

Application must be signed and returned thirty (30) days prior to using the facility.

## School District of Waukesha

### Contract for use of the Waukesha South High School Natatorium

This document shall serve as a contract of agreement between the School District of Waukesha and the undersigned group (herein called renter)

**Date(s) of Rental:** \_\_\_\_\_  
**Time In:** \_\_\_\_\_ **Time Out:** \_\_\_\_\_  
**Renting Organization:** \_\_\_\_\_  
**Renting Contact:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
 \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
**Event Description:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Facilities to be used:**

- Pool
- Locker Rooms
- Concession Stand
- Cafeteria
- Gymnasium (subject to availability); additional hourly cost may apply
- Bleachers (South Side)
- Bleachers (North Side, see addendum)
- Timing System
- Diving Boards

**Lane Line Configuration:**

- 8 Lane
- 10 Lane
- No Lane Lines

**Bulkhead Position:**

- End of Pool
- Middle of Pool
- At 25 Yards
- At 25 Meters

**Other Services:**

- Lifeguard\*\*

**Fees**

The renter agrees to pay the Waukesha Express Swim Team for use of the specified families and services as follow:

	Item	Rate	Duration	Total
<b>Facility</b>	_____	_____	_____	_____
<b>Express Supervision/Staff</b>	_____	_____	_____	_____
<b>Custodial Cleanup</b>	_____	_____	_____	_____
<b>Other</b>	_____	_____	_____	_____

**Estimated Total\***

\*Additional charges may apply for unforeseen custodial charges, damage to the facility, etc.

\*\*Lifeguards: For meets, it is the responsibility of the host team to pay to have 2 lifeguards on site while the meet and warm-up is being conducted. For open swims, permits will not be issued for use of the pool unless a person with a Red Cross Basic Life Guarding Certificate is on duty. Once such person will be required for each 60 people in attendance. Lifeguard certification must be shown by the holder or be previously on file with the School District of Waukesha.

- Our organization (renter) will supply the lifeguards
- Waukesha Express Swim Team will supply lifeguards at above rate of \$15.00/hour

Name of lifeguard(s) (if supplied by Renting Organization):

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### **INSURANCE/LIABILITY**

1. Renter agrees to provide a \$3.5 million (\$3,500,000) insurance policy naming the School District of Waukesha and the Waukesha Express Swim Team as additional insureds. The policy should minimally include coverage for bodily injury and property loss. The renter will provide the School District of Waukesha documented proof of insurance within TEN (10) days of the signed contract date. The School District of Waukesha and the Waukesha Express Swim Team will not provide insurance coverage for the renter or the renter's delegates, staff, or guests. The School District of Waukesha and the Waukesha Express Swim Team must necessarily disclaim any responsibility for valuables lost while on the premises.
2. Renter agrees to defend, indemnify, and hold harmless the School District of Waukesha and the Waukesha Express Swim Team from any negligent acts or omissions committed by the renter's members, staff, guests, participants and agents, and accepts liability for all such acts.
3. The renter will reimburse the School District of Waukesha for any equipment, facilities and/or property damaged or lost while in use by the renter.

### **RENTER'S RESPONSIBILITIES**

4. Renter agrees to respect all property at Waukesha South High School. Altering of the facilities, including moving parts or equipment, without the facilities manager's prior approval, is a violation of this contract and appropriate fees may be assessed.
5. Renter agrees that all staff, guests, members, participants, booth operators, third-party rental agencies, and display artists are under the direction of the Renter and are to be considered Renter's agents. Renter agrees to identify a responsible person as the Renter's contact for all matters and communication with the Waukesha South Natatorium Facility manager.
6. The renter agrees to abide by any School District or Waukesha Express exclusivity agreements regarding concession and/or apparel sales within the facility. The renter agrees to abide by any guidelines defined by the School District or Waukesha Express regarding parking and entrance to the facility.
7. If Renter is planning on using the concession stand or cafeteria and selling beverages, they must be purchased through the Waukesha Express Coca-Cola Distributor. No offsite purchased beverages will be allowed to be sold at the Waukesha South Natatorium.

**DEPOSIT/BILLING**

- 8. In order to confirm space and/or services, a deposit or amount set forth in this contract is due prior to the scheduled event. The deposit policy is as follows:
  - \$250 per meet day due at contract signing
  - Balance due upon the conclusion of the scheduled event
- 9. The Waukesha Express Swim Team will bill renter for all facilities and rendered services upon conclusion of the scheduled event. All bills are due upon receipt, and checks should be made payable to: WAUKESHA EXPRESS SWIM TEAM. Payment must be received within 10 days of the conclusion of the meet or late fees may be assessed.
- 10. Damage charges, which cannot be accurately evaluated and/or assessed prior to Renter leaving the facility, will be billed by the School District of Waukesha as soon as it is practical. All bills are due upon receipt.
- 11. Renter agrees that if they fail to pay charges or any part thereof in accordance with the agreement, or if Renter violates any other provisions of the agreement, all remaining obligations of the School District of Waukesha and the Waukesha Express Swim Team under the agreement shall, at the option of the School District of Waukesha and the Waukesha Express Swim Team, cease and be terminated.

**PARKING**

- 12. All host teams conducting meets at the Waukesha South Natatorium will instruct its members to park in the faculty lot. The entrance to this lot is located on Roberta Ave. Any vehicles at the facility parked in areas specifically designated for Waukesha South Faculty and Staff and/or Custodial Maintenance will be ticketed.

**Summer Start Times**

- 13. Any meet being held in June, July, or August may not start before 9:00 a.m. with warm ups not starting before 8:00 a.m.

**Meet Management**

- 14. See the attached meet management addendum.  
The School District of Waukesha and the Waukesha Express Swim Team reserves the right to cancel this contract due to conflicts that may arise, or if not signed and returned to the Facilities Manager within 10 days of the contract date.

\_\_\_\_\_  
Reviewed by Waukesha South High School  
Athletic Director

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Date Reviewed

\_\_\_\_\_  
Officer or Sponsor Name

Recommended       Not Recommended

\_\_\_\_\_  
Signature of Officer or Sponsor

\_\_\_\_\_  
Waukesha Express Acknowledgement

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Phone

Sign and return with deposit. Check should be made payable to: Waukesha Express Swim Team.  
Mail to: Waukesha Express Swim Team, Attention: Natatorium Facilities Manager, P.O. Box 1874, Waukesha, WI 53187