

Pool Rental Contact Information

First Name _____ Last Name _____ Birthdate ___/___/___ Gender (circle) M F
 Street Address _____
 City _____ Zip Code _____ Email Address _____
 Primary Phone (____) _____ Secondary Phone (____) _____ Cell Phone (____) _____
 Organization _____ Non-Profit (circle) Y N

Pool Use

Planned Pool Use (Sport or Activity) _____ Age of Users (circle) Youth or Adult

Facility/Pool Area Requested	Day of Week	Start Date	End Date	Start Time	End Time	# of Participants

Pool Prices- Resident \$142/hour + Lifeguard Rate \$21/hour (minimum 2). Non-Resident \$177/hour + Lifeguard Rate \$26/hour (minimum 2)

Payment

Credit Card (Visa, Mastercard, Amex, Discover) Check (payable to "City of Mountain View") Cash (do not mail cash)

Credit Card # _____ - _____ - _____ - _____ Exp. Date ___/___ CV# _____

Name as it appears on Credit Card _____ Cardholder Signature X _____

Liability Waiver

This Rental Agreement is made by and between the CITY OF MOUNTAIN VIEW, a California Charter City and municipal corporation, whose address is P.O. Box 7540, Mountain View, California, 94039 (hereinafter "CITY"), and Field Applicant hereinafter ("RENTER"). City agrees to rent the facility listed on this permit to the Renter in accordance with the following terms and conditions.

TERMS OF USE:

- The person whose name is on this application will be known as "RENTER".
- RENTER is allowed in the facility during the allotted rental time only. There will be no set up or clean by the Permittee outside of the rental time.
- If at the start time of your permit, if staff is not present, please contact the Recreation Division during business hours (M-F 8:30 a.m. - 5:00 p.m.) at (650) 903-6331. After normal business hours, please contact Mountain View Police Non-Emergency Communications at (650) 903-6395.
- RENTER must provide acceptable photo identification and proof of address. The applicant and the secondary contact must be 18 years of age (21 years of age if alcohol is present), and one must be present during the entire reserved event.
- RENTER is expected to be in attendance during the pool rental itself with a signed copy of the pool rental contract.

INITIAL:

GENERAL POOL RENTAL INFORMATION:

- No glass, large knives, weapons, or alcohol is allowed in the facility at any time. Items will be asked to be removed from the facility immediately.
- Food and drink are allowed in the facility, on the pool deck and grass area only.

- US Coast Guard approved lifejackets are allowed in the pool and must be checked by one of the lifeguards on shift the day of the pool rental. No other flotation devices will be approved. A parent must accompany the child in the water and be within arm's reach of them.
- Small toys that do not obstruct the view of the lifeguard are allowed.
- All individuals at the facility must abide by any rules given by the on-duty lifeguards. Lifeguards may establish rules they feel necessary and have the right to dismiss an individual from the facility if needed.
- Any damage or vandalism to the facility is the responsibility of the RENTER.
- RENTER is not authorized to use this facility for profit of their own or any organization of which they are affiliated with outside of the listed permit.
- A set of pool rules and waiver agreement will be sent to the RENTER prior to the pool rental and they are expected to provide a copy to those expected to be in attendance at the pool rental prior to the day of the pool rental.

SUPERVISION AND LIFEGUARD POLICY:

- RENTER shall ensure that active supervision of all attendees will occur at all times.
- A minimum of two (2) City of Mountain View Lifeguards will be utilized at all aquatic facility rentals. This includes private group rentals included, but not limited to: celebrations, religious ceremonies, and academic use. The ratio of lifeguards to patrons in the facility is 1:15 and may be modified at the discretion of City of Mountain View Aquatics staff.
- RENTER understands and agrees to be bound and to abide by the rules of regulation of the facility and to assume responsibility for enforcing said rules and regulations with its members, spectators, and staff.

FACILITY SET UP AND CLEAN UP REQUIREMENTS:

- The facility must be returned to the same condition it was prior to the rental.
- RENTER must remove all decorations or postings and rental equipment at the end of the rental period.
- RENTER shall retain ownership and responsibility for all items utilized for the duration of the reservation. No onsite storage is available for RENTER.
- RENTER is responsible for all event cleaning.
- RENTER shall ensure that all members, spectators, staff, and others leave the facility, including the pool, pool area, locker rooms, and building, no later than scheduled rental time.
- RENTER is responsible for any overtime facility rental fees accrued.

AMENDMENTS AND CANCELLATION POLICY:

- Any amendments to the original permit should be requested at least 30 days prior to the permit date. Amendments requested less than 30 days prior to the permit date may not be guaranteed.
- There are no refunds for event cancellations on the day of the rental.
- All cancellations and amendments must be submitted in written notification such as letter request or email. Voicemails for cancellations and amendments will not be approved.



Pool Application Form

Email: aquatics@mountainview.gov Phone: 650-903-6405 Fax (650) 962-1069

PROFESSIONAL AQUATIC USER GROUPS (If Applicable):

For Professional Aquatic User groups (for example: USA Swimming, Master’s Swimming, USA Coast Guard or of similar affiliate groups), who want to provide their own Lifeguards must provide the following:

- A minimum of two (2) American Red Cross certified or of relevant greater medical background will be utilized at all aquatic facility rentals. Submission of American Red Cross Lifeguard certifications of individuals on site or of relevant greater medical background

INITIAL:

INDEMNIFY AND HOLD HARMLESS: RENTER shall defend, indemnify, and hold the City of Mountain View, its officers, employees, volunteers, and agents harmless from any liability for damage or claims of same, including, but not limited to, personal injury, property damage, and death, which may arise from Permittee or Permittee’s contractors, subcontractors, agents, employees, or clients operations or services performed pursuant to this permit. The City of Mountain View shall cooperate reasonably in the defense of any action, and Permittee shall employ competent counsel, reasonably acceptable to the City Attorney.

RESERVATION AGREEMENT: RENTER agrees to reimburse the City for any and all costs the City incurs arising from the renter’s use of the premises, including but not limited to repair costs due to damage of City property. RENTER shall indemnify, defend, and hold the City of Mountain View, it’s officers, agents, employees and contractors harmless from any and all liability for damages or claims of same, including, but not limited to, property damage, personal injury, and death, caused by, arising out of or in connection with RENTER, RENTER’s agents, employees, contractors or invitees operations or use of City facilities under this agreement. Such indemnification shall include reasonable costs of defense; judgments, settlements, attorney’s fees, and other such costs as may be fixed by the court. When required, RENTER shall obtain either commercial liability insurance in the amount of \$1 million per occurrence (\$2 million per occurrence for PROFESSIONAL AQUATIC USER GROUPS) or a homeowner’s policy in the amount of \$1 million per occurrence with proof thereof provided to the City. RENTER’s insurance coverage shall be primary. The City of Mountain View, its officers, officials, employees and volunteers are to be covered as additional insured by an endorsement acceptable to the City’s Risk Manager for commercial general liability coverage. The City has the right to cancel events if the certificate of insurance and endorsements fulfilling all requirements are not received by the City at least two weeks prior to the event date. Under no circumstances is the City of Mountain View responsible for cancelled events.

REVOCATION OF PERMITS AND APPEALS: Permits may be subject to revocation for cause, including but not limited to: violations of the permit, violations of the commercial use regulations set forth in Council Policy H-8, or any misrepresentation or misstatement of fact by applicant in the permit application or other materials submitted by the applicant. Three or more policy violations by any permit holder shall result in permanent removal from the program. If a permit is revoked, no portion of the permit fee will be refunded. If your permit is revoked, you may appeal in conformance with the procedures set forth in Section 38.3(d) of the Mountain View City Code.

By my signature below, I acknowledge that I have read this document and understand its contents.

Signature X _____ Date _____

Please send completed forms to:

By Mail:
City of Mountain View, Recreation Division
Attn: Aquatics Division
P.O. BOX 7540
Mountain View, CA 94039-7540

By Email: Aquatics@mountainview.gov

*All applications must be submitted two weeks prior to first event date.