**Exhibit 1**

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Organization | Virginia Swimming, INC | Date(s) of Event | March 1-4, 2018 |
| Contact Person |  | Position |  |
| Email Address |  |  |  |
| Telephone Number |  |  |  |
| Type of Event | USA Swimming meet - SC SENIOR CHAMPS  |  |  |
| Number of Guests | ~550 athletes + parents and guests |  |  |

SwimRVA space and facilities to be used by Licensee outlined below to include: Competition Pool, Instructional Pool, locker rooms, community room, and workout room.

|  |
| --- |
| **Event Schedule** |
| Thursday Session 3/1/18 | 12:30 PM - 4:30 PM (4 Hours) |  |
| Friday Session 3/2/18 | 6:30 AM to 1:00 PM and 4:00-8:00 PM(10.5 Hours) | Competition & Instructional Pools |
| Saturday Sessions – 3/3/18 | 6:30 AM to 1:00 PM and 4:00-8:00 PM(10.5 Hours) | Competition & Instructional Pools |
| Sunday Sessions – 3/4/18 | 6:30 am to 6:30pm (12.0 hours) | Competition & Instructional Pools |

|  |  |  |
| --- | --- | --- |
| **Total Site Fee (excluding Athlete Surcharge)** | **=** | **$ 20,900.00** |
| Competition Pool Use | 37 hours @ $450/hour  | = | $16,650.00 |
| Instructional Pool Use | 37 hours @ $150/hour  | = | $5,550.00 |
| Timing System Setup Fee | $200 one-time fee per course  | = | $ 400.00 |
| Timing System Maintenance Fee | $200 one-time fee per course \*no maint. 2nd Course | = | $ 200.00 |
| Concessions Equipment rental, set-up and maintenance fee | = | $ 0.00 |
|  Athlete Surcharge | (550 athletes) | = | $ 1,100.00 |
| Dry Deck Operations | $500/day per course ($250 per course for ½ day)  | = | $2,000.00 |
| SPORTS TOURISM INCENTIVE | = | -$5,000.00 |
| Non-refundable deposit | Due 11/10/17 (10% of Total Site Fee) | = | $ 2,090.00 |
| Remainder License Fee |Due 3/5/18 | = | $ 18,810.00 |
| \*\*SwimRVA will be the concessions operator for the contest. |
| Dry Deck Breakdown:Thursday = 2 x $250Friday = 1 x $500Saturday = 1 x $500Sunday = 1 x $500 |

**LICENSEE OF SwimRVA FACILITY CANNOT BE CONFIRMED UNTIL DEPOSIT IS PAID IN FULL.**

All reservations and this License Agreement are subject to the rules, regulations and policies as may be in effect from time to time for special events at SwimRVA hereafter under the terms and conditions included as part of the License Agreement (the “Terms and Conditions”).

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have read and understood the rules, regulations and policies described in the Terms and Conditions herein. This License Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia without reference to its choice of law rules, and the parties submit to jurisdiction and venue in the courts of the Commonwealth of Virginia. The signatories to this License Agreement represent and warrant that they have authority to sign on behalf of their respective parties.

|  |
| --- |
|  |
| *SwimRVA Signature* | *Printed* | *Date* |
|  |
| *Licensee Signature* | *Printed* | *Date* |

**TERMS AND CONDITIONS**

**1. USE OF FACILITY**

The Greater Richmond Aquatics Partnership (“SwimRVA”) agrees that the Licensee and its guests shall have use of the SwimRVA Facility as further described in the License Agreement on the date and the times specified above for the event as described herein (the “Event”).

**A. Reservation Deposit**

Upon signing this License Agreement, Licensee shall pay a non-refundable Reservation Deposit in the amount of 10% of license fee less athlete surcharge ($ 2,090.00) which shall be applied towards the final bill. The reservation cannot be confirmed until the Licensee has paid in full the Reservation Deposit.

**B. Custodial Fees**

The Client and its vendors are responsible for returning the SwimRVA Facility to its original condition at the conclusion of the Event. The Licensee agrees to pay an additional custodial fee of $ 0.00 per additional hour after the Event if further clean-up is required by SwimRVA.

**C. Event Duration**

The Event must conclude by the end time specified above, inclusive of clean-up time. SwimRVA in its sole and absolute discretion, may permit the Licensee to extend the duration of the Event, in which case SwimRVA will charge the Licensee an additional fee for each hour, or portion thereof, at a rate of

$ 000.00 /hour ($000) per additional hour for the Site. If the Licensee or its guests, invitees, employees, independent contractors, or other persons directly or indirectly permitted on the Site by Licensee (collectively, “Guests”) are not off of the Site premises by the conclusion of the Event, or if the Event extends beyond the end time previously agreed between the parties, without written permission of SwimRVA, then SwimRVA may, in its sole and absolute discretion, charge Licensee the foregoing hourly rate for any such extended time period until the Event concludes and the Licensee and its Guests fully vacate the Site.

**2. ENTIRE SITE FEE**

The Entire Site Fee, less the Reservation Deposit and athlete surcharge, is due March 5, 2018. Athlete surcharge due upon final invoicing after the event.

**3. CANCELATION BY LICENSEE**

Except in the case of a Force Majeure event, as described below in paragraph 5 below, if the Licensee cancels the Event more than thirty (30) days prior to the scheduled date, SwimRVA will return all funds received from the Licensee except for the Reservation Deposit, which is non-refundable.

**5. FORCE MAJEURE**

In the event that SwimRVA cannot provide the Site on the date and times designated or is otherwise prevented from performing under this License Agreement for any reason beyond its control including, but not limited to, labor disputes, strikes, picketing, accidents, natural disasters, power failure, Acts of God, actions, restrictions or decrees of governmental or quasi-governmental (state, federal, or local) bodies (collectively, a “Force Majeure Event”), SwimRVA may cancel this License Agreement by written notice to the Licensee. In connection with any such cancellation, the Licensee shall receive a full refund of all deposits, including the initial deposit and other amounts paid to SwimRVA in connection with the Event. SwimRVA shall not be liable for direct, indirect, consequential, reliance, special, incidental, punitive or other damages or costs of any kind by reason of such cancellation, whether in contract, tort, strict liability or otherwise. The parties agree that in no event shall any liability of SwimRVA be in excess of the total amount of such deposits.

In the event that the Licensee is prevented from using the Site for its Event on the date designated due to a Force Majeure Event impacting Licensee, the Licensee may cancel this License Agreement by written notice to SwimRVA. Such notice shall be by facsimile and U.S. mail according to the contact information indicated above. In such event, the Licensee shall not be liable for direct, indirect, consequential or other damages or costs by reason of such cancellations. In the event of cancellations made in satisfaction of the terms of this Section, the Licensee shall receive a full refund of all funds paid to SwimRVA, except for the Reservation Deposit, which is non-refundable.

**6. SITE DAMAGE; COMPLIANCE WITH LAWS**

The Licensee shall be responsible for any damage to the SwimRVA Facility (including without limitation, the Site) or to any property of SwimRVA, which is occasioned by any acts, whether intentional, reckless, negligent or otherwise, of the Licensee or its Guests. Licensee further agrees to comply with all applicable laws, rules, regulations or ordinances in connection with its use of the Site.

**7. PROPERTY LOSS OR DAMAGE;**

SwimRVA shall not be responsible for, or liable for, loss or damage to any property left at the SwimRVA Facility prior to, during or following the Event.

**8. DISCLAIMER OF WARRANTIES; LIMITATION ON LIABILITY**

The Site is provided “as is” and with all faults, and SwimRVA does not make, and specifically disclaims, any and all representations or warranties of any kind, express or implied, regarding the Site. Except as otherwise expressly set forth in this License Agreement, in no event shall SwimRVA or its members, owners, directors, officers, employees, agents, representatives, contractors or vendors be liable for any indirect, consequential, reliance, special, incidental, or punitive damages, whether in contract, tort, strict liability or otherwise, in connection with this License Agreement, the Site or any course of conduct, and even if they have been advised of the possibility of such damages or if such damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any remedy. The parties agree that in no event shall any liability of SwimRVA be in excess of the total amounts paid to SwimRVA by the Licensee in connection with the Event.

**9. INDEMNIFICATION; INSURANCE**

The Licensee agrees to indemnify, hold harmless, and in SwimRVA’s sole discretion, defend SwimRVA, its members, owners, directors, officers, employees, agents, representatives, contractors or vendors (the “Indemnified Parties”) from and against any and all claims, liability, costs and expenses resulting from a claim brought by any third party against an Indemnified Party arising from or related to any acts or omissions, whether intentional, reckless, negligent or otherwise, of the Licensee or its Guests, including without limitation claims for personal injury or damage to property. This indemnity shall also include any and all reasonable costs, including attorney’s fees, incurred by SwimRVA in defending against any claim for liability, loss or damages that is covered by this indemnification.

The Licensee agrees to obtain and keep, and to provide SwimRVA with evidence of, insurance coverage for the use of the Site, which insurance shall name SwimRVA as an Additional Insured and shall have the following minimum coverage amounts of $500,000 for property damage and $1,000,000 for personal or bodily injury. Such evidence of insurance may be provided by a Certificate of Insurance and must be received by SwimRVA one (1) week prior to the Event.

Additionally, Licensee must provide SwimRVA with evidence of the following coverages:

• Commercial General Liability: At least $1,000,000.00 for the Event.

• Workers Compensation: Statutory limits.

**10. MISCELLANEOUS**

This License Agreement contains the entire agreement between the parties with respect to the subject matter hereof and shall be binding on all successors, heirs and assigns. The Aquatics Center’s failure to exercise or delay in exercising any right hereunder shall not preclude any other or future exercise thereof or the exercise of any other right.

**11. ALCOHOL**

No alcoholic beverages are allowed in the SwimRVA Facility at any time.