

FITNESS CENTER POOL RENTAL POLICIES AND PROCEDURES

USAGE POLICIES AND PROCEDURES

1. Applications shall be issued only to responsible adults who shall be in attendance at the function for which application is made.
2. All applications for use of facilities must be submitted at least two (2) weeks and not more than 90 days, prior to the time of use. This does not apply to City sponsored or co-sponsored activities.
3. City government functions and City recreation programs shall have first priority on use of all facilities. Furthermore, previously scheduled uses may be cancelled for City functions and programs.
4. All persons or organizations using a facility will be expected to abide by all Federal, State and Municipal laws particularly DMC 9.20 regarding Conduct in Parks. Smoking is not allowed inside City buildings or enclosed outdoor areas, DMC, Chapter 6.20.060. Smoking is prohibited and is unlawful in all public parks located in the City and is unlawful in all public areas including but not limited to public sidewalks, streets, and alleys, located within 25' of the boundary of the public park. 6.20.60. (A "Public Park" includes "recreation center" "buildings, structures, facilities.") Possession of alcoholic beverages is strictly prohibited.
5. Children under 5 years of age must be accompanied by a responsible individual 16 years or older and there must be one responsible individual in attendance for every 10 children under 16 years of age. **All persons wishing to enter the pool are required to provide a signed City of Duarte waiver form. Children under 18 years old must provide a waiver signed by his or her parents or legal guardian. There are no exceptions. Copies of forms will be provided upon application approval.**
6. Eating and drinking are permitted only in designated areas for parties only. Glass containers are not permitted anywhere on the facility.
7. A member of the City staff shall be on duty at all times while the facilities are being used, and shall have full access to all activities at any time in order to insure that all rules, regulations, City and State laws are being observed.
8. The City will not be held responsible for loss, damage or theft of equipment or personal articles owned, leased or rented by people utilizing the facilities.
9. Theft, damaged or items missing from the facility that are the property of the City of Duarte shall be the financial responsibility of the applicant and are subject to replacement at cost.
10. If decorations are contemplated for any program, their use must have prior approval from the Parks and Recreation Department. No group may hammer, tape, stick or staple anything to floors, walls or ceilings. Decorations may only be placed as designated by a City representative.
11. Unruly behavior, such as shouting and profanity, is prohibited.
12. Bicycles may be ridden and parked only in designated areas.
13. The possession of a weapon or other dangerous devices will subject the possessor to immediate removal from the premises and to possible arrest and prosecution.
14. A certificate of insurance for a minimum of \$1,000,000, naming the City of Duarte as additionally insured, will be required of all public events, and others whenever it is in the best interest of the City of Duarte.

CLASSIFICATIONS

1. Base Rate
Any and all uses by non-residents
2. Resident Discount Rate (50% discount of Base Rate)
A resident group is defined as an organization whose membership is composed of at least 51% Duarte residents. A resident is defined as a person who resides within the incorporated City of Duarte or that operates a business within the City of Duarte and has been issued a current business license.

RENTAL FEES

<u>Size of Party</u>	<u>Non-Resident Hourly Rate</u>	<u>Resident Hourly Rate</u>	<u>Lifeguard Hourly Rate</u>
50 and under	\$ 120.00	\$ 60.00	\$ 20.00
51 to 100	\$ 150.00	\$ 75.00	\$ 20.00
101 to 125	\$ 200.00	\$ 100.00	\$ 20.00
126 to 200	\$ 300.00	\$ 150.00	\$ 20.00
Cleaning/Damage Bond	\$ 200.00	\$ 200.00	

Lifeguard Requirements

1-20 swimmers	2 guards
21-200 swimmers	3 guards
Both pools rented	4 guards

The pools may be rented for instructional purposes after-hours. This option is available only for non-profit classes that don't conflict with the Fitness Center Swim Program.

<u>Size of Class</u>	<u>Non-Resident Hourly Rate</u>	<u>Resident Hourly Rate</u>	<u>Lifeguard Hourly Rate</u>
Any Scuba class	\$ 40.00	\$ 40.00	\$ 20.00
10 and under	\$ 40.00	\$ 40.00	\$ 20.00
11-20	\$ 50.00	\$ 50.00	\$ 20.00
Cleaning/Damage Bond	\$ 100.00	\$ 100.00	

Administrative Fees: Any cleaning and damage charges deducted from the bond will also be assessed administrative fees of 15%.

Locker and shower facilities are available at no extra charge during Fitness Center open hours only. The Fitness Center does not provide towels or soap. Adults may use lockers but children under 16 years of age must use a bag, which the Fitness Center provides. Use of locker rooms during after-hours requires payment of an additional fee of \$25.00 per hour.

1. Final approval is granted upon payment of fees. The facility rentals are subject to automatic cancellation if balance of fees are not paid 2 weeks prior to use.
2. Reservations may be cancelled by applicant and all fees returned up to 60 calendar days prior to the event. Deposit fee will be retained if reservations are cancelled 60-14 calendar days prior to event. All fees will be retained if reservations are cancelled less than 14 calendar days prior to event.
3. Cleaning and damage bond is refundable by a City warrant subject to the condition of facility or other reasons, and will be returned by mail approximately 3 weeks after date of use. The facility must be cleaned and returned to the condition at which it was rented.
4. A non-refundable deposit will be required upon approval of application in order to secure the activity date.

If total fees are under \$200.00, a \$50.00 deposit is necessary.
If total fees are over \$200.00, a \$100.00 deposit is necessary.

**DUARTE FITNESS CENTER POOL RENTAL
APPLICATION AND AGREEMENT**

Date: _____

Name of Organization/Responsible Person: _____

Address: _____ Telephone: _____
 Street Address City Bus. Phone: _____

Identification _____ or _____
 (Drivers License No.) (Calif. I.D. Card No.)

Date of Use: _____ Time: From _____ am/pm To _____ am/pm

Purpose of Rental: _____

Estimated Attendance: Adults _____ Teens _____ Children _____ Total _____

Admission/Donation: _____ What will proceeds be used for: _____

By signing below I am certifying that I have read and understand the Policies and Procedures pertaining to the requested facility use and agree that I am responsible for their enforcement and that I must be present at the event on the date requested. I hereby certify that I shall be personally responsible on behalf of this organization for any damage or unnecessary abuse of any building, grounds, or equipment resulting out of the occupancy of said premises by our organization. I certify that all the above statements are true and correct. I understand that any misstatement or omission of a material fact may be sufficient cause for cancellation of use of the building. I am aware that all rental fees are due and payable eight (8) working days in advance of the activity. I am aware that all participants in my group wishing to enter the pools will be required to provide a signed waiver, and if under 18 years old, a waiver signed by his or her parents or legal guardian.

 Signature of Applicant Street Address City Phone

For Official Use Only

Application Approved: _____ Application Denied: _____ Classification: _____

<u>Fees:</u>		<u>Deposit:</u>	
Rental Fee _____ hrs. @ \$ _____	\$ _____	Amount:	\$ _____
Lifeguard Charges	\$ _____	Date Received:	_____
Locker Room Charges	\$ _____	Received By:	_____
Cleaning/Damage Deposit	\$ _____	Balance Due:	\$ _____
Miscellaneous Charges		Balance Due Date:	_____
_____	\$ _____	Balance Paid:	
_____	\$ _____	Amount:	\$ _____
		Date Received:	_____
TOTAL FEES:	\$ _____	Received By:	_____

 City Manager or Authorized Designate

After Use Inspection

Condition of pools: _____ Good _____ Fair _____ Poor
 Condition of locker rooms: _____ Good _____ Fair _____ Poor
 If poor, explain: _____

Should deposit be returned? _____ Yes _____ No

 Signature of Employee on Duty