

## **Aquatic Facility Use Agreement**

Aloha Swim Center
18650 SW Kinnaman Road Aloha, OR 97078
503-629-6311 • www.thprd.org

| Contact Information  |            | Rental Information |   |                 |         |             |
|--|------------|--------------------|---|-----------------|---------|-------------|
| Event Type:  |            |                    | Organization:   |                 |         |             |
| Contact Name:  |            |                    | Event Description:  |                 |         |             |
| Address:   |            |                    |   |                 |         |             |
| City: State:   | Zip:       |                    | Date(s):  |                 |         |             |
| Primary Phone:   |            |                    | Day of week:<br>List additional dates below   |                 |         |             |
| Secondary Phone:   |            |                    | Start time:   |                 |         |             |
| Email:   |            |                    | End time:   |                 |         |             |
| THPRD Patron ID:   |            |                    | Location/space  |                 |         |             |
| Non-profit Tax ID:   |            |                    | Estimated # of participants:  | Youth:          | Adults: |             |
| Please attach Certificate of Insurance if red  | quested    |                    |   |                 |         |             |
|  | A .I.      |                    | Dantal Datas  |                 |         |             |
|  |            |                    | Rental Dates  | 0               |         | E 10        |
| Date: Day of week:   |            |                    |   |                 |         |             |
| Date: Day of week:   |            |                    |   |                 |         |             |
| Date: Day of week:   |            |                    |   |                 |         |             |
| Date: Day of week:   |            | _ Locatio          | n:  | Start time:     |         | End time:   |
|  | Additio    | onal Re            | ental Information   |                 |         |             |
| Is the event open to the public?   | □ Yes □ No |                    | Will alcohol be ser<br>If yes, Special Use Peri<br>this application.  |                 | □ Yes   | □ No        |
| Will there be admission fees?  | □ Yes □ No |                    | Will vendors/concessionaires be selling merchandise/concessions?  If yes, Concessionaire Application is required with this application. |                 | □ Yes   | □ No        |
| If not, will there be participant charges/dues?  | ☐ Yes ☐ No |                    | Will food be serve  | d at the event? | □ Yes   | □ No        |
|  |            |                    | Caterer (if applical  | ole):           |         |             |
| Special requests/equipment:  |            |                    |   |                 |         |             |
| List any special equipment you would like to bring: (Special equipment requires prior approval by a rental coordinator and may also require an additional waiver.) |            |                    |   |                 |         |             |
| _  | Please a   | attach any         | additional setup request  |                 |         | <del></del> |

| Facility Rental Rates (per hour) – Level Determined by THPRD  |  |  |  |                  |                    |                                       |  |
|---|--|--|--|------------------|--------------------|---------------------------------------|--|
| Level   | Category Description (subject to verification by THPRD)  |  | Aquatic Center (50M)   | Swim Center      | Sunset Wading Pool | Room Rental                           |  |
| 1   | Approved Affiliates (After hours or special events must include direct cost for staff members)  Must be non-profit and community based, focusing on serving in-district needs and constituents. Subject to district policy approval. |  | \$3.75/lane-hour<br>(Special Events)   | \$4.60/lane-hour | N/A                | \$9/hour                              |  |
| 2   | Partners/Associates (need 2 lifeguards added) Must be non-profit and community-based, focusing on serving in-district needs and constituents.  |  | \$151/hour   | \$67/hour        | \$30/hour          | \$18/hour<br>\$78/hour (after hours)  |  |
| 3   | Other Non-profit Renters (need 2 lifeguards added) Must be for non-profit use or proceeds donated to a charitable organization. Non-profit ID # required.  |  | \$229/hour   | \$102/hour       | \$46/hour          | \$28/hour<br>\$88/hour (after hours)  |  |
| 4   | 4 Private Renters (need 2 lifeguards added) Exclusive use of space.  |  | \$458/hour   | \$204/hour       | \$92/hour          | \$56/hour<br>\$106/hour (after hours) |  |
| Inflatables \$20/hour – Aviator<br>\$80/hour – Aqua Challenge |  | Fees applied to total cost of rental, per hour. Inflatable use is subject to availability. |  |                  |                    |                                       |  |
| Staffing Fees \$30  |  | \$30/hour  | Staffing ratios will be applied. Cost is per staff, per hour.  1-25 participants: 2 guards (base), 26-50: +1 lifeguard, 51-75: +2 lifeguards, 76-capacity: +3 lifeguards |                  |                    |                                       |  |
| Non-refundable Deposit \$50/hour                              |  | Deposits are applied against the final bill and are non-refundable.                        |  |                  |                    |                                       |  |

|                        |                                 |                    | Fees and Charges                  |   |           |
|------------------------|---------------------------------|--------------------|-----------------------------------|---|-----------|
| □ Applicant will be in |                                 |                    | ☐ Applicant will be invoiced for  | e invoiced for additional rental time at the assigned rate. |           |
| J <sub>n</sub> C       | Assigned area(s):               |                    | ☐ Invoice sent Date:              | Initials:   | Office    |
| Office Use (           | Assigned area(s):  Rental rate: | x Total hours:     | + Staffing fees:  Deposit amount: | Total due: Date deposit received:                           | ce Use On |
| 0                      |                                 | Balance due (Total | due - Deposit amount):            | Date balanced received:                                     |           |

## **Agreement**

- 1. This signed facility use agreement is due, with deposit, upon confirmation of your reservation. For rentals two hours or less that do not impact THPRD programs, the balance is due no later than five (5) business days before your scheduled event. For all other rentals, the balance is due no later than ten (10) business days before your scheduled event.
- 2. Agreement includes assigned areas and restrooms only; use of additional areas prohibited without staff consent.
  - Additional charges will be assessed if rental exceeds times designated in this agreement.
  - b. No refunds will be provided to groups who vacate early or arrive late.
- 3. To cancel this agreement, you must submit a request in writing.
  - a. For rentals two hours or less that do not impact THPRD programs, the request must be received at least five (5) business days before scheduled event for a refund (minus deposit). Please allow two weeks for processing. Cancellations within five (5) business days of event will not be refunded.
  - b. For all other rentals, the request must be received at least ten (10) business days before scheduled event for a refund (minus deposit). Please allow two weeks for processing. Cancellations within ten (10) days of event will not be refunded.
  - c. THPRD may reschedule or cancel this agreement in the event of extraordinary, unforeseen circumstances.
- 4. If requested by THPRD staff, applicant agrees to provide liability insurance a minimum of one (1) week prior to services, naming THPRD as an additional insured in the following amount: \$1 million single occurrence / \$2 million general aggregate. Services shall not be granted until the required certificate has been received and approved by the Park District.
- 5. **INDEMNIFICATION**: The applicant and the applicant's group, shall indemnify, defend and hold Tualatin Hills Park & Recreation District (THPRD), its elected and appointed officials, agents, employees and volunteers harmless from all liabilities, claims judgments, demands and costs arising out of or resulting from applicant's, applicant's group or their invitees' use of a THPRD Facility/Park and adherence to all park regulations. I have read and agree to abide by the park regulations established for use of a THPRD Facility/Park. I agree to be solely and completely responsible for the condition of the reserved area and to leave it in neat and clean condition, without damage. I agree to promptly reimburse THPRD for all damages. Any permitted special uses, including sound amplification, may be revoked for cause with no reimbursement of fees.
- 6. THPRD IMMUNITY: The fee charged for the rental exclusively relates to the use of the assigned area(s) and restrooms itself. The fee does not relate to any other uses or any other areas of THPRD property. In fact, other uses of THPRD property and facilities as well as activities occurring outside the assigned area(s) and restrooms are not subject to a user fee. In accordance with Oregon's recreational immunity law (ORS 105.682), THPRD is not liable for injuries, death, or property damage arising out of such uses of its property for which no specific fee has been charged.
- 7. It is your responsibility to inform all members of your group of the THPRD Rules and Regulations. Failure to abide by the THPRD Rules and Regulations could result in immediate loss of privileges or forfeiture of privileges for future use.
- 8. THPRD reserves the right to enter and monitor the event at any time.

With my signature below, I acknowledge that I am authorized, on behalf of myself and the entity identified in the facility use application, to agree to THPRD terms and conditions, rules and procedures.

| Applicant signature:  | Date: |  |
|-----------------------|-------|--|
| Supervisor signature: | Date: |  |