

ARDEN MANOR RECREATION & PARK DISTRICT 1415 Rushden Drive, Sacramento CA 95864 (916) 487-7851 / <u>WWW.AMRPD.ORG</u>

POOL FACILITY RENTAL APPLICATION

(APPLICANT MUST BE 21+ YEARS. Please complete application in its entirety or the Permit process may be delayed.)

Name of Organiza	tion:					
Address:			City/State	e:	Zip:	
Email:	Email:			Phone Number:		
Co-Applicant:	Co-Applicant:			Phone Number:		
Address:			City/Stat	e:	Zip:	
Please choose one	e: 🗆	RESIDENT	□ NON-RESIDEN	T 🗆 NON-PRO	OFIT/SCHOOL	
Rental Date(s):			Days o	f the Week:		
	-			_ am/pm TO am/p , main event, and clean	m Total Hours Rented: up.	
Type of Event:				Is honored gu	uest 21 years +: Yes / No	
Total Expected Att	endance:		Nonprof	it Tax ID No.:		
☐ PRIVATE POOL	RENTAL			RENTAL INF	ORMATION	
# of Guests Resid		Non-Resident Ra	te	- MINIMUM 2 HOUR RI		
□ 1 - 29 \$1 □ 30 - 59 \$1 □ 60 - 100 \$1	10	\$115			TO LIFEGAUARD ARRIVAL NOT PERMITTED	
☐ 30 - 59 \$1	40 70	\$145 \$175		- MAIN POOL CAPACITY: 120 PERSONS - MAIN + FAMILY POOL CAPACITY: 165 PERSONS		
□ 101 – 145 \$2	00	\$205		- ALCOHOL NOT PERMI		
☐ POOL PATIO				RENTAL INF	ORMATION	
☐ SINGLE ROUND TAB	LE	\$20		- POOL ENTRY NOT INCLUDED IN RENTAL COST		
☐ GAZEBO TABLE ☐ FULL ROUND TABLE	AREA	\$25 \$50		 OUTSIDE FOOD MAY BE BROUGHT IN RENTAL MUST INCLUDE SET UP & CLEAN UP TIME NO GLASS ALCOHOL NOT PERMITTED 		
		NANTIONI				
EES AND PAYMEN	<u>i infor</u>	<u>IVIATION</u>				
EES AND PAYMEN OURLY RATE:			OTAL FEES:	RENTAL DEPOSIT:	TOTAL FEES DUE:	
OURLY RATE:	_ TOTAL I	HOURS: T			TOTAL FEES DUE: BALANCE:	
OURLY RATE:	_ TOTAL I	HOURS: T	RECEIPT #:	STAFF INITIAL:		

INSURANCE REQUIREMENTS

General liability insurance: The Renter shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability

Such insurance shall name the Arden Manor Recreation and Park District, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The Renter shall file certificates of such insurance with the Arden Manor Recreation and Park District, which shall be endorsed to provide thirty (30) days' notice to the Arden Manor Recreation and Park District of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the Arden Manor Recreation and Park District may deny access to the facility.

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Arden Manor Recreation and Park District's self-insurance pool.

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Renter maintains higher limits than the minimums shown above, the Arden Manor Recreation and Park District requires and shall be entitled to coverage for the higher limits maintained by the Renter. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Arden Manor Recreation and Park District.

☐ I will provide my own insurance.	☐ I wish to purchase insurance from the District.
- I will provide illy own illourance.	i wish to parthase insurance monit the bistrict.

AGREEMENT AND RELEASE OF LIABILITY

The undersigned or, if signing for an organization, that organization, certifies that the above information is accurate and correct, and that the undersigned has read and understood the Facility Rental Rules and Regulations as set forth by Arden Manor Recreation and Park District pertaining to the use of AMRPD facilities. To the maximum extent permitted by law, the undersigned or, if signing for an organization, that organization, on behalf of itself and all parties claiming by or through it, hereby releases and agrees to indemnify and hold AMRPD free and harmless from and against any and all liability, harms, injuries, claims, damages, or causes of action arising out of or in any way connected with or related to the use or occupancy of the facility(ies) including, without limitation, any personal injury or property damage suffered by any user of the facility(ies) or any guest, vendor, agent, employee, or member thereof, whether caused by the act or neglect of the user, a third party, AMRPD, agents or employees thereof, *force majeure*, or by any allegedly dangerous condition of the facility(ies) or surrounding area.

INDEMNIFICATION

The Renter shall indemnify, defend, and hold harmless Arden Manor Recreation and Park District, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the Renter use or occupancy of a facility or property controlled by the Arden Manor Recreation and Park District, unless solely caused by the gross negligence or willful misconduct of Arden Manor Recreation and Park District, its officers, employees, or agents.

COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS

- 1. A Renter shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
- 2. The Renter agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
- 3. The Renter further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
- 4. Arden Manor Recreation and Park District reserves the right to immediately revoke Renter's right to use of the facility under this agreement should Renter fail to comply with any provision of this section.

FORCE MAJEURE

Notwithstanding anything to the contrary contained in this agreement, Arden Manor Recreation and Park District (AMRPD) shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of public authority, and other causes beyond their control. The undersigned waives any right of recovery against AMRPD and the undersigned shall not charge results of "acts of God" to AMRPD, its officers, employees, or agents.

Applicant Printed Name:	Signature:	Date:
Co-Applicant Printed Name:	Signature:	Date:

FACILITY RULES AND REGULATIONS

I certify that I, the applicant reserving with Arden Manor Recreation and Park District, am at least 18 years of age. I understand that I or an appointed representative must be present at the beginning of the rental time and must be present at the end of the rental time for inspection. I agree to do a full facility evaluation walk-through with staff of all areas listed on the evaluation form prior to and after event to review any current or new damage to facility which may have occurred during my rental. I understand I am responsible for adhering to all of the Facility Rental Rules and Regulations. The Facility Rental Rules and Regulations are attached to this agreement for my review and understanding.

The following requirements include, but are not limited to, the following:

- 1. Reservations are not confirmed until rental fees are received by the District.
- 2. Removing all decorations, debris, food, beverages off of all tables, chairs, outdoor signage, and/or any other AMRPD equipment that was used during your event. Groups are responsible for the clean-up of the pool area and restrooms.
- 3. Lifeguard service will be provided; however, the monitoring of clothing and valuables and control of non-swimming attendees will be the responsibility of the reserving group.
- 4. All aquatic facility and pool regulations will be enforced by the lifeguards on duty. Lifeguards will give final instructions at a general meeting held in the pool area upon the arrival of the reserving group. Adults or supervising members of the reserving group are also asked to assist the lifeguards in the enforcement of pool regulations and group behavior.
- 5. All swimmers must be in appropriate swim attire before they will be allowed into the pool. Unhemmed cutoffs, pants or jeans, and t-shirts will not be allowed into the pool.
- 6. Glass is not allowed in the pool area.
- 7. A designated contact person must be in the pool area at all times during the rental and will take responsibility for the group.
- 8. Coast Guard approved life vests are allowed as long as an adult is with in arms length.
- 9. Floating objects will not be allowed in the pool. As a safety precaution, horseplay in the pool or around the pool deck will not be tolerated. Lifeguards have the right to prohibit any activity they deem unsafe.
- 10. No one may enter the pool without a lifeguard on duty.
- 11. One long whistle blast from the lifeguard signals that the pool needs to be cleared. Please exit the pool quickly and return to the grass area or bleachers. Listen for further instructions from the lifeguards.
- 12. All pool party music will be played through the aquatics complex speaker system. Amplified music using an outside system is not permitted. All music will end at 9:00 PM as the pool is located within a neighborhood. Music may be provided by either CD or MP3 player. Music may not contain profanity or inappropriate content.
- 13. Applicant will be held responsible for the cleanup and condition in which the facility is left in accordance to the Facility Rules and Regulations. Failure to adhere to the cleaning guidelines or any damages to AMRPD property will result in the applicant being charged for all damage and additional cleanup. If such costs are greater than the deposit, then the renter shall be billed for the additional costs. Failure to pay within fourteen (14) business days will result in legal action. Any costs associated with the collection of monies due, including legal costs, will be the responsibility of the renter. A hold will be placed on the applicant's household account for all future rental or registration activity with AMRPD until the charges are paid in full.
- 14. AMRPD cannot be held responsible for any items left behind. AMRPD is not responsible for any lost or stolen personal property or items.
- 15. Smoke, mist machines, e-cigarette devices, tobacco or tobacco like products, or vapor type devices are prohibited in all AMRPD facilities, including but not limited to any buildings, parks, open space, sports fields, swimming pools, parking lots, sidewalks, trails, restrooms, and historical sites or structures. Alcohol use is not permitted.

- 16. Activities opened to the general public, collection of fees, advertising, sale of merchandise or food products are all prohibited without the consent of the District.
- 17. Confetti, glitter, sequins, sparklers, rice or birdseed is not allowed in any AMRPD facility. You will be charged for cleaning should District staff have to clean up.
- 18. Vehicles may not be driven, or parked, on Park District property for any reason. This applies to all park, facility, and pool Rentals. Vehicles on park property will be cited and towed by Park Police Services.
- 19. All changes to this application must be made in writing by the applicant and mutually agreed upon with AMRPD prior to the rental date.
- 20. Final rental fees and additional facility rental forms are due (fourteen) 14 days prior to the scheduled rental. Failure to make the final payment will result in the rental being cancelled and all fees paid will be nonrefundable.
- 21. There is a \$55 charge for all returned checks.

I understand that failure to comply with this application may lead to losing portions and/or all of my rental deposit and fees, which in some cases may exceed the deposit amount. I have read and understand the cleaning requirements of Arden Manor Recreation and Park District. I further understand that even if I delegate these responsibilities to other members or service agencies for which I have contracted, such as caterers, decorators, etc., I still have the ultimate responsibility to return the facility to its original rental conditions.

Applicant Printed Name:	Signature:	Date:
Co-Applicant Printed Name:	Signature:	Date: