

USE OF FACILITIES APPLICATION AND AGREEMENT



AQUATIC CENTER
City of American Canyon
100 Benton Way
American Canyon, CA 94503
(707) 647-4570

OFFICE USE	DATE	Receipts #	Posted in Computer
Fee Paid: \$ _____	_____	_____	_____
Insurance: \$ _____	_____	_____	_____
Deposit: <u>\$75.00</u>	_____	_____	_____
(Insurance & Deposit required for private parties only)			
Refund: _____	_____	_____	_____

(PLEASE READ THE FACILITY POLICIES & PROCEDURES BEFORE COMPLETING)

Applicant Name: _____ Co-Applicant/Person in charge of activity: _____

Name of Organization: _____ Organization #: _____

Mailing Address: _____ Home #: _____ Alternate #: _____

Date(s) Requested: _____ Total Period of Use: _____ to _____ Estimated # of Attendance: _____
(include set-up and take-down) (Private Party Maximum capacity: 162)
(Open Swim Party Max Guests = 30)

Type of Activity: _____

Please check all that apply: Amplified Music Decorations Admission Charge

Note: Alcoholic beverages, glass, and smoking are never allowed in the Aquatic Center.

Facility Rental Rates: <small>(Open Swim Parties are during open swim hours only and renters pay flat fee equal to 1 hour of applicable rental rate)</small>	Per hour*				Hours			Cost
AQUATIC CENTER								
Resident	\$72.00	x		=				
Non-Resident	\$90.00	x		=				
Resident, Non-Profit Organization	\$54.00	x		=				
Non-Resident, Non-Profit Organization	\$81.00	x		=				

***Note: Private Pool Party - \$20/hour surcharge for rentals with over 75 attendees to pay for additional staffing.**

Open Swim Pool Parties Include the Following:

1. Admission to the aquatic center for a maximum of 30 guests (includes swimmers and non-swimmers)
2. Use of the enclosed grass area with 2 tables and 1 barbeque.

I, the undersigned, on behalf of the above-named organization or individual, do hereby agree that we will abide by the policies governing the use of this facility, as set forth by the City of American Canyon and will specifically accept financial responsibility for any damage or loss, including the cost of repair or replacement, sustained by the City of American Canyon to premises or equipment caused by the occupancy of these premises within our organization.

Furthermore, the above-named organization or individuals agrees to indemnify and hold harmless, the City of American Canyon from all liabilities, damages, demands, claims, causes of action or judgments and all reasonable expenses, including attorney's fees and costs, incurred in investigation or defending the same, of any person, for injury to person, loss of life, or damage to property arising from or by the use and occupancy of the facilities herein described by said organization or individual.

Permission for use of the facility will be granted upon the condition that all rules governing use of said facilities would be followed. Permission may be revoked at any time for failure to do so, and the group or individual will forfeit all fees paid.

I AM AWARE THAT THIS IS A CONTRACT BETWEEN THE CITY OF AMERICAN CANYON AND I. I HAVE CAREFULLY READ THE ABOVE AGREEMENT AND THE FACILITIES POLICIES & PROCEDURES AND FULLY UNDERSTAND AND AGREE TO ITS CONTENTS.

Signature of Applicant: _____ Date: _____

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City of American Canyon
Parks and Recreation Department

FACILITY RENTAL POLICY ACKNOWLEDGEMENT FORM

(To be completed prior to the rental fee being paid.)

I, _____ have been informed of and understand the following policies:

_____ My refundable cleaning and damages deposit must be turned in two weeks prior to the event.
initials

- a. If I leave the facility clean and undamaged, vacate the facility at the proper time, and return the facility keys (if applicable), I will receive my full deposit back within 15-20 working days.
- b. Any cleaning or damage repair expenses in excess of the deposit amount will be the responsibility of the individual signing the application form. The City will determine the cost of cleaning the facility or repairing damages.

_____ I am responsible for the removal of all decorations and the disposal of trash from the area. Area must be left in a clean condition
initials for me to get my full security deposit back. Set up and clean up is to be done **within the rental hours booked.**

_____ I acknowledge that I cannot enter the facility until my rental starts and that I am expected to vacate the premises when the
initials scheduled rental time ends.

_____ When required, a Certificate of Insurance (listing the City of American Canyon as additional insured for \$1,000,000) must be turned
initials in two weeks prior to the event.

_____ If I cancel the rental, the City will retain the following percentage of the rental fees: 30+ days prior to rental - 10%; 15-29
initials days prior to the rental - 50%; 0-14 days prior to the rental - 100%.

_____ I have been provided with a copy of the Park and Recreation Facility Policies and Procedures and I have read and understand the
initials document.

_____ I understand that my use of the Aquatics Center is contingent on the review of this completed application and its approval by the
initials Aquatics Supervisor.

Applicant Signature

Date

Private Pool Party Approval

I have reviewed this application and I _____ approve _____ do not approve _____ approve contingent on

Aquatic Supervisor Signature

Date

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Park and Recreation Facility Rental Policies and Procedures

Amended October 21, 2008

I. PROCEDURES

1. Telephone reservations will not be accepted.
2. Application forms must be signed by a responsible adult, eighteen years or older.
3. Residents may reserve facilities no more than one year in advance. Non-residents may reserve facilities no more than four months in advance.
4. Ongoing rentals can only be booked for three months at a time. Staff will review each ongoing rentals every three months. Staff will determine the number of requests that have been made for the facility at the time of the ongoing rental and also consider the need for the facility for new or proposed City programs. If the ongoing rental is preventing residents from utilizing a City facility on a frequent basis or preventing a City activity or program from being held, the ongoing rental can be ended at the end of the next three month cycle.
5. Rental applications must be completed and turned in with the rental fee no less than one week prior to the rental date. Those wishing to rent the Aquatics Center are asked to start the rental policy well in advance of rental date (at least two weeks) so there will be enough time to determine if a sufficient number of lifeguards are available.
6. A completed application form and the rental fee must be turned in at the Parks and Recreation Office, 100 Benton Way, before a rental will be placed on the calendar. Any required cleaning/damage deposits must be paid no later than one week prior to the event.
7. When required, a Certificate of Insurance must be turned in one week before the event/activity date.
8. Approved applications cannot be transferred, assigned or subletted.
9. The City reserves the right to cancel, reschedule or otherwise adjust reservations when necessary or in the event of an emergency.

II. DEPOSIT: CLEAN UP AND DAMAGES

1. A refundable deposit is required for rental of most facilities. The deposit must be paid no later than one week prior to the event. Any cleaning or damage repair expenses in excess of the deposit amount will be the responsibility of the individual signing the application form.
2. Storage is not available either before or after the rental event.
3. The facility renter is responsible for the removal of all decorations, disposing of trash, and the complete clean up of the facility. Clean up is to be done WITHIN THE RENTAL HOURS.
4. Rice and birdseed, etc., may NOT be thrown inside or outside the buildings. An additional fee of \$50 will be charged if this rule is violated.
5. The City will determine the cost of cleaning the facility or repairing damages. Renters that leave the facility clean and undamaged, vacate the facility at the proper time, and return the facility keys (if any given) will be eligible to get the refundable deposit back. Deposit refunds will be processed and mailed to the renter within 15 working days after the rental.

III. CERTIFICATE OF INSURANCE

1. A completed Certificate of Insurance listing "City of American Canyon" as additional insured for \$1,000,000 is required for most facility rentals. A sample certificate is provided attached to the rental application form.
2. Insurance is required for the rental of the Community Center (gym or stage), Recreation Center, Aquatics Center, ballfields/soccer fields, and hard courts when used for leagues or tournaments or ongoing practices. Insurance is also required when City facilities are rented by individuals, firms or organizations that offer classes or instruction that are not sponsored by the City of American Canyon Parks and Recreation Department such as tennis lessons, exercise classes, etc.
3. If the rental applicant is unable to obtain the required insurance, it can usually be obtained through the Parks and Recreation Department office from Driver Alliant Insurance services. The cost is variable based on the type and size of the event. Driver Alliant does not insure rentals at the Aquatics Center.
4. Proof of insurance must be provided at least one week prior to the event.

IV. SECURITY

Security guards must be provided based on the following guidelines:

- **Events, other than concerts or dances, which do not involve the use of alcoholic beverages:**
Security guards not required, but one City employed Building Monitor may be present.
- **Concerts, dance events, or other events involving the use of alcoholic beverages with less than 199 attendees:**

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One security guard required and one City employed Building Monitor present.

- **Concerts, dance events, or other events involving the use of alcoholic beverages with more than 199 attendees:**

Two security guards required and one City employed Building Monitor present.

- *Security guards not required for basketball or volleyball practices or games.*
- *The Parks and Recreation Director may require more or less security than listed based on the type of event, anticipated attendance and other relevant factors.*
- *The security guards must be bonded, insured and pre-approved by the City of American Canyon. The security guards must be present at all times. The security guard will ensure that alcoholic beverages do not leave the interior of the building. Acquisition and cost of security is the sole responsibility of the renter. A security guard contract must be submitted to the City of American Canyon no later than one week prior to the rental. If security vacates the premises before event completion, the American Canyon Police Department will be contacted and the event may be closed down.*

V. DECORATIONS AND BANNERS, ADVERTISING

1. Decoration, preparation, and clean up time must be completed during the rental hours.
2. Cellophane adhesives, nails, screws, staples, etc. in the walls or on the windows are prohibited.
3. All decorations must be fireproof or of fire-retardant material.
4. At no time shall exits or fire extinguishers be covered or obstructed.
5. The City reserves the right to remove any or all decorations/banners at any time at the expense of the individual or organization scheduled to use the facility.
6. Decorations must be removed when the group leaves the building.
7. No advertising shall be exhibited and no solicitations or sales may be made in the building or on the grounds without written permission of the City.

VI. MISCELLANEOUS INFORMATION

1. Smoking is not permitted within the facilities.
2. Other than guide dogs or assist animals for the disabled, animals are not permitted in City buildings.
3. Parking availability is not guaranteed, and on occasion may be limited. Overnight parking is NOT allowed.
4. The individual renting the facility and signing the application form shall be present at the event and shall be responsible for the control and supervision of all people in attendance at the event.
5. City approval is required for concession sales and fundraising at City facilities. Approval from the Napa County Department of Environmental Management is also required for food sales.
6. The City of American Canyon reserves the right to set the maximum number of people attending any rental function. Occupation limits are to be strictly enforced.
7. The City of American Canyon reserves the right to enforce an escalation clause, which would result in a \$10 per person charge for each person above and beyond the renter's stated maximum attendance.
8. A twenty-five percent surcharge will be added to rentals for commercial use of City facilities.
9. If a renter states that there will be no alcoholic beverages at an event, the event will be shut down if alcoholic beverages are sold, served or consumed on City premises.
10. Refund policy for cancellations:
Advance cancellation notice of 30+ days the City of American Canyon retains 10% of rental fee for an administration fee; cancellation within 15-29 days of the event, the City of American Canyon retains 50% of rental fee; cancellation of the event within 0-14 days the City of American Canyon retains 100%. Rentals at outdoor venues may be rescheduled if adverse weather results in the need to cancel the event. If the event cannot be rescheduled, a full refund will be given.

DEFINITIONS:

Resident – Person that lives within the City Limits of American Canyon.

Non-Resident – Person that does not live within the City Limits of American Canyon.

Non-Profit Organization – Bonafide clubs, organization or groups that are formed for other than commercial purposes.

Resident Non-Profit Organization - Non-profit that is headquartered in American Canyon, has more than half its membership from American Canyon or demonstrates that the rental is directed towards members/clients that live in American Canyon.

Non-Resident, Non-Profit Organization - Non-profit that is not headquartered in American Canyon, doesn't have more than half its membership from American Canyon, or cannot demonstrate that the rental is directed towards members/clients that live in American Canyon.

Active Activities Committee Organization – Resident non-profit organization that has had a representative attend a minimum of fifty percent of Activities Committee meetings during the six-month period preceding the rental request.

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City of American Canyon Aquatics Center

POOL RULES

- Swim attire must be clean and appropriate for use at a public pool
- No air filled flotation devices
- City is NOT responsible for lost or stolen property
- Persons with open sores or wounds will not be permitted in the water. All persons known to be, or suspected of being, afflicted with an infectious disease, suffering from a serious cough, cold sores, or wearing band aids shall be refused pool privileges. This is because not only are they subject to further infections themselves, but they are serious health risk to others, including employees. All swimmers are to take a shower before entering the pool
- The use of fins is not permitted during open swim
- The use of radios, tape players, and cd players is prohibited unless authorized by pool staff. Small musical devices with headphones or ear buds are permitted on the pool deck
- When the wading pool is open, use is limited to children age 5 and under. Every child using the wading pool must be supervised by a responsible person age 16 or older
- Babies and toddlers that are not potty trained must wear special "swimmers" diapers and/or use tight fitting plastic pants
- Toys are **NOT** allowed in the kiddie pool only during open swim

- No running
- Diving, flips, back dives, inward dives and backwards jumping off the edge are **NOT** allowed
- No cursing
- Spitting, spouting of water, or blowing your nose in the pool is strictly prohibited
- Any item brought to the pool deemed unsafe or an annoyance to other pool users by City staff is not permitted in the pool. At times, the manner in which the item is used may be deemed unsafe or an annoyance to other pool users
- Physical horseplay is not permitted, including chicken fights, carrying people on shoulders, tossing people into the air, pushing, hitting, wrestling and dunking. Any action considered unsafe to pool patrons is prohibited
- No throwing objects or snapping towels

- Non-swimmers and weak swimmers must remain in the shallow water, no deeper than their armpits. In no case are they permitted in deep water. When in doubt, keep them in the shallow end
- Non-swimmers less than four feet tall must be accompanied at all times in the water by a responsible person age 16 or older
- Properly fitted lifejackets are permitted, but lifejacket user must be accompanied at all times in the water by a responsible person age 16 or older
- State law prohibits dogs and other animals from being in the pool or pool area, except for seeing eye dogs and assistants to the disabled
- Distracting the attention of a lifeguard is dangerous and prohibited. Also, pretend calls for help or pretend drowning are strictly prohibited
- Patrons are allowed in the pool area **ONLY** when the lifeguard is on duty and positioned on deck
- Only the staff is allowed in the lifeguard station, storage room and pump/chemical rooms
- Any other action considered unsafe or non-beneficial to pool patrons is prohibited

- Food and drink are not permitted within ten feet of the pool water
- Alcoholic beverages, tobacco, and illegal drugs are **NEVER** permitted at the Aquatics Center
- Persons under the influence of alcohol or drugs are prohibited from using the pool
- Gum and sunflower seeds are not permitted at the Aquatics Center
- Glass containers are not permitted at the Aquatics Center