



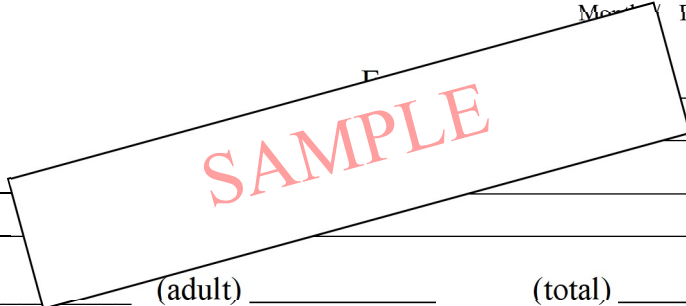
MANITOWOC FAMILY AQUATIC CENTER FACILITY RENTAL APPLICATION AND AGREEMENT

Date of Event: _____ / _____ / _____

Month / Date / Year

_____ AM/PM

_____ AM/PM



Title of Event: _____

Purpose of Event: _____

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

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

Primary Event Contact: _____

Address: _____ City: _____ Zip: _____

Primary Number: _____ Secondary Number: _____

Email Address: _____

Organization Name: _____

Is the sponsoring organization a 501(c)(3) organization? Yes No

Secondary Event Contact: _____

Address: _____ City: _____ Zip: _____

Primary Number: _____ Secondary Number: _____

Email Address: _____

Manitowoc Family Aquatic Center (max capacity 573)

Concession Stand

Shelter by Concession Stand (max seating: 30)

Shelter by Sand Play/Splash Pad Area (max seating: 30)

ENTIRE FACILITY AVAILABLE RENTAL TIMES:

Friday, Saturday, or Sunday 9:45-11:45 am

Friday, Saturday, or Sunday 7:00-8:30 pm

Tuesdays 6:30-8:30 pm

SHELTER AVAILALBE RENTAL TIMES:

Anytime during normal business hours. Does not include general admission.

Normal hours can be found on the MFAC website.

ENTIRE FACILITY RENTAL FEES

*w/Concession

1 Hour	\$300.00	\$330.00
1.5 Hours	\$350.00	\$380.00
2 Hours	\$400.00	\$430.00

*Fees subject to change.

*Fees subject to taxes.

SHELTER RENTAL FEES

\$25.00 the first two (2) hours

\$25.00 each additional hour

*Fees subject to taxes.

Please read each of the following sections thoroughly. By initialing below, the applicant agrees to the following terms and conditions. Incomplete applications will not be considered.

1. RENTAL: The City reserves the right to limit the time the shelter is rented for any one event/request/group. Request for a 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)*

Concessions: There are a variety of snacks & drinks available at the concession for purchase during normal business hours. _____ *(initial)*

a) The rental of the entire Manitowoc Family Aquatic Center includes the full use of all amenities available and operable at the facility (a full listing of amenities can be found at www.Manitowoc.org) on the date of the rental, including the cost of lifeguards and the price of admission for all attendees during the rental period. Anyone wishing to use the Aquatic Center before or after the rental period is subject to regular admission fees and restrictions. **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 application is submitted, the Applicant shall prepay 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, no less than 5 days prior to the event. Any purchases from the concession stand are 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 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. Payments may be made by cash, check, money order, cashier's check or credit card (fees apply). _____ *(initial)*

3. INSURANCE: The City reserves the right to require a Certificate of Insurance evidencing coverage with sufficient limits and listing the City as an additional insured for events held at the Manitowoc Family Aquatic Center. When required, 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 5 calendar days prior to the event. _____ *(initial)*

4. PURPOSE AND CAPACITY LIMITATIONS: The Applicant and attendees agree to use the premises for the above titled event and for no other purpose. Applicant may not charge or collect an admission fee, donation, contribution or other participation fee from attendees for access to the facility unless prior approval has been secured in writing from the Public Infrastructure Committee of the City of Manitowoc. _____ *(initial)*

5. RENTAL BOOKING PERIOD AND FEES: Facility and equipment rental booking must be made at least 14 calendar days in advance of the rental date or 30 days in advance for exclusive facility use during normal business hours, unless agreed to otherwise. Bookings shall not be made more than 1 year in advance. Entry of attendees prior to the schedule booking time is not permitted. _____ *(initial)*

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

1. Applicants may cancel a reservation up to 14 days before the scheduled event for a full refund. Cancellations received less than 14 days before the scheduled event are subject to a \$50.00 cancellation fee. The balance of money submitted will be refunded.

a. Shelter Rental: Shelter rental cancellations received less than 14 days before the scheduled event are will result in no refund given.

2. The City of Manitowoc reserves the right to cancel any event for any reason. If your event is cancelled by the City, you will be given an opportunity to reschedule or to receive a full refund.

Reasons the City may cancel your event include, but are not limited to, 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: 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. Our weather and cancellation policy is viewable online at www.manitowoc.org/aquaticcenter .

3. Applicants may reschedule their event for another date within the same season at no extra cost if the event was cancelled at least 24 hours prior to the scheduled event, due to an inclement weather forecast. If Applicant proceeds with an event and inclement weather causes the facility to close, no refunds will be given. Facility staff will contract Primary Event Contact as soon as possible to notify of closure. _____ (*initial*)

7. CARRY INS, SMOKING and ALCOHOL LIMITATIONS: Smoking is prohibited in all City owned facilities. Alcoholic beverages may not 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 within the concession area only. _____ (*initial*)

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

9. 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 Applicant may be further subject to damages, costs, and penalty fees. All costs and fees shall be cumulative, applicant and attendees are subject to federal, state and local laws while on City property. Violations of law may subject persons to civil or criminal penalties. _____ (*initial*)

