

Glenwood Springs Community Center Aquatic Center Rental Agreement

For additional information and availability, please contact Facility Coordinator at 970-384-6310. Completed form can be submitted via email to yvette.baker@cogs.us, in person, or by mail to Glenwood Springs Community Center Attn: Facility Coordinator, 100 Wulfsohn Rd., Glenwood Springs, CO 81601.

Lessee Information

Contact	_____		
Organization	_____		
	<input type="checkbox"/> Resident/Non-Profit	<input type="checkbox"/> Non-Resident/Profit	
Address	_____ _____		
Phone	_____	Email	_____
Rental Date(s)	_____	Start Time	_____ End Time _____
Activity	_____	Total Hours	_____ Head Count _____

Rental Options

<input type="checkbox"/> Drop-In		
_____ Resident Student/Senior or Activity Military		\$8
_____ Resident Adult		\$10
_____ Non-Resident Student/Senior		\$9
_____ Non-Resident Adult		\$11
_____ Group of 15+ (72 hour notice and 48 hour advance payment required)		\$5
	Drop-In Total \$	_____

<input type="checkbox"/> Lap Lane Rental (must also pay daily drop-in fees or have valid membership)		
<input type="checkbox"/> Hourly Resident/Non-Profit Rate per Lane		\$10
<input type="checkbox"/> Hourly Non-Resident/Profit Rate per Lane		\$13
	Lap Lane Rental Total \$	_____

<input type="checkbox"/> Exclusive Use (2 Lifeguards included)		
<input type="checkbox"/> Hourly Resident/Non-Profit Rate		\$160
<input type="checkbox"/> Hourly Non-Resident/Profit Rate		\$210
	Exclusive Use Total \$	_____

<input type="checkbox"/> Additional Fees		
_____ Hourly Additional Lifeguard(s) (required for every 20 participants)		\$25
	Additional Fees Total \$	_____

Payment

One half (1/2) of the total rental fee is due at the time of application; the remaining one half (1/2) is due <u>before</u> the scheduled rental time is used.		Lap Lane Rental Total \$ _____
Deposit Amount	\$ _____ Date Received _____	Exclusive Use Total \$ _____
Final Payment	\$ _____ Date Received _____	Additional Fees Total \$ _____
		TOTAL DUE \$ _____

The City of Glenwood Springs ("City") and ("the Lessee") in consideration of the terms set forth herein, hereby agree to the following:

1. The City will make available the Glenwood Springs Community Center Aquatic Center (the Pool) for the exclusive use of the Lessee. The Lessee will not sublease the Pool.
2. The Lessee will comply with all applicable rules and policies of the City, as posted in the Pool.
3. The Lessee shall provide proper supervision to ensure the protection of persons and property. Lifeguards are there to enforce facility rules, not to supervise children. The Lessee will restrict all participants to authorized areas only. If the Pool is rented for a youth activity, there shall be present at all times: one (1) adult, 18 years or older, per every five (5) children, present in the Pool.
4. In the event it shall become necessary for the City to enforce any or all of the terms, covenants and conditions of this agreement, the Lessee agrees to pay all expenses incurred by the City in so enforcing the agreement, including reasonable attorney's fees and court costs.
5. During the time the Pool is being used by the Lessee, the Lessee is responsible for accidents, injuries, damages, or loss of property. Lessee shall indemnify and hold the City harmless for any and all claims resulting from the use of the Pool by the Lessee, their employees and guests. In the case of large special events, Lessee may be required, at the discretion of the City, to have liability insurance and present a Certificate of Insurance prior to use.
6. If so required, Lessee shall secure an insurance policy naming the City as an additional-named insured to protect the City from any and all claims relating to any and all damages or injuries incurred by the use of the Pool. Said policy shall have limits no less than \$500,000 per occurrence for property and \$1,000,000 per occurrence for liability.
7. The facility used by the Lessee shall be left in a clean and orderly manner. The Lessee will pay a charge for custodial services, if the City of Glenwood Springs personnel must clean up at a rate of \$25.00 per hour of clean up.
8. The Lessee shall be liable to the City for payment in full of the cost of replacement and/or repair of any Pool personal or real property which is damaged as a result of the Lessee's use of the Pool, excepting ordinary wear and tear.
9. The Lessee may not sell or authorize the sale of food or concession items without prior, written approval of the Pool Manager.
10. The Lessee is entitled to the use of the Pool only, unless other facilities or services have been arranged in advance with the City.
11. One half (1/2) of the rental fee is due upon date of application; the remaining one half (1/2) is due before the scheduled rental time is used.
12. Slide Rules—Riders must be 48 inches tall to ride the slide. Riders must wait at the bottom of the stairs until previous rider exits the flume and ride in a reclined seated position with the legs out in front.
13. Diving board rules—Divers must wait until previous diver is on pool wall before climbing board ladder, walk at all times on the board, only one bounce before jumping off, and jump strait off the board.
14. The City reserves the right to make spot checks on all events being held in the Pool. The City reserves the right to refuse any rental application that is contrary to public safety and welfare or the City ordinances.
15. The Lessee agrees to end rental session at the scheduled time. Pool use beyond the scheduled rental will result in a \$5.00 per minute surcharge.
16. Cancellation and refunds:
 - a. The City reserves the right to cancel this agreement and withdraw the permission hereby granted for just cause or failure to comply with any of the above terms and conditions. In such cases, the Lessee will, upon request, immediately remove all persons and equipment they have in the Pool. There will be no refund.
 - b. Under certain weather conditions, the City may declare Pool conditions unsafe or unacceptable. This decision is at the sole discretion of the Pool Manager, the Director of Parks and Recreation, or any authorized supervisor. The City reserves the right to cancel any event due to special circumstances, scheduling conflicts and/or program requirements. When events are cancelled, the City will make every effort to reschedule at a time convenient to the Lessee. In the event the function cannot be rescheduled, a refund will be processed.

If the Lessee cancels this rental agreement prior to the scheduled time, one half (1/2) of the initial rental fee will not be refunded to the customer.

Applicant has reviewed and agrees to adhere to all policies, rules, and regulations of the Glenwood Springs Community Center Pool. Applicant agrees to the terms on this Rental Contract.

Applicant Signature _____

Date _____

Pool Manager Signature _____

Date _____