

FACILITY RENTAL AGREEMENT - POOLS

DE PERE PARK & RECREATION DEPARTMENT

925 S. Sixth Street, De Pere, Wisconsin 54115

Phone (920) 339-4065; Fax (920) 339-4071

POOL: _____

DAY & DATE: _____ TIME: _____ Approx. # of people: _____

APPLICANT/ ORGANIZATION: _____ EVENT: _____

ADDRESS: _____ CITY/ZIP: _____

PHONE - HOME/CELL: _____ WORK: _____

CONTACT NAME: _____ E-MAIL ADDRESS: _____

FOR OFFICE USE

RENTAL FEE: _____ DEPOSIT REQUIRED: _____ DEPOSIT PAID ON: _____ RECEIVED BY: _____
(Acct: 100-46723) *Initials*

ATTENDEE # CONFIRMED ON: _____ FULL FEE PAID ON: _____ RECEIVED BY: _____
(Acct: 100-46723) *Initials*

Attendee and Balance Due on or before: _____

This agreement by and between the Parks & Recreation Department of the City of De Pere ("City") and of N/A ("Renter").

For and in consideration of rental fee and other required stipulation hereinafter made, the City hereby authorizes and permits occupancy and use of the premises known as **Legion Pool/VFW Pool (circle one)** for recreational purposes during the rental period when such facility is not open to the general public.

Renter agrees to indemnify and hold harmless the City, its employees, officials and officers from any and all damage, or loss; or liability of any kind whatsoever occasioned upon and/or within the rented premises (as described in this agreement) or ways or walks or concourse adjacent thereto, occasioned by any property damage or injury to or death of any person or any act or omission, neglect or wrong doing of the Renter or any of his, her, and/or its officers, agents, representatives, assigns, guests, employees, or other persons admitted by the Renter to the premises, and the Renter will, at his, her, and/or its own cost and expense, defend and protect the City against any and all such claims or demands. In addition, organizers using City park property or facilities agree to comply with the Americans with Disabilities Act and will seek to locate or relocate their activities to more accessible locations upon the reasonable request from a person with disabilities.

Renter also acknowledges receipt of a copy of the Facility Use Policies located on the back of this agreement and agrees to abide by all the rules and regulations formulated by the Board of Park Commissioners and/or City Council for the use of City buildings and facilities; and to adhere to all specific terms and limitations listed.

CITY
Signature _____

Print Name Marty Kosobucki, Directory of Parks,
Recreation & Forestry acting for the
Board of Park Commissioners

Date _____

RENTER
Signature _____

Print Name _____

Date _____

Take this rental agreement with you to the pool the day of your event to show you have rented the pool. If you encounter any problems with someone occupying the pool, or have a major problem with the pool that would require immediate attention, contact 339-4078 for assistance.

FACILITY USE POLICIES ON BACK

FACILITY USE POLICIES

(1) DEPOSITS

50% of rental fee due at reservation. The remaining 50% is due no less than 2 weeks before the event. Deposit refunds are as provided below. Deposits are not transferrable.

(2) REFUNDS AND CANCELLATIONS

A full refund of the rental fee for a cancellation of a reservation will be given if the facility can be rented to another party for the date cancelled. A \$10 charge will be assessed to all refunds. In case of cancellation of the rental by the De Pere Parks and Recreation due to inclement weather, mechanical problems, etc., De Pere Parks and Recreation will attempt to reschedule the rental or issue a full refund.

(3) CONFIRMATION OF NUMBER OF ATTENDEES

The number must be confirmed at least 14 days before the event to ensure proper staffing and pricing. In the event a firm number of attendees is not provided as required, the agreement is subject to cancellation and no refund of deposit.

(4) DAMAGE POLICY

It is the Renter's responsibility to inspect the facility and report any problems. Charges will be assessed to the renter for any damages, cleaning, or other services required. Additional charges will be assessed based on time and material rates. Violation of the terms of use may result in denial of future reservation requests. No additions, alterations, or changes to the park grounds, structures, or buildings are permitted without the written permission of the De Pere Parks & Recreation Department.

(5) WATER TOYS/INFLATABLES

Only pool toys and equipment provided at the pool are permitted in the pool. Users may not bring in their own inflatables or other items considered an obstruction for lifeguards.

(6) FOOD/DRINK

No food and no alcoholic beverages are permitted in any of the areas rented. Plastic water bottles only are permitted in the rented areas.

(7) NOISE

No person may create, assist in creating, permit, continue or permit the continuance of any unreasonably loud, disturbing, or unnecessary noise as may tend to annoy, inconvenience, disturb or cause discomfort to any person, or to the comfortable enjoyment of property. No person occupying or having charge of any building or premises shall cause, suffer or allow any loud, excessive or unusual noise in the operation or use of any sound making or reproducing device so that such loud, excessive or unusual noise disturbs the comfort, quiet or repose of persons therein or in the vicinity.

Renter may utilize sound amplification equipment located at the pools. Renter may not bring in/allow others to bring in any sound amplification or noise generating equipment.

(8) OTHER RENTER RESPONSIBILITIES

Renter shall be responsible for all activities that occur on the premises and shall remain on the premises the entire rental period.

Renter agrees to exercise due care in preservation of the premises and to prevent unauthorized persons on premises during all usage periods.

Renter and all guests shall comply with all posted pool rules and to all direction or commands from any lifeguards and/or pool managers.

Rental times include any necessary setup, take-down and cleanup. Failure to vacate premises or have premises cleaned up by the end of the rental time will result in additional rental fees being assessed.