

**CONTRACT NAME: AGREEMENT BETWEEN DAVIS AQUADARTS AND
DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This agreement provides use of the Davis Community Pool for the North Davis Elementary School's fourth, fifth and sixth grade end of year pool parties.

FISCAL IMPACT: Donation fund the cost of this agreement.

RENTER INFORMATIONName North Davis Elementary SchoolAddress 555 East 14th St. Davis, Ca 95616Contact: Cammie PortelloHome Phone _____ Cell Phone _____ Work Phone 530-757-5475Email Address cammieportello@yahoo.com**RENTAL INFORMATION**Date(s) of Rental: Monday June 10, 2019Time of Rental: 12:45PM-2:45PMTotal Rental Hours: 2Date(s) of Rental: Tuesday June 11, 2019Time of Rental: 12:45PM-2:45PMTotal Rental Hours: 2Rental Fees: *Includes Facility Rental and Lifeguards*

| # Guests | Length of Party | Rental Fee |
|----------|-----------------|------------|
| 10-49 | 2 hours | \$274.00 |
| | 3 hours | \$392.00 |
| | 4hours | \$511.00 |
| | 5 hours | \$617.00 |
| 50-200 | 2 hours | \$314.00 |
| | 3 hours | \$351.00 |
| | 4hours | \$589.00 |
| | 5 hours | \$726.00 |

*Full payment of rental is required at least 1 week prior to rental date.

*If a check is returned due to insufficient funds, full payment plus the returned check fee must be paid in cash. If reserved within 1 week of rental, then full payment is required with contract at time of reservation.

Description of Rental June 10th- School Swim Party Number Expected: more than 100Rental Fee: \$314.00Description of Rental June 11th- School Swim Party Number Expected: more than 100Rental Fee: \$314.00**Total Facility Rental Fees for this contract: \$628.00**Full payment is due no later than June 3, 2019

*Checks should be made payable to Davis Aquadarts, Inc.

RENTAL RULES

1. The Renter whose name appears on the rental contract must be 25 years of age or older and must be ON-SITE during the entire rental time.
2. Renter must be present at event at all times, NO EXCEPTIONS.
3. The Renter and all guests on the property during the rental are to use only those areas of the facility that are specified on the contract.
4. We do not allow candles, tiki torches or open flames of any kind, without prior approval by Davis Aquadarts.
5. If you must arrive early to decorate or stay after to clean up that time must be included as part of your rental usage time and preapproved Davis Aquadarts. Any contracted work, i.e. caterers or DJ's must also comply with the agreed upon time. The Renter must supply any additional tables, chairs, etc., that may be needed and are not on the premise. If any additional equipment is going to be used, please make arrangements with Davis Aquadarts no later than one week prior to the event. All additional equipment must be removed when the rental is scheduled to finish unless other arrangements are made with the Davis Aquadarts. If this rule is not complied with, additional fees may apply.
6. Management has the right to be present or visit the Club during the rental to make sure all the rules and policies are being followed. If during the visit Management finds any rule violations, the Manager on Duty will enforce such rules and/or end the function with loss of fee and deposit.
7. Davis Aquadarts will not be responsible for any "Acts of God" such as extreme high or low temperatures, winds, earthquakes, power failures, flooding or fire. We take every precaution to provide a safe, comfortable and enjoyable environment for unknown circumstances or acts beyond our control. If Community Pool becomes unavailable, all deposits and rental fees will be refunded to Renter.
6. The Renter may NOT charge admittance to an event during the rental.
7. Attendance at the event may not exceed the number specified in this contract.
8. There is NO SMOKING permitted anywhere within the Community Pool Complex.
9. Glass is not permitted on the pool deck; this includes any dishes used by caterers.
10. Alcohol is not permitted.

I have read and agree to abide by and enforce all rules that have been listed above.

Signature Cammie Portello Date 3/22/19

LIABILITY

The Renter hereby agrees to indemnify, defend and hold harmless City of Davis and Davis Aquadarts, Inc. and all owners, officers, directors, employees, and agents from any and all claims, actions, damages and liability associated with personal injury and/or damage to property, including cost of the investigation, litigation expense, appeal costs, and attorney fees, arising out any claims or suits which result from any negligent act of the Renter, his/her agents, employees, or invitees. In the event that the Renter is made a party to any litigation, the Renter shall protect and hold harmless Davis Aquadarts, Inc. from any and all liability that may result therefrom.

Signature _____ Date _____

INSURANCE

RENTER shall apply for, obtain and maintain, at its sole cost and expense, a separate policy or policies of public liability insurance which shall name RENTER and its officers and employees as the insured, and such policy shall also name City of Davis & Davis Aquadarts, its officers, agents, council members, public officials, and employees as additional insured against any and all liability arising out of any act or omission of RENTER, its respective agents, members, employees, invitees or contractors in the performance of the CONTRACT, the condition of the Premises or RENTER's use thereof. Coverage for both bodily injury and property damage liability must be on an occurrence basis, and each policy shall provide that the insurance afforded thereby shall be primary insurance to the full limits of liability stated in the certificates, and if the named insured has other insurance against a loss covered by said policy, that other insurance shall be excess insurance only.

- a. The limits of liability shall be no less than ONE MILLION DOLLARS (\$1,000,000) per person, ONE MILLION DOLLARS (\$1,000,000) per occurrence, or a combined limit of ONE MILLION DOLLARS (1,000,000) for property damage. Said insurance, and certificates evidencing said insurance shall be in a form satisfactory to Licensor's City Attorney and Davis Aquadarts.
- b. Said policy or policies shall be made effective before commencement of any activities by RENTER hereunder and shall be filed with Davis Aquadarts, and shall contain a condition or an endorsement precluding cancellation or reduction of coverage without thirty (30) days prior written notice to Davis Aquadarts.

Signature _____ Date _____

ACKNOWLEDGEMENT OF CONTRACT

I, hereby acknowledge that all information provided on the contract is true and correct. Misrepresentation or erroneous information on the contract constitutes grounds for denial of this and future applications for the use of Community Pool.

I have read and understand the rules, terms, and conditions written in the contract. I will abide by the rules and understand that I may be held financially responsible for any damages, missing items, or violation of the rules, terms and conditions set forth in this agreement. I also understand that as the Responsible Party, I am responsible for the actions of all the attendees and/or outside contractors present at the event. I understand that as a renter I must be at least 25 years of age, and I have provided a copy of a government issued ID to Davis Aquadarts.

Signature _____ Date _____

FOR OFFICE USE ONLY

Rental Contract Date Received _____

Verification of Age/ID _____

Total Rental Fee: \$ _____

Reservation Payment \$50

Date Paid _____ Check/Reference#: _____

Remaining Payment:

\$ _____ Due Date: _____ Date Paid: _____ Check/Reference#: _____

Initials _____

Additional Comments/Charges: (if applicable)

Davis Joint Unified School District

526 B Street
 Davis, CA 95616
 (530) 757-5300 Fax: (530) 757-5319

**PURCHASE
ORDER**

192147

No.

MERCHANDISE AND/OR SERVICES MUST SHOW THIS
 NUMBER ON INVOICES, PACKAGES AND
 CORRESPONDENCE.

NOTICE: This P.O. will not be honored for payment until P.O. number is applied and
 Business Office Approval is obtained.

006711
 DAVIS AQUADARTS

TO:

PO BOX 186
 DAVIS CA 95616

SHIP TO:

NORTH DAVIS ELEMENTARY SCHOOL
 555 E. 14TH STREET
 DAVIS CA 95616

| | | | |
|--|--|-------------------------------------|-------------------------|
| ORDER DATE 04/02/19 | SUBMITTED BY S. ROSEEN / C.Portello | SITE NAME NORTH DAVIS ELEMENTARY | REQUISITION # 192238 |
| PLEASE ENTER OUR ORDER FOR THE FOLLOWING. PAYMENT WILL BE MADE WHEN PURCHASE ORDER IS COMPLETED. | | | |

| ITEM NO | QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|---------|----------|------|---|------------|-------------|
| 1 | 2 | ea | Swim Parties 6/10/19 for 4th & 5th grades 6/11/19 for 6th grades ***** Please send white copy to NDE ***** | 314.000 | 628.00 |

NOTICE: A material safety data sheet is required for all classroom chemicals, cleaning supplies, products used to operate offset, mimeograph and spirit duplicator equipment, products used in art classes, maintenance and transportation dept. supplies and office supplies as required.

BUDGET ACCOUNT CODE

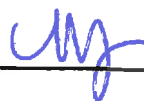
01-300-112-9010-0-1110-1000-5830-4419

628.00

| | | |
|-----------|----|--------|
| Sub Total | \$ | 628.00 |
| Tax | \$ | 0.00 |
| PO Total | \$ | 628.00 |

INSTRUCTIONS TO VENDORS

1. Mail itemized invoices in triplicate & original bill of lading on the date of shipment.
2. Cancel any portion of this PO which cannot be filled by delivery date specified.
3. Ship cheapest way prepaid unless otherwise specified under "special instructions".
4. Packing list must accompany all shipments.
5. Insure parcel post shipments at your expense only.
6. Terms: 2% 10 E.O.M. cash discount if not specified otherwise on invoice.



Authorized Signature

VENDOR COPY