

Manitowoc Family Aquatic Center RENTAL AGREEMENT

1. Name/Description of Event: _____
2. Date of Application ____/____/____ Date of Event: ____/____/____
3. Time Event will start: _____ AM/PM Finish Time: _____ AM/PM
4. Number of anticipated attendees to event _____
5. Name and complete address of Organization/Individual requesting rental:

Name of organization, if applicable

Telephone # (____) ____ - _____

Name (first, middle, and last) of Applicant

Business # (____) ____ - _____
(if applicable)

Street Address

Date of Birth ____/____/____
of applicant

City, State, ZIP

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

6. Email address of Applicant: _____

7. Rental:

Manitowoc Family Aquatic Center _____ Shelter _____

1. The rental of the 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. The concession stand will **NOT** be operable unless specifically requested.
2. If a request is made to open the concession stand during the event, 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.
3. Applicant and all attendees to the event shall abide by **ALL** the rules of the Park and the Manitowoc Family Aquatic Center.
4. 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.
5. There is an additional cost assessed per attendee admitted to the rental event.
COST PER ATTENDEE TO EVENT: \$ _____ (for shelter rental only)

MANITOWOC FAMILY AQUATIC CENTER RENTAL

- 1 hour Rental \$225.00 or \$240.00 w/ concession stand
- 1 ½ hr Rental \$275.00 or \$290.00 w/ concession stand
- 2 hour Rental \$325.00 or \$355.00 w/ concession stand
- 3 hour Rental \$425.00 or \$470.00 w/concession stand

SHELTER RENTAL: \$25.00 for the first two hours. \$15.00 each additional hour. 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.

Food Request from Concession Stand: _____ Time needed _____
(All food items will be additional cost.)

All rental and attendee costs shall be paid in full a minimum of ten (10) calendar days prior to the event to reserve and guarantee the facility requested, unless another time is agreed to by the City. Applications without payment will not be processed and rental is not guaranteed. All payments shall be in **CASH OR BY CREDIT CARD, NO CHECKS** shall be accepted. Rentals are on a first full payment bases.

- 8. Entire Facility Rental times available:**
- | | |
|--------------------------|---------------------------|
| Saturday mornings | 8:00 am – 11:00 am |
| Sunday mornings | 9:00 am – 11:00 am |
| Evenings | 7:00 pm – 8:30 pm |

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.

9. 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.

10. 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 rental will be subject to revised facility and equipment rental fee structure, even if reserved prior to the revision. Entry of attendees prior to the scheduled booking time is not permitted.

11. SECURITY DEPOSIT: The City reserves the right to require a security deposit for any rental. Any deposit required shall be paid in cash or with a credit card prior to the event. Checks will not 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.

- 12. SMOKING AND ALCOHOL LIMITATIONS:** Smoking is prohibited in all City owned facilities. No alcoholic beverages shall be served or consumed on the premises during the rental period.
- 13. CANCELLATION:** In the event the rental is cancelled by the Applicant, or their agent, the City shall retain the full rental fee. In the event the rental is cancelled by the City, full refund shall be granted to Applicant. The City of Manitowoc reserves the right to cancel any event for any reason.
- 14. LOST & FOUND ARTICLES:** The City of Manitowoc shall not be responsible for personal belongings left, lost or stolen on the rental premises.
- 15. 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.

16. 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 Applicant: _____ Date: _____

Print name: _____

APPLICATION COMPLETE AND ALL FEES PAID DATE: _____

SIGNATURE FOR APPROVAL OF RENTAL: _____