

**AGREEMENT FOR INSTALLATION AND SHARED USE  
OF THE DAVE ANDREWS MEMORIAL PUMPTRACK**

This **Agreement for Installation and Shared Use of the Dave Andrews Memorial Pumptrack** (Agreement) is made and executed as of the Effective Date (hereinafter defined) by and between the **City of Columbus** (City), an Ohio municipal corporation acting through its Recreation and Parks Department, the **Worthington City School District Board of Education** (WCSD), an Ohio city school district and political subdivision of the State of Ohio, and **TrailGators Booster Association** (TrailGators), a 501(c)(3) organization, to define the responsibilities of each of the parties for the Dave Andrews Memorial Pumptrack. City, WCSD, and TrailGators are collectively referred to as the Parties in this Agreement or may be referred to individually as a Party.

**Background**

1. City owns and manages real property known as Hard Road Park located at 1190 Hard Road, Columbus, Ohio 43235 (Franklin County Tax Parcel No. 610-2636440) (referred to as the City Property or Hard Road Park).
2. WCSD is the owner of the adjacent real property at 1490 Hard Road, Columbus, Ohio 43235, on which is located the Granby Elementary School building and related improvements, including parking areas (Franklin County Tax Parcel Nos. 610-146472, 610,119941, 610-146469, and 610-11892) (referred to as the WCSD Property).
3. TrailGators is a community volunteer group organized to enhance student health and wellness education and to add safe attractive public recreation spaces for healthy exercise and play; TrailGators constructed and maintains the existing Gators Bike Park on WCSD Property for public use and proposes to raise funds for installation of a pumptrack, which consists of a single biking pumptrack structure manufactured by Bikeparkitect Modular Pumptrack, to be placed on a portion of Hard Road Park (as shown on Exhibit A), to be known as the Dave Andrews Memorial Pumptrack (Pumptrack). TrailGators will donate the Pumptrack to the City upon completion.
4. WCSD proposes to permit the use of the WCSD property for access to the Pumptrack in Hard Road Park and to allow parking for community use of the Pumptrack in the WCSD parking lots located on WCSD property so long as it does not interfere with the daily operations of WCSD.
5. City will partner with TrailGators for the planning and installation of the Pumptrack on that portion of City Property shown on Exhibit A, and will acknowledge the use as part of the Hard Road Park community park.
6. City and TrailGators agree that the Pumptrack will be available to the public for recreational, educational and competitive bike purposes.
7. The Parties wish to define their individual responsibilities related to the Pumptrack and its operation and maintenance in this Agreement.

## Agreement

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Background. The foregoing background information is true and correct and is incorporated into this Agreement by this reference.
2. Definitions. The following additional definitions are used in this Agreement:
  - a. Bikeparkitect. The manufacturer of the Pumptrack, which will provide recommended installation, disassembly, maintenance, and inspection guidelines as described in Exhibit B, which is attached to and incorporated into this Agreement by reference.
  - b. Premises. The portion of the City Property on which the Pumptrack will be located.
3. Pumptrack. TrailGators will install the Pumptrack on the Premises using funds raised by TrailGators.
4. Property. The City Property and the WCSD Property are delineated on the attached Exhibit A, which includes 2 pages; page 1 shows the location of the Gators Bike Park and the planned location for the Pumptrack; page 2 shows the location of the Granby Elementary School buildings and parking areas on the WCSD property
5. Term. The initial term for this Agreement shall be five (5) years (Term), commencing on the date the funds are raised by TrailGators (Commencement Date) and ending on the last day of the month that is five (5) years after the Commencement Date or sooner as provided in this Agreement. The Parties may renew the Term of this Agreement for two successive 5-year periods upon the prior written consent of the Parties and upon such terms and conditions as the Parties agree. The Parties reserve the right to terminate this agreement at any time with 120 days written notice by any of them.
6. City Responsibilities.
  - a. City will prepare the Premises for installation in conformance with the specifications prepared by Bikeparkitect. Refer to Exhibit B.
  - b. City will coordinate with WCSD and TrailGators to prepare and post a schedule for times when Pumptrack is available for use by the general public.
  - c. City will post its rules and regulations at the Premises for use of the Pumptrack.
  - d. The Pumptrack will be the sole and exclusive property of City after installation at the Premises, and City agrees to make it available to the general public when it is not scheduled for use by WCSD or TrailGators, so long as such use does not interfere with the daily operations of WCSD.

7. WCSD Responsibilities.

- a. WCSD agrees to mow the area around the Premises and to maintain an open access to the Pumptrack from the parking areas on WCSD Property.
- b. WCSD will coordinate with the City and TrailGators to schedule activities at the Pumptrack, with the understanding that activities cannot interfere with daily operations of WCSD.
- c. WCSD will maintain the access road and parking areas at its sole cost and expense.

8. TrailGators Responsibilities.

- a. TrailGators will install, maintain and inspect the Pumptrack as recommended by Bikeparkitect at its sole cost and expense and will provide regular reports to City of the results of each inspection during the Term of this Agreement.
- b. TrailGators will coordinate with the City and WCSD to schedule activities at the Pumptrack, with the understanding that activities cannot interfere with daily operations of WCSD.

9. Default. The occurrence of the following event shall be a default and breach of this Agreement by City, WCSD or TrailGators: Failure to perform or observe any term, condition, covenant, or obligation required to be performed or observed by it under this Agreement.

Upon the occurrence of an event of default, each Party shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon the breaching party:

- a. If City is the breaching party, the responsibilities of WCSD and TrailGators will terminate.
- b. Any non-breaching party may terminate this Agreement, as provided herein. If this Agreement is terminated, City as owner of the Pumptrack, will be solely responsible for maintenance and inspections of the Pumptrack.

10. Assignment and Subletting. None of the Parties will assign, transfer, mortgage or otherwise encumber this Agreement, or sublet or rent (or permit occupancy or use of) the Premises and the Pumptrack, or any part thereof, without obtaining the prior written consent of the other Parties, which consent shall be at the sole and absolute discretion of the other Parties.

11. Signage. City will coordinate with WCSD and TrailGators regarding the form and placement of any signage on WCSD Property or City Property.

12. Access. Each of the Parties has the right to enter the Premises at all times for the purposes of inspection, preventing waste, loss or destruction, enforcing any of their individual rights under this Agreement or any such repairs and alterations as may be required to maintain the Pumptrack and Premises.

13. Notices. All notices, demands or other writings required by this Agreement to be given or made, or which may be giving or made by either party hereto to the other, shall be deemed to be fully given or made when said notices are set forth in writing and delivered to, or deposited in the United States mail, registered or certified and postage prepaid, to the address of each party as set forth below (or to any other address designated by the receiving party).

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

Worthington City School District  
Attention: Jeff Eble, Business Manager  
200 East Wilson Bridge Road  
Worthington, Ohio 43085

Attn: Tina Mohn

TrailGators Booster Association  
c/o Granby Elementary School  
Attention: , Matthew Schrader, Secretary  
1490 Hard Road  
Worthington, Ohio 43235

14. Governing Law and Venue. This Agreement will be construed in accordance with the laws of the State of Ohio. Any actions arising in connection with this Agreement shall be held in the Common Pleas Court located in Franklin County, Ohio. Each Party waives its right to remove any action related to this Agreement to a federal court.
15. Complete Agreement; Amendment. This Agreement, including all Exhibits, constitutes the entire agreement between the Parties hereto; it supersedes all previous understandings and agreements between the Parties, if any, and no oral or implied representation or understandings shall vary its terms; and it may not be amended except by a written instrument executed by all of the Parties hereto.
16. Counterparts and Delivery. This Agreement may be executed in any number of counterparts and by different parties to this Amendment on separate counterparts, each of which, when so executed, will be deemed an original, but all such counterparts will constitute one and the same agreement. Any signature delivered by a Party by facsimile or PDF transmission will be deemed to be an original signature.
17. Time. Time is of the essence in the performance of the terms of this Agreement.
18. Effective Date. As used herein, Effective Date means the date on which this Agreement is fully executed by the last Party. Notwithstanding the foregoing, each Party acknowledges and agrees that City's and WCSD's obligations under this Agreement are contingent upon approval of this Agreement by their respective governing boards (Board Approval). If either City or WCSD does not provide notice of Board Approval within sixty (60) days following execution and delivery of this Agreement by the parties, this Agreement will automatically terminate, and each of the Parties will be released of all further obligations and liabilities under this Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement as of the later of the dates set forth below.

**City of Columbus,**  
an Ohio municipal corporation acting through  
its Recreation and Parks Department

**Worthington City School District Board of  
Education,** an Ohio city school district and  
political subdivision

By: \_\_\_\_\_  
Tony Collins, Director  
Columbus Recreation & Parks  
Department

By: \_\_\_\_\_  
Julie Keegan, President  
Board of Education

Date: \_\_\_\_\_, 2018

Date: \_\_\_\_\_, 2018

**TrailGators Booster Association,**  
an Ohio corporation for non-profit

By: \_\_\_\_\_  
, Matthew Shrader, Secretary

By: \_\_\_\_\_  
Jeffrey S. McCuen, CPA  
Chief Financial Officer

Date: \_\_\_\_\_, 2018

Date: \_\_\_\_\_, 2018

STATE OF OHIO, County of Franklin, ss:

The foregoing instrument was acknowledged before me, a Notary Public in and for said County and State, this \_\_\_\_ day of \_\_\_\_\_, 2018, by Tony Collins, Director of the Columbus Recreation & Parks Department on behalf of the City of Columbus.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF OHIO, County of Franklin, ss:

The foregoing instrument was acknowledged before me, a Notary Public in and for said County and State, this \_\_\_\_ day of \_\_\_\_\_, 2018, by Julie Keegan, President of the Worthington City School District Board of Education, on behalf of the Worthington City School District Board of Education.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF OHIO, County of Franklin, ss:

The foregoing instrument was acknowledged before me, a Notary Public in and for said County and State, this \_\_\_\_ day of \_\_\_\_\_, 2018, by Jeffrey S. McCuen, CPA, Chief Financial Officer for the Worthington City School District, on behalf of the Worthington City School District Board of Education.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF OHIO, County of Franklin, ss:

The foregoing instrument was acknowledged before me, a Notary Public in and for said County and State, this \_\_\_\_ day of \_\_\_\_\_, 2018, by Matthew Schrader, Secretary of the TrailGators Booster Association, on behalf of the TrailGators Booster Association.

\_\_\_\_\_  
Notary Public  
My Commission Expire