



# Clive Aquatic Center Rental

**In consideration of the City of Clive entering into this rental contract for the use of the facility, the renter agrees to meet the following requirements:**

- The renter shall be responsible for any and all damage to the facility occurring during the term of the rental.
- Food and non-alcoholic beverages may be allowed into the facility provided there are no glass containers, alcohol, or tobacco products. All food items must be kept in the designated area assigned by the management.
- The renter is responsible for cleanup and disposal of waste from the party.
- When renting a single pool or a two-pool combo, the renter acknowledges that another party rental may be going on in a different area of the facility during the rental time.
- The renter acknowledges that all facility rules are enforced during parties. This includes slide height, deep water tests, one person on the slide, and specific Lazy River rules.
- Times of rental are to be followed precisely as listed. Renters are required to be out of the pool(s) five minutes prior to the ending rental time.

**In the case of poor weather conditions on the day of the party:**

- a. Management will determine cancellation due to inclement weather based on facility policy. The decision will be made no sooner than 90 minutes before the scheduled time of the party.
- b. If management cancels the party, the party may be rescheduled at no additional fee. If the renter decides not to reschedule the party, the rental fee is refunded.

**In the case of a storm or severe weather during the party:**

- a. If the weather would force the party to end prior to the scheduled time and it is in the first hour of the party, the party may be rescheduled at no additional fee.
- b. If the weather would force the party to end prior to the scheduled time once the party has begun, the party will not be rescheduled and the fee will not be refunded.

That renter shall indemnify and hold harmless the City of Clive, it's officers, agents and employees, from and against any and all loss, liability or damage arising out of renter's use of the facility, including all costs, expenses and attorney fees incurred in defending any claims arising out of the use thereof, except to the extent that the injuries or damages resulting in such losses or liabilities arise by reason of the negligence of the City of Clive, their successors or assignees.

That renter takes the facility as renter finds it and voluntarily assumes all risk of loss, damage, or injury, including death, that may be sustained by renter or any property of any of the undersigned while in, on or upon said facility.

Renter shall fully comply with all applicable state laws, City ordinances and rules applicable to the use of the facility.

**The City of Clive prohibits smoking in this facility and on City property (in compliance with the Iowa Smokefree Air Act). The City of Clive reserves the right to refuse the rental of the facilities.**

**THIS RESERVATION IS NOT CONFIRMED UNTIL COMPLETED FORM AND FEE ARE RECEIVED**

Renter's Signature \_\_\_\_\_ Date \_\_\_\_\_

Payment:  Cash  Check # \_\_\_\_\_ Credit Card:  Visa  MasterCard  Discover

Name on card \_\_\_\_\_ Total fees \_\_\_\_\_

Card number \_\_\_\_\_ Expiration date \_\_\_\_\_ CVV/CVC # \_\_\_\_\_

Cardholder signature \_\_\_\_\_ Date \_\_\_\_\_

**For Office Use Only:** Date received \_\_\_\_\_ Received by \_\_\_\_\_ Date given to Parks staff \_\_\_\_\_ Given by \_\_\_\_\_