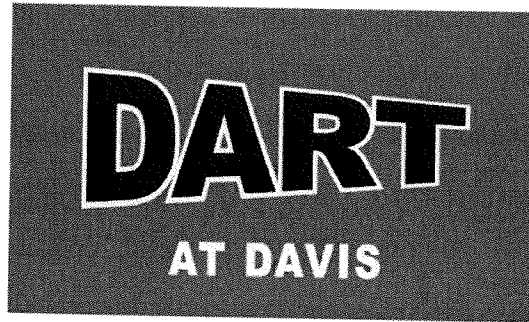


✓

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

**BRIEF DESCRIPTION OF CONTRACT:** This agreement is for the rental of Community Pool for the North Davis Elementary School end of year swim parties on June 4 and on June 5.

**FISCAL IMPACT:** Donations fund the cost of the rental.



### **COMMUNITY POOL RENTAL AGREEMENT**

Thank you for choosing the Davis Aquadarts and Community Pool for your event!

Please read and complete the following rental contract in its entirety. It is your responsibility, as the Renter, to direct any questions to Miriam Fisk pertaining to policy. Please note: Davis Aquadarts reserves the right to refuse rental to any individual or organization without explanation. Upon your signature and initials, you agree to the rules and policies in this rental agreement. The Renter's signature OR initials are required on every red line.

Rentals will not have access to the Pool more than 15 minutes prior to the start of the rental period and must exit the pool area no later minutes than 15 after the end of the rental period. Minimum pool rental is 2 hours.

Pool rental fee includes access to refrigerators and freezers, tables and chairs, and swim toys (rafts, inflatable balls and inner tubes). Patrons are welcome to bring any food and beverage (no alcohol), and their own chairs, tables and pool toys. A PA system and music is available upon request for an additional \$20 charge per rental.

A \$50.00 deposit is due at the time of reservation and will be applied toward the total Rental Cost. Final payment is due one week prior to your event.

Patrons wishing to rent the adjacent Community Pool Room and/or use of the BBQ and Solar Panel Picnic table area must do this with the City of Davis for a separate fee and rental agreement. City of Davis Parks and Recreation can be reached at 757-5626 or <http://cityofdavis.org/>.

Additionally, all rental groups must provide proof of special event insurance in the amount of \$1,000,000, listing Davis Aquadarts, Inc. and the City of Davis as additional insured at least one week before rental date (See details below)

Initials CP

**RENTER INFORMATION**Name North Davis Elementary School

Address \_\_\_\_\_

Contact: Cammie Portello

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Email Address cportello@djsd.net**RENTAL INFORMATION**Date(s) of Rental: Monday June 4, 2018Time of Rental: 12:45PM-2:45PMTotal Rental Hours: 2Date(s) of Rental: Tuesday June 5, 2018Time 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	\$260.00
	3 hours	\$370.00
	4 hours	\$481.00
	5 hours	\$592.00
50-200	2 hours	\$299.00
	3 hours	\$429.00
	4 hours	\$559.00
	5 hours	\$689.00

\*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 4<sup>th</sup>- School Swim Party Number Expected: more than 100Rental Fee: \$299.00Description of Rental June 5<sup>th</sup>- School Swim Party Number Expected: more than 100Rental Fee: \$299.00**Total Facility Rental Fees for this contract: \$598.00**

Full payment is due no later than May 28, 2018

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

### PA SYSTEM

A PA system is available upon request for an additional \$20 charge per rental and will be added to the cost above. Please indicate if you would like to reserve the PA system for your rental (Circle) Yes No

Additional fees (If Applicable): \_\_\_\_\_

\*Davis Aquadarts does not have an exclusive arrangement with any caterer. You are welcome to contract separately with the caterer of your choice, or provide your own food. Community Pool does not have a kitchen.

### LIFEGUARDS

I understand that Lifeguards are required for any pool rental, swimming and non-swimming. The rental fees do include the cost of lifeguards. I understand that the Davis Aquadarts will provide the lifeguards. Guards will arrive 15 minutes prior to party start time to help with set up. They remain 15 minutes after to clean up and put away equipment. Guards will remove all garbage and recycling. The lifeguards are the last ones to leave the pool premises.

### RESERVATION FEE

Community Pool rentals are on a first come, first served basis. Along with a completed contract, the Renter is required to pay by a \$50 non-refundable Reservation Fee. The rental date will not be secured until this payment and contract are received. This payment is applied towards the total rental fee.

INITIALS CP

### WEATHER POLICY

Following the Club's weather policy, lifeguards are responsible for clearing the pool for thunder or lightning. For thunder, all individuals must remain out of the water for 30 minutes. In the case of lightning, all individuals must remain out of the water for 30 minutes AND clear the pool deck.

If there is poor weather prior to the start of the rental, the lessee may cancel the rental for a full refund minus the \$50 reservation fee or reschedule for another available day. Please contact Miriam Fisk at [dartatdavis@hotmail.com](mailto:dartatdavis@hotmail.com) or 858-449-6094, the day of the rental if weather is questionable.

INITIALS CP

### DAMAGE CHARGES AND ADDITIONAL FEES:

The Renter or Renting Party will be financially responsible and will be required to pay for any of the following:

- Damage sustained to the pool, pool equipment, surrounding area or restrooms.
- If the Renter sets off a false 911 call, non-emergency fire alarm, or any other action causing the evacuation or the need of emergency personnel or Club Management to arrive for an unneeded cause prior to, during or after an event.

Signature  Date 3/5/11

## **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  Date 3/15/18

## **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 3/15/18

## 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)