

**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 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 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 ensure 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, railings, walls or ceilings. Decorations may only be placed as designated by a City representative. A maximum of two (2) adults will be allowed to access pool ½ hour before event for setup. No children allowed during setup time.
11. Upon request the City will provide a maximum of 6 tables and 36 chairs for event.
12. Unruly behavior, such as shouting and profanity, is prohibited.
13. Bicycles may be ridden and parked only in designated areas.
14. 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.
15. 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. Resident Discount Rate (50% discount of Non-Resident 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<br/>Hourly Rate</u> | <u>Resident<br/>Hourly Rate</u> | <u>Lifeguard<br/>Hourly Rate</u> |
|----------------------|-------------------------------------|---------------------------------|----------------------------------|
| 50 and under         | \$ 120                              | \$ 60                           | \$ 20                            |
| 51 to 100            | \$ 150                              | \$ 75                           | \$ 20                            |
| 101 to 125           | \$ 200                              | \$ 100                          | \$ 20                            |
| 126 to 200           | \$ 300                              | \$ 150                          | \$ 20                            |
| Cleaning/Damage Bond | \$ 200                              | \$ 200                          |                                  |

Lifeguard Requirements

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

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.

1. Final approval is granted upon payment of fees. The facility rentals are subject to automatic cancellation if balance of fees are not paid two 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.

Total fees are under \$200: \$50 deposit required  
Total fees are over \$200: \$100 deposit required

\_\_\_ # 100-4403 - Lifeguard  
 \_\_\_ #100-2120 - Deposit

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

\_\_\_ # of Guards  
 \_\_\_ Competition/Big Pool  
 \_\_\_ Training/Small Pool

Date: \_\_\_\_\_

Name of Organization/Responsible Person: \_\_\_\_\_

Address: \_\_\_\_\_ City/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ 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 _____ X _____ X \$20 | \$ _____ | Date Received:       | _____    |
| <small># Guards Hours</small>          |          | Received By:         | _____    |
| Cleaning/Damage Deposit                | \$ _____ | Balance Due:         | \$ _____ |
| Miscellaneous Charges                  |          | Balance Due Date:    | _____    |
| _____                                  | \$ _____ | <u>Balance Paid:</u> |          |
| _____                                  | \$ _____ | Amount:              | \$ _____ |
|  |          | Date Received:       | _____    |
| TOTAL FEES:                            | \$ _____ | Received By:         | _____    |

\_\_\_\_\_  
 Director of Parks and Recreation 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