



AQUATIC FACILITY RENTAL AGREEMENT

Spokane County Parks, Recreation & Golf

Thank you for having your special occasion at a Spokane County Aquatic Facility. Included in your rental purchase you will receive full and private use of the facility, as well as surveillance by our own professionally trained Red Cross Lifeguards.

SOUTHSIDE FAMILY AQUATICS FACILITY

Availability: June 15th – August 18th on select Saturday and Sunday evenings from 6:00 pm - 9:00 pm.

**Although the facility rental is available until 9:00 pm, you may be asked to vacate the water earlier depending on daylight availability and the lifeguards' ability to properly supervise.*

Cost: The cost of renting the Southside Family Aquatics Facility is conditioned upon the number of participants in your group.

<i>Number in Group:</i>	<i>Fee:</i>
1 - 125 participants	\$400.00
126 - 175 participants	\$600.00
176 – 225+ participants	\$800.00

NORTHSIDE FAMILY AQUATICS FACILITY

Availability: June 15th – August 18th on select Saturday and Sunday evenings from 6:00 pm - 9:00 pm.

**Although the facility rental is available until 9:00 pm, you may be asked to vacate the water earlier depending on daylight availability and the lifeguards' ability to properly supervise.*

Cost: The cost of renting the Southside Family Aquatics Facility is conditioned upon the number of participants in your group.

<i>Number in Group:</i>	<i>Fee:</i>
1 - 125 participants	\$400.00
126 - 175 participants	\$600.00
176 - 225 participants	\$800.00

CATERING SERVICES

To enhance your rental experience, Spokane County encourages you to take advantage of our on-site concessions. Spokane County's "Waterside Grill" offers a great menu sure to satisfy every appetite. **Please note:** Concessions may be available subject to negotiation and additional fees. The prices listed on the previous page do not include concessions.

If you select On-Site Catering, no orders will be taken after 8pm, although fountain drink refills will be available until your session ends at 9:00pm.

Outside cake and ice cream may be brought in by "*Renter*", in conjunction with either on-site catering or an outside vendor.

If you select On-Site Catering you have two payment options.

1. Individual Orders. If you choose the individual orders option, each guest is responsible for covering the cost of their own meal at the time of purchase. Payment methods accepted include cash and Visa/MasterCard.
2. Running Tab. If you choose the running tab option, you may pay with cash or Visa/MasterCard at the end of your event. However, your Visa/MasterCard information must be provided at a minimum of 10 days prior to the event. If you fail to pay at the conclusion of your event your Visa/MasterCard will be charged.

Outside Vendors: Spokane County recognizes that some groups may wish to make arrangements with an outside food vendor to provide food services during your visit. Should you select this option, Spokane County's Water Side Grill will not be open during your rental.

Should you choose to contract with an outside catering service, it is required that they provide their own necessary items (i.e. tables for serving, napkins, plates, utensils, preparation and clean up materials, etc.). You will be expected to clean up after yourselves as the lifeguards are provided first and foremost for your safety. By contracting with an outside vendor, you are assuming responsibility for said vendor.

Will you be taking advantage of our onsite food concession services? (Please select either YES or NO)

YES, I would like to take advantage of your food concessions.

NO, I am not interested in your food concessions.

RESERVATION

To reserve your rental date and time, all paper work must be complete and submitted to the Recreation Office along with a non-refundable deposit of 15% of the total cost of your rental. The final 85% must be received not less than 30 days prior to the rental date or your reservation will be cancelled and you shall forfeit your deposit.

1. Requested date of rental _____
2. Requested facility of rental _____
3. Number in party _____

Person Responsible for Event _____

Address _____

Daytime Phone _____ Evening Phone _____

Contact Person During Event _____

Contacts Phone Number During Event _____

RENTER CANCELLATION / REFUND POLICY

The following sliding scale shall be utilized for refund amounts due to Renter Cancellation (*in calendar days*):

1. If notification of a cancellation is received from the Renter at least 14 calendar days prior to the rental date, a \$50 cancellation fee will be retained by Spokane County and all other funds will be returned.
2. If notification of a cancellation is received from the Renter less than 14 calendar days prior to the rental date, Spokane County will retain 100% of the minimum deposit amount and all other funds will be returned.

SPOKANE COUNTY CANCELLATION / REFUND POLICY

Spokane County reserves the right to cancel your rental at any time. While extremely unlikely, examples when this may occur include unforeseen contamination, weather, and vandalism. In the event of County cancellation, you will be given the option of rescheduling your rental for another date that season (as available) or you may choose to receive a refund of 100% of your rental fees, inclusive of deposit.

Contamination: If a contamination (i.e.: feces or vomitus), occurs during your rental period by someone in your group, and we are unable to allow you back in the water (health dept. has strict guidelines for your safety), you and your group will be welcome to complete the remainder of the rental period by enjoying the deck and catering arrangements as selected. Refunds will NOT be given under these circumstances.

Weather: For everyone's safety, it is Spokane County's policy that patrons are not allowed in the pool or on the pool deck during a thunder or lightning storm. Should your rental date fall on a day when Staff is anticipating a thunder or lightning storm, but the storm has yet to occur, you will be contacted by County Staff the day before OR during the day of your event and advised of the weather concern and you will be asked to choose one of the following:

- a. Reschedule: Whether you would like to reschedule your event for another date this season (as available).
- b. Refund: Receive a refund of 100% of your rental fees, inclusive of deposit.
- c. Chance it: Take a chance and move forward with your rental regardless of the anticipated weather. If you choose this option, and hazardous weather forces a cancellation by the County during your time at the pool, your session will end and a Refund will NOT be given.

AGREEMENT

In signing below, you are agreeing to full payment of your rental purchase, as well as stating that you and your group will abide by the rules and regulations pertaining to the use of this Spokane County Parks and Recreation Department Facility as stated in the packet not limited too, but including the Hold Harmless / Indemnification agreement.

HOLD HARMLESS / INDEMNIFICATION

The Contractor agrees to defend, indemnify and hold the County harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties arising from, resulting from, an error, omission or negligent act of the Contractor performed under this contract by the Contractor, its agents or employees to the fullest extent permitted by law. The Contractor's duty to indemnify the County shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the County, its agents or employees. The Contractor's duty to indemnify the County for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence or (a) the County, its agents or employees, and (b) Contractor, its agents or employees shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the County harmless shall include, as to all claims, demands, losses and liability to which it applies, the County's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses.

Name	Signature	Date
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Rental Amount: \$ _____	Total Due: _____	
Deposit Paid: \$ _____	Date: _____	Receipt #: _____
Amount Remaining: \$ _____	Date Due: _____	
Remainder Paid: \$ _____	Date: _____	Receipt #: _____

NOTES TO STAFF _____
