



Aqua Club, Inc. Pool Rental Application

As part of its ongoing efforts to provide a variety of recreational, educational, competitive, and social programs to its members, Aqua Club, Inc. (the “Club” or “Aqua Club”) is accepting pool rental applications from interested organizations. Applications should be completed and submitted to the Manager of Aqua Club by 5:00 p.m. on May 15 2023. Applications received after that time will be considered as space is available on a first-come, first-served basis and should be submitted at least ten (10) business days before commencement of the proposed rental. Aqua Club may consider rentals on shorter notice, if possible.

Applications will be evaluated with the intent of selecting one or more organizations that serve the needs of Aqua Club’s members and align with Aqua Club’s mission and values. Aqua Club reserves the right to reject any and all applications for any reason or no reason whatsoever, to amend or change the application process or procedures, to waive any technicalities or informalities, and to rent Aqua Club premises and facilities in any manner that Aqua Club deems appropriate in its sole and absolute discretion. Submission of an Application is not a rental reservation and is not a guarantee of availability, staffing, and/or approval. A rental will be confirmed only after evaluation of an Applicant’s Application; Applicant’s submission of a current business license, organizational bylaws, and insurance, lifeguard, CPR, and first aid certifications; completion of an Applicant interview, if applicable; and execution of a Rental Agreement.

AQUA CLUB’S MISSION

To create a lifetime of memories for members as we swim, play and gather. Our tradition of excellence can be seen in our recreational, educational, competitive and social programs, our welcoming atmosphere and our shared sense of community

WE VALUE

Health: We promote the health of our members by offering athletic and social programs for members of all ages, skill levels and interests.

Community: We are leaders in our community. We are good neighbors. We build connections among our members and among the communities of which we are a part.

Diversity: We celebrate the uniqueness of each individual and recognize that our club is stronger, and our experience is richer when we welcome people of all backgrounds.

Inclusion: We invest in programs that are open to and welcoming of all members, families and guests. We strive to provide equal access to opportunities and resources, especially to those who have been historically marginalized.

Stewardship: We are thoughtful and responsible stewards of our land, financial and member resources. We are grateful and we are committed to environmental and social responsibility.



Applicant/Renter Organization Name:

Tax ID No. / EIN:

Primary Contact Name:

Primary Contact Phone:

Email:

Billing Address:

Apt./Unit No.:

City:

State:

Zip:

RENTAL RATES

All rentals shall be subject to terms and conditions set forth in the Rental Agreement and may include Aqua Club’s pool, pool deck, and locker rooms. Unless otherwise expressly agreed in writing, rentals do *not* include the Clubhouse, office, baby pool, basketball court, or tennis courts. The current rental rates are as follows:

Whole Pool (Six Lanes): \$115 per hour
Whole Pool (Six Lanes) *with water polo goals*: \$135 per hour
Portion of Pool: \$22 per lane per hour

All rates exclude applicable taxes and fees. All rates are subject to change from time to time, in Aqua Club’s sole and absolute discretion and with or without prior notice, are adjusted at least annually. If the Aqua Club premises or facility, in whole or in part, becomes unavailable on a date reserved, Renter’s sole claim for relief shall be limited to the return of any monies deposited with Aqua Club related to the affected rental. Aqua Club does not represent, warrant, or guaranty that on the date of the rental the Aqua Club premises or facility will be of the same appearance and condition as found on the date of this Application or the execution of the Rental Agreement.

RENTAL CATEGORY

- Public School / Official School Program
- Non-profit Organization (Proof of 501(c)(3) status required)
- Private Business or Organization
- Other. Explain:

EVENT/RENTAL INFORMATION

Event Title / Purpose of Use:

Estimated Attendance:

Date(s) Requested:

Time(s) Requested:

Space Requested: Whole Pool Portion of Pool

If a portion of the pool, how many lanes?

Set-up Needed: Yes No

If yes, describe:

Clean-up Needed: Yes No

If yes, describe:

Is there a cost or fee charged to attendees? Yes No

If yes, describe:

Lifeguards:

- Applicant to provide lifeguard (proof of current lifeguard, CPR, and first aid certifications required); or
- Pay Aqua Club to staff it at \$25.00 per hour per lifeguard.

For swim team or lessons, diving team or lessons, water polo, synchronized swimming, water aerobics, and other recreational, educational, competitive, or social programs, what ages and abilities will Applicant provide at Aqua Club? (Check all that apply)

Age Groups

Program Categories

- 6 & Under
- 7 - 10
- 11 - 14
- 15 -18
- Adults

- Lesson – Introductory or beginner
- Team or Lesson – Intermediate; non-competitive
- Team – Advanced; competitive (5-6 days/week)
- Team – Intermediate; competitive (2-3 days/week)
- Other – Describe: 15-18

Will there be any meets, games, competitions, matches, or other events that include other organizations? Yes No

If yes, describe:

APPLICANT AND PROGRAM INFORMATION

Identification and Description of Organization. Describe Applicant's background and qualifications for providing swim team or lessons, diving team or lessons, water polo, synchronized swimming, water aerobics, and other recreational, educational, competitive, or social programs.

Other Facilities. Identify the names and locations of any other facilities that the Applicant currently uses, the average number of hours used per month at each facility, and whether each facility will continue to be used if this Application is accepted.

Applicant's Staff. Identify the Applicant's staff, qualifications, certifications, and length of tenure or service to the Applicant.

Support of Aqua Club Membership. Aqua Club intends to have its premises and facilities used in a way that serves the needs of its members. Other than payment of rental fees, how does Applicant's proposed rental benefit Aqua Club's members?

Applicant's Values and Mission. Aqua Club seeks organizations that serve the needs of Aqua Club's members and align with Aqua Club's mission and values (see the Mission and Value Statements on the first page of this Application). How does Applicant's proposed rental align with and support Aqua Club's mission and values?

INSURANCE

Renters must obtain an event insurance policy covering up to \$1,000,000 in effect at the time of the rental providing insurance coverage for all activities arising out of, relating out of, relating to, or in connection with the rental of Aqua Club and its premises and facilities. Aqua Club shall be named as an Additional Insured on Renter's insurance policy. Proof of insurance coverage must be provided prior to or at the time the Rental Agreement is signed.

INDEMNIFICATION AND HOLD HARMLESS

As more fully detailed in the Rental Agreement, Renter shall indemnify, protect, defend and hold harmless Aqua Club and its officers, directors, members and employees, from and against any and all claims, damages, costs, liens, judgments, penalties, attorneys' and consultants' fees, expenses and liabilities arising out of, involving, or in connection with, the use and rental of the Club and any act, omission or neglect by Renter, its agents, contractors, employees or invitees. The foregoing shall include, but not be limited to, the defense or pursuit of any claim or action or proceeding involved therein, and whether or not (in the case of claims made against Aqua Club) litigated or reduced to judgment. Renter's indemnification shall survive the termination and/or expiration of this Application and/or the Rental Agreement. Renter, as a material part of the consideration to Aqua Club shall assume all risk of damage to property or injury to persons in, upon, or about Aqua Club premises and facilities, from any cause other than Aqua Club's gross negligence, and Renter waives all claims in respect thereof against Aqua Club and its officers, directors, members, and employees.

DISCLAIMER OF LIABILITY

Aqua Club shall not be liable for injury or damage to the person or property of Renter, Renter's employees, contractors, invitees, guests, or any other person in or about Aqua Club premises or facilities, whether such damage or injury is caused by or results from interior floors, decking, stairs, grounds, driveway and/or parking lot, from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said injury or damage results from conditions arising upon Aqua Club premises or facilities or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is accessible or not. Aqua Club shall under no circumstances be liable for any loss of income or profit of Renter's business or any other consequential damages.

AQUA CLUB POLICIES AND PROCEDURES

The use of Aqua Club premises and facilities shall be subject to all federal, state, county, municipal, and other laws, ordinances, and codes, as well as all existing and future policies and procedures of Aqua Club.

AGREEMENT

The individual signing this Rental Application as Renter must be 21 years of age or older, shall have full authority to bind the Applicant/Renter, and shall be considered the principal person responsible for supervising the conduct of all participants using Aqua Club premises or facilities and complying with all other aspects of this Application and any Rental Agreement. If an individual is signing this Agreement on behalf of a group, or other entity or organization, then he/she must indicate this on the line indicated below. In such an event, the individual signing this Agreement and the organization will be held jointly responsible for adhering to the terms of this Agreement.

READ AND AGREED TO BY APPLICANT/RENTER

Signature:

Name:

Title:

Date: