

RESOLUTION NO. 512

RELATING TO THE OPERATION OF SULPHUR PLUNGE AT PASO ROBLES INN.

The City Council of the City of El Paso de Robles hereby resolves as follows:

That that contract attached hereto and made a part hereof, whereby the Owners and Lessees of the Paso Robles Inn have gratuitously permitted the use of the sulphur plunge of said Inn to the Recreation Committee of this City for the use and benefit of the youth and citizens of this City, be and the same is hereby approved and the Mayor is hereby authorized to execute said contract on behalf of the City of El Paso de Robles and said Recreation Committee.

PASSED and ADOPTED this first day of July, 1946.


MAYOR

ATTEST:


CITY CLERK.

C O N T R A C T

THIS CONTRACT made this 1st day of July, 1946, by and between M. B. CONNELLY and ESTHER CONNELLY, owners of Lot A of the Springs Hotel Tract in the City of El Paso de Robles, County of San Luis Obispo, State of California, and C. E. BALIN, S. D. ANIXTER, the ESTATE OF E. D. ROSENBERG, CLAUDE N. ROSENBERG, HELEN ROSENBERG KAHN, Lessees of said tract and doing business as the PASO ROBLES INN, parties of the first part, and the CITY OF EL PASO DE ROBLES, party of the second part.

WITNESSETH:

THAT WHEREAS, said parties of the first part desire to permit and allow the Recreation Committee of the City of El Paso de Robles to use that certain plunge and the facilities connected therewith, all located on said Lot A, for the purpose of providing recreational and swimming facilities for the youth and citizens of said City; and

WHEREAS, said party of the second part desires to use all of said facilities under those terms and conditions as stipulated by the said parties of the first part.

NOW, THEREFORE, said parties of the first part agree to permit the use of said plunge and facilities by the said party of the second part, or said Recreation Committee, for the term beginning July 1, 1946 and ending September 10, 1947, in order that the youth and citizens of said City be permitted to use said plunge and facilities for swimming and recreational purposes.

The party of the second part agrees to use said plunge and facilities for said purpose only, and to make any alterations necessary to the buildings and other appurtenances of said plunge without any cost whatsoever to the said parties of the first part, after having first obtained the consent of the said parties of the first part for any alterations made.

The party of the second part further agrees to protect the normal flow of water or sulphur water and to conduct all activities in said plunge in a quiet and peaceful manner and also to permit any guest of the Paso Robles Inn to use said phunge and facilities at all times when said plunge and facilities are opened to any other persons.

The party of the second part agrees to hold harmless the said parties of the first part and to pay any costs or damages of any kind and nature whatsoever arising out of the use of said plunge and facilities and to defend any suits or actions and pay any damages awarded as a result of any suit or action arising from the use of said plunge and facilities.

The party of the second part agrees to pay all charges and expenses involved in the said use of said plunge and to employ and pay any employees, including at least one life guard in the operation of said plunge, and also to maintain adequate liability and compensation insurance on said uses and employees.

It is agrees between the parties hereto that this contract may be terminated and cancelled at any time upon ten (10) days written notice by either party.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 1st day of July, 1946.

CITY OF EL PASO DE ROBLES.

BY

L. J. Herschler
MAYOR

ATTEST:

[Signature]
City Clerk.

PARTIES OF THE SECOND PART.

PARTIES OF THE FIRST PART.