

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

**BRIEF DESCRIPTION OF CONTRACT:** This rental agreement for Manor Pool allows all sixth grade classes at Pioneer Elementary School to participate in their annual year end celebration on June 4, 2019.

**FISCAL IMPACT:** Donations fund the expenses of this event.



City of Davis – Parks & Community Services  
23 Russell Blvd, Davis, CA 95616  
Ph (530) 757-5626 Fax (530) 758-0204  
[www.cityofdavis.org](http://www.cityofdavis.org)  
[registration@cityofdavis.org](mailto:registration@cityofdavis.org)

## Pool Rental Application

Name: Stanowicz SCOTT Application Date: 4-15-19  
Last First  
Organization Name: Pioneer Elem. E-mail Address: SStanowicz@djust.net  
Address: 5215 Hamel Dr City: Davis Zip: 95618  
Phone (day): \_\_\_\_\_ Phone (night): 916 233 7786  
Additional Contact Person: Patty Smith School Phone: 530 757-5480  
DEPOSIT REFUND: ☐ Credit Card ☐ Refund Check Payable to (name & address): N/A  
Please Check Applicable Boxes: ☒ Resident ☐ Non-Resident Davis Joint Unified School District

Arroyo Pool	Manor Pool	Start Time	End Time
<input type="checkbox"/> Lap Pool	<input checked="" type="checkbox"/> Lap Pool	<u>12:30</u>	<u>2:30</u>
<input type="checkbox"/> Rec Pool	<input checked="" type="checkbox"/> Beach/ Rec Pool		
	<input checked="" type="checkbox"/> Dive Well		
	<input checked="" type="checkbox"/> Splash Pad		

### Event Information

Event Date: June 4 Expected Attendance: 200

Event Description: End of year pool party

Open to Public?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Admission Charged?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Fundraising Activity?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Food or Refreshments?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Note: No alcohol, glass containers.
Band, DJ, or Amplified Sound?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Note: A sound permit needs to be filed with the Police Department.

My signature below verifies I have read, I understand, and I will comply with all associated fees, the information on this application, Liability Waiver, Hold Harmless Agreement, and Important Information and Rules contained on the reverse side and in any supplemental rules and regulations handout.

SIGNATURE: [Signature] DATE: 5/5/19

**Bruce E. Colby**  
Chief Business Officer

RESV # \_\_\_\_\_ HH# \_\_\_\_\_  
Date Paid \_\_\_\_\_ Amount Paid: \_\_\_\_\_ Receipt # \_\_\_\_\_ Initial \_\_\_\_\_

### **Liability Waiver and Hold Harmless Agreement**

Applicant/Renter/Lessee hereby voluntarily releases and forever discharges the City of Davis, its agents, officials, employees and volunteers from any and all liability, claims, demands, losses and expenses, actions or rights of action which arise out of, or are in any way related to, or connected with, my participation in this activity, or my use and/or rental of city equipment and/or facilities described herein including specifically, but not limited to, any and all injury, death, illness or disease, and damage to myself or to my property, or to property which is under my control. I further agree, promise and covenant to hold harmless, defend and indemnify the City of Davis, its agents, officials, employees and volunteers from all defense costs, including attorney's fees, or from any other costs incurred in connection with claims for bodily injury or property damage caused in whole or in part by any negligent act or omission of the applicant/renter/lessee, anyone directly or indirectly representing and/or employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the city.

I agree that the City of Davis may add conditions to a reservation. I further agree to the rules on both sides of this application as well as any additional rules and/or regulations handout.

I further agree, covenant and promise not to sue, assert or otherwise maintain or assert any claim against the City of Davis, its agents, officials, employees and volunteers for any injury, death, illness or disease or damage to myself or to my property, or to property, including city property which is under my control, arising from or connected with my use and/or rental of city equipment or facilities or from any claim asserted against me by any other person.

### **Important Information & Rules**

1. Applications and deposits for City Pools will only be accepted at Parks and Community Services located at 23 Russell Blvd. Approval by the Aquatics Supervisor is required before a rental is accepted and confirmed. A refundable cleaning/damage deposit is required as well as full payment of fees and. Rentals cancelled less than 21 days in advance will have the deposit forfeited.
2. Cleaning/Damage deposit refunds will be received within 4 weeks. Checks will be made to the name on the application.
3. City of Davis is not responsible for damage or claims for personal injury or death, or claims for damage or loss of property incurred in any City facility. Renter is responsible for any loss or damage caused by use.
4. If staff is not at the pool facility at the start of your scheduled pool rental time, please contact the Davis Police Department at 747-5400 and they will contact City staff.
5. Changes in reservation times or increase in the number of lifeguards needed are required a minimum of 21 days before the event. All changes subject to lifeguard and pool availability.
6. Unused time is non-refundable.
7. Adults present are additionally responsible for supervising youth in the pools. The Splash Pad at Manor Pool is not supervised by a lifeguard. Parents are responsible for supervising youth under the age of 7 at splash pads.
8. Children 6 years and under need to be accompanied by an adult, including in the water. One adult can be responsible for up to 3 youth.
9. No alcohol, glass, tobacco, drugs, firearms, gum are allowed in the pool complex.
10. Nothing may be stored or left in the pool complex prior to or following an event.
11. Decorations must be approved by the Supervisor. All decorations must be removed from pool complex at end of rental.
  - a. Clear packaging tape may be used.
  - b. Water balloons, confetti, glitter, and similar materials not allowed.
12. At no time shall fire exits or emergency gates be covered or obstructed. All open flame devices and BBQ's are prohibited.
13. Smoking is not allowed in city facilities or within 20 feet outside of the facility.
14. City equipment may not be removed under any circumstance.
15. Rental will not be granted or may be cancelled for any of the following conditions:
  - a. Insufficient notice
  - b. Hazardous activities that have the potential to endanger persons or property
  - c. Prior Circumstances – prior mistreatment of facility, staff or patrons, violation of city policies or ordinances
  - d. Incompatibility with use of the facility
  - e. Application contains false or misleading information
  - f. Failure to pay fees or obtain required liability insurance
  - g. Facility is needed for emergency or public use
  - h. Circumstances arising from natural disaster, power outage, or equipment malfunction
16. Applicant/Renter/Lessee certifies on behalf of the organization applying to rent facility, the organization will not discriminate on the basis of race, national origin, religion, sex, age, handicap, or sexual orientation with respect to attendance at the function held in City facilities in accordance with Resolution No. 5259 and Ordinance No. 1359.
17. Renters are responsible for reading and adhering to all regulations and rules provided by the City.
18. City staff may photograph or videotape all attendees, including minor children, and the city may use such photographs or videotapes to promote city programs and classes.
19. Lifeguards will review all pool rules for participants at the beginning of the rental.
20. All pool rules must be adhered to or your event may be cancelled.