Champions Tennis Club and the City shall both have the unconditional right, without justification, to terminate this Agreement with ninety (90) days written notice.
- 21) This Agreement shall not be transferable or assignable.
- 22) This Agreement shall not in any manner limit or otherwise effect CRPD's rights associated with its ownership of the Center nor shall anything herein be construed to create a real property interest by SI in the Center.

23) All notices issued or required under this Agreement must be in writing and shall be deemed validly given if sent by overnight delivery or regular certified mail, return receipt requested. Notice shall be addressed as follows:

City of Columbus

Director  
Recreation & Parks Department  
1111 East Broad Street  
Columbus, Ohio 43205

with a copy to:  
Chief Real Estate Attorney  
Real Estate Division  
Department of Law  
109 North Front Street  
Columbus, Ohio 43215

Community Recreation Council

Columbus Recreation Council CRC  
P O Box 163581  
Columbus, Ohio 43216-3581

24) If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

25) This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and SI arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

26) This Agreement contains the entire agreement between the parties with respect to its subject matter, and any executory agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought

**APPROVED:**

Community Recreation Council, an Ohio non-profit corporation, by its duly authorized officer, has hereunto caused this Agreement to be subscribed this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

COMMUNITY RECREATION COUNCIL  
an Ohio non-profit corporation

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF OHIO  
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED that on this \_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2009 the foregoing Agreement was acknowledged before me by \_\_\_\_\_  
\_\_\_\_\_, on behalf of Ohio Presbyterian Retirement Services, an Ohio non-profit  
corporation.

(seal)

\_\_\_\_\_  
Notary Public

**APPROVED:**

The City of Columbus, Ohio, by Alan D. McKnight, Director, Department of Recreation & Parks, as authorized by Columbus City Council Ordinance No. \_\_\_\_\_, passed this \_\_\_ day of \_\_\_\_\_ 2010, has hereunto caused this Agreement to be subscribed this \_\_\_ day of \_\_\_\_\_ 2010.

**CITY OF COLUMBUS, OHIO**  
a municipal corporation,

\_\_\_\_\_  
Alan D. McKnight, Director  
Department of Recreation & Parks

STATE OF OHIO  
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED that on this \_\_\_ day of \_\_\_\_\_, 2010  
the foregoing Agreement was acknowledged before me by Alan D. McKnight, Director,  
Department of Recreation & Parks, on behalf of the City of Columbus, Ohio, a municipal  
corporation.

(seal)

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Notary Public

**This document approved as to form:  
CITY OF COLUMBUS, DEPARTMENT OF LAW  
By: David E. Peterson (3 17 17-10)  
Real Estate Attorney  
Real Estate Division  
For: Department of Recreation & Parks  
Re: Tina Mohn**