



MANITOWOC FAMILY AQUATIC CENTER RENTAL AGREEMENT

Date of Event: _____
Date of Application: _____

Title of Event: _____
Purpose of Event: _____

Event Start Time: _____AM/PM Event Finish Time: _____AM/PM

Expected attendance: (youth) _____ (adult) _____ (total) _____
Expected swimmers: (youth) _____ (adult) _____ (total) _____

Primary Event Contact: _____
Address: _____ City: _____ Zip: _____
Cell#: _____ Home#: _____ Work# _____
Email Address: _____

[] Organization Name: _____
Is the sponsoring organization a 501(c)(3) organization? [] Yes [] No

Secondary Event Contact: _____
Address: _____ City: _____ Zip: _____
Cell#: _____ Home#: _____ Work# _____
Email Address: _____

- 1. **RENTAL:** [] Manitowoc Family Aquatic Center (max capacity 573)
- [] Concession Stand
- [] Shelter (max seating: 30)

**ENTIRE FACILITY
AVAILABLE RENTAL TIMES:**
9:00am – 11:30am Monday through Thursday
 * Times may vary due to special programming. Please
 check with the office on availability.
8:00am – 11:30am Saturdays
9:00am – 11:30am Sundays
7:00pm – 8:30pm Tuesday, Thursday,
 Friday, Saturday & Sunday
 (not avail. Mon. & Wed.)

(Rental continued next page..)

<u>ENTIRE FACILITY RENTAL FEES</u>		
		<u>w/Concession Stand</u>
1 Hour	\$225.00	\$245.00
1.5 Hours	\$275.00	\$305.00
2 Hours	\$325.00	\$365.00
2.5 Hours	\$375.00	\$425.00
3 Hours	\$425.00	\$485.00
 <u>SHELTER RENTAL FEES</u>		
\$25.00 the first two (2) hours		
\$15.00 each additional hour		

SHELTER AVAILALBE RENTAL TIMES:

Anytime during normal business hours

2017: Daily 12:30pm-6:30pm

City reserves the right to limit the time the shelter is rented for any one event/request/group. Request for Shelter Rental can be made anytime the facility is open. **Shelter rental does NOT include admission to the Aquatic Center.** Group rate is available for parties of 20 or more. _____ (*initial*)

Food Request: For an additional cost, you may make a food request from the Concession Stand for the following: *Payable the day of the event at the Aquatic Park. Renter is responsible for full payment of total splash packs requested. _____ (*initial*)

Splash Pack (hot dog, small soda, popcorn or chips): Total Splash Packs requested: _____

a) The rental of the entire Manitowoc Family Aquatic Center includes the full use of all amenities available and operable at the facility on the date of the event, including the cost of lifeguards and the price of admission for all in attendance during the length of the rental. Anyone wishing to use the aquatic center before or after the rental timeframe is subject to regular admission fees. The concession stand will NOT be operable unless specifically requested. _____ (*initial*)

b) If a request is made to open the concession stand during the event, after the initial application date, the Applicant shall prepay no less than five (5) days prior to the event, unless another time is agreed to, all costs associated with the operation of the concession stand, including but not limited to the cost of the wages and benefits for employee(s) to operate the stand. Any purchases from the concession stand will be in addition to any operational costs and shall be determined by the Parks pricing schedule with payment for purchases due at the time each individual item is purchased. _____ (*initial*)

c) Applicant and all attendees to the event shall abide by ALL the rules of the Park and the Manitowoc Family Aquatic Center. _____ (*initial*)

d) The City, its employees, officials or agents shall not be liable for any injuries, death or property damage arising out of the use by the Applicant or the attendees of the rented facilities and equipment. _____ (*initial*)

2. PAYMENT: All rental and attendee costs shall be paid in full at the time of application, unless another time is agreed to by the City. Applications without full payment will not be processed and rental will not be guaranteed. All payments may be in cash, check, money order, cashier's check or credit card using Gov Pay (fees apply). _____ (*initial*)

3. INSURANCE: The City reserves the right to require a Certificate of Insurance listing the City as an additional insured for events held at the Manitowoc Family Aquatic Center. The City reserves the right to set coverage limits on said Certificates of Insurance, and all insurance shall be from a company authorized to do business in the State of Wisconsin. Said Certificates shall be submitted to the City Clerk no less than five (5) calendar days prior to the event, unless agreed otherwise, for approval by the City Attorney, and shall list the City as an additional insured. _____ (*initial*)

4. PURPOSE AND CAPACITY LIMITATIONS: The Applicant and attendees shall use the premises rented hereunder for the purpose listed above and no other purpose. No admission fee, donation, contribution or other charges shall be collected or be permitted to be collected by the Applicant, attendees, or agents of Applicant, for any reason, unless prior approval has been secured in writing from the Common Council of the City of Manitowoc. The number of persons on the rented premises during the rental period shall not exceed the stated and posted facility capacity (573). _____ (*initial*)

5. RENTAL BOOKING PERIOD AND FEES: Facility and equipment rental booking must be made at least ten (10) calendar days in advance of the rental date, unless agreed to otherwise, and no earlier than one (1) year in advance. Any rentals reserved more than six (6) months in advance may be subject to a ten to fifteen percent (10-15%) increase in cost for the rental. Facility and equipment rental are subject to change by the Parks and Recreation Committee at any time. All rentals will be subject to revised facility and equipment rental fee structure, even if reserved prior to the revision. Entry of attendees prior to the schedule booking time is not permitted. _____ (*initial*)

6. SECURITY DEPOSIT: The City reserves the right to require a security deposit for any rental. Any deposit required shall be paid in cash prior to the event. Checks will be accepted for deposits. The amount of security deposit shall be determined by the City's Parks and recreation Committee with approval by the City Common Council. _____ (*initial*)

7. SMOKING, ALCOHOL LIMITATIONS and CARRY INS: Smoking is prohibited in all City owned facilities. No alcoholic beverages shall be served or consumed on the premises during the rental period. There shall be no carry- ins at the Aquatic Center, with the exception of a celebration cake and water. _____ (*initial*)

8. CANCELLATION/REFUNDS/RESCHEDULING: The following shall apply:

1. If notification of cancellation is received by applicant at least 14 calendar days prior to the event date, all funds will be returned.

2. If notification of cancellation is received by applicant less than 14 calendar days prior to the event date, a \$50 cancellation fee will be retained by the City of Manitowoc and all other funds will be returned.

3. In the event the rental is cancelled by the City, you will be given the opportunity to reschedule your rental for another date that season (*if available*) or to receive a full refund. The City of Manitowoc reserves the right to cancel any event for any reason.

Examples may include unforeseen contamination, weather, and vandalism.

Contamination: If contamination (i.e. Feces or vomitus) occurs during your rental period by someone in your group, and we are unable to allow you back in the water due to health dept. guidelines for your safety, you and your group will be welcome to complete the remainder of your rental period by enjoying the deck, green space and sand play area. Refunds will not be given under these circumstances.

Weather: For everyone's safety, it is our policy that patrons are not allowed in the pool or on the pool deck during a thunder or lightning storm. Should your rental date fall on a day when inclement weather is forecasted, see #4 below. Check out our webpage at www.manitowoc.org/aquaticcenter for our weather & cancellation policy.

4. Applicant may re-schedule for another date within the same season 24hrs prior to the scheduled event, due to an inclement weather forecast, however, if applicant chooses to proceed with event and inclement weather causes the pool/deck areas to be closed, event will not be re-scheduled and refund will not be given.

_____ (*initial*)

9. LOST & FOUND ARTICLES: The City of Manitowoc shall not be responsible for personal belongings left, lost or stolen on the rental premises. _____ (*initial*)

10. VIOLATIONS OF CONDITIONS OF USE: Violations of any of the terms or conditions of this Application shall result in a forfeiture of all amounts paid and is subject to damages, costs and penalty fees incurred by the City, as well as subject to forfeiture under the City ordinances, state law or federal law. All costs and fees shall be cumulative. _____ (*initial*)

LEGAL NOTICE:

I have read the above and understand the filing of this application does not guarantee the use or rental of the facilities without payment in full. I also understand that all organizers and attendees must comply with all applicable City ordinances, State laws, Federal laws, as well as, all the rules of the Aquatic Center and the Manitowoc Parks and Recreation Department. I further understand that an incomplete application, including non-payment, may be cause for the denial of the rental.

The undersigned agrees to indemnify and hold the City of Manitowoc harmless for any and all damages, personal injury, death or claims of any kind arising out of or occurring during this event. It is further agreed that all personal property of any kind brought on the premises shall be at the sole risk of the undersigned, and their individual attendees, and that the City of Manitowoc shall not be liable for any injury, loss or damage to said property or injury or death to any persons on the premises. The undersigned agrees to be responsible for any damage caused to said facility or equipment by mischief or negligence of attendees. By signing, I acknowledge that I have authority to bind the sponsoring organization or as an individual Applicant, I assume liability during the event. I acknowledge that I agree to be bound by all requirements as stated in this application.

The Applicant states s/he will use the rented premises hereunder for the stated event and no other event. In the case that an event, other than the one stated is held, City reserves the right to cancel or close the event at its sole discretion, and Applicant shall forfeit any deposit or amounts paid for said event.

Signature of Primary

Applicant: _____ Date: _____

Print Name: _____

Signature of Secondary

Applicant (if applicable) _____ Date _____

Print Name: _____

ADMINISTRATION OFFICE USE ONLY	
AMOUNT DUE	\$
Payment - Date Rec'd:	\$ (Due at time of application)
Payer Name: [] Cash [] Check [] CC (staff initials):	
Rental [] Approved [] Denied (Staff Name & Date):	
If denied, state reason:	
Refund Amt – (Staff Initials & Date):	\$
Reason for refund:	
Special Requests	