

City of Dixon Application for Swimming Pool Use

Pat Granucci Aquatic Center 450 East Mayes Street Dixon, CA 95620 Phone: (707) 678-7441

| Applicant(s) Information | | | | | |
|--|-------------|-----|-------------|-----------|--|
| Name/Applicant | | | | | |
| Company/ Organization | | | | | |
| Address | | | | | |
| City, State, Zip Code | | | | | |
| Home Phone | | | Cell Phone: | | |
| E-Mail Address | | | Fax: | | |
| Alternate Contact Person | P | | Phone: | Phone: | |
| Activity Details: | | | | | |
| ☐Competition &Training Pool | Date: | | Start Time: | End Time: | |
| □3 Pool Complex | | | | | |
| Estimated Number of Participants: | | | | | |
| Facility Rental Rates | | | | | |
| 100+ Patrons | \$249/Hr. | x H | lours = | | |
| 3 Pool Complex <50 | \$165/Hr. | x H | Iours = | | |
| Competition & Training <50 | \$137/Hr. | x H | lours = | | |
| 51-80 Patrons | \$28/Hr. | x H | lours = | | |
| 81-100 Patrons | \$56/Hr. | x H | lours = | | |
| | | | | | |
| | | Su | btotal = | | |
| Non-Profit Use - Subtract 25% of renta | ıl fee only | | | | |
| Non-Resident Use Fee – Add 25% | | | = | | |
| Commercial Use Fee – Add 10% | | | = | | |
| Deposit for damage/cleaning/OT = \$275.00 | | | | | |
| Deposit & Rental Total = | | | | | |
| Damage, cleaning, & overtime charges (by the hour) = | | | | | |
| Revised Total = | | | | | |

| For Official Use Only: | |
|------------------------------|------|
| Receipt # | Date |
| Liability Insurance Verified | |

| Rules and Regulations | | | | |
|-----------------------|---|--|--|--|
| Initial | For the Rules and Regulations section, these definitions apply: "Applicant" means the individual named as such under the Applicant(s) Information section on the previous page of this Agreement. "City" means the City of Dixon, its officers, directors, agents, employees, and volunteers. "Facilities" means the Pat Granucci Aquatic Center, located at 450 East Mayes Street, Dixon, CA 95620 including but not limited to its pools, related structures, and parking lots. "Liabilities" means any and all actions, damages, costs, liability, claims, losses, judgments, penalties and expenses of every type and description. This includes, but is not limited to, reasonable attorneys' fees and defense costs, and any additional fees and expenses incurred in enforcing these provisions. | | | |
| Initial | All pool rules will be enforced. An Applicant and their invitees must follow all rules and guidelines set forth by the City and pool staff. | | | |
| Initial | Applicant acknowledges that loss or damage of personal property of the applicant or the applicant's participants resulting from use of the facilities is not reimbursable under City regulations. | | | |
| Initial | All debris and trash must be removed from the Facilities immediately following use of the Facilities pursuant to this Application. When the Applicant uses City recyclable receptacles all rights of ownership are forfeited. | | | |
| Initial | I agree to report any discrepancies, complaints, or concerns within 48 hours of pool use. These instances can be reported by telephone at (707) 678-7441 or through email to ageorge@cityofdixon.us | | | |
| Initial | In case of emergency or for reasons beyond the City's control, the City reserves the right to cancel the scheduled activity prior to scheduled use without liability. Refunds will be made if cancellation by the City is necessary. | | | |
| Initial | Once this Application is given a permit number the refund/cancellation policy in this Application becomes applicable. Cancellations made up to 8 days prior to pool reservation will be assessed a 10% administrative fee. If the cancellation is made 7 days or less before the activity date, the entire fee is non-refundable. Pool permit fees are due 14 days prior to your reservation date. No refunds for undesirable weather. Refunds will be made for thunder/lightning storms. | | | |
| Initial | Failure to comply with any of the above at any time will result in loss of rental and forfeiture of all fees. | | | |
| Initial | City does require a certificate of insurance for liability coverage 2 weeks prior to the event from the Applicant to use the Facilities. The certificate must name the City of Dixon as additionally insured, and provide at least \$1,000,000 of general liability coverage. The certificate is proof that there is the required insurance coverage for your event. The Certificate of Insurance must be in the name of the person/organization who signs the permit. It must also clearly show the liability limits and policy dates to be valid. In the event of any dispute concerning or arising out of this Agreement, any suit brought pursuant to this Application shall be governed by the laws of the State of California, in a court of competent jurisdiction in Solano County, California. | | | |
| Initial | If a suit, action, arbitration or other proceeding of any nature whatsoever is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred. | | | |

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT FOR CITY OWNED FACILITIES:

In consideration for the acceptance for use of the above facilities, applicant hereby agrees to defend, indemnify, and hold harmless the City of Dixon and its agents, officers, employees, and volunteers, against any and all claims, demands, damages, costs and expenses, including attorney's fees, actions or liability whatsoever directly or indirectly arising out or resulting in any way from the occupancy or use of the facility by Applicant and/or Applicant's invitees. Applicant certifies that applicant is authorized to act on behalf of and bind applicant's organization to the terms of this indemnification and hold harmless agreement.

| Date: | Signature: | | | |
|--|------------|-------|--|--|
| Applicant further certifies that applicant shall accept responsibility on behalf of applicant and/or applicant's organization for any damage or theft sustained by the City (premises, furniture, or equipment) because of the occupancy and use of said premises by applicant or applicant's organization. | | | | |
| Date: | Signature: | | | |
| | | | | |
| I, the undersigned, have read the rules and regulations with reference to this application and am duly authorized to execute this Agreement personally and/or as an authorized representative of the Applicant. Failure to adhere to these conditions will result in the forfeiture of a portion, or all, of the security, cleaning, and damage deposit. Applicant agrees to pay the Facility Use Fees, if any, as set forth in the Facility Use Fee Schedule. Applicant understands that these fees are generally adjusted annually and are not guaranteed. | | | | |
| Name (Printed) | | Date: | | |
| Signature: | | | | |
| | | | | |

City of Dixon

Pool Rules

- 1. Obey lifeguard instructions at all times.
- Swim only when a lifeguard is on duty. Do not distract lifeguards with undue conversations or diversions.
- 3. We reserve the right to refuse services to anyone.
- 4. Swim attire required. (No basketball shorts, cotton t-shirts, jeans, or loose clothing.)
- 5. Shower before entering the pool.
- Children 13 and under must be accompanied by an adult.
- 7. No running, pushing, horseplay, or piggy back rides.
- Noodles and small diving toys are only allowed during recreation swim hours at the lifeguards' discretion.
- 9. All flotation devices must be Coast Guard approved. (Life jackets are not provided.)
- 10. All pool equipment is to be used properly for its intended use.
- 11. No jumping, hanging on hand rails, hanging on lane lines or backstroke flag poles.
- 12. All ladders must be kept clear.

- 13. The City is not responsible for lost or stolen articles.
- 14. Everyone under 18 years of age must pass swim test to enter the main pool.
- 15. Must swim laps in lap lanes.
- 16. Circle swim when more than two people in a lap lane.
- 17. No gum, alcohol, smoking/vaping, or glass containers in the pool area.
- 18. All persons not toilet-trained, including incontinence, must wear a swim diaper.
- 19. No photography or videography.
- 20. If a person vomits, they must wait 24 hours before entering a pool.
- Non-Swimmers plus children 6 and under must be accompanied by an adult in the water within arm's reach.
- 22. The City will close the pool facility if there is: thunder and/or lighting, heavy rain and/or hail, high winds, mechanical failure, or environmental hazards.
- 23. Failure to adhere to these rules or anyone who jeopardizes the safety of others will be dismissed and/or suspended by management staff without refund.

DIVING BOARD RULES

- Participants must pass a swim test before use of the diving boards.
- NO diving into any pool unless going off the diving board.
- No recreational swimming permitted in dive well.
- A swim test may be requested at any time by a Lifeguard, Pool Manager, or guardian.
- One person allowed on the diving board at one time.
- Participants must wait on the pool deck until the person before them has reached the ladder or swam under the safety rope.
- Running & double bouncing on the diving board is prohibited.

- Before jumping into the water make sure area below is clear of swimmers.
- Jump straight off the board, not off to one side.
- All divers must face forward when going off the diving board.
- Back & inward dives are prohibited.
- After entering the water from the diving board, swim to the nearest ladder and exit promptly.
- No life jackets/water wings or goggles permitted on diving board

| promoted. | |
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| I, the undersigned, have read the rules and regulations with reference to this applica | tion and am duly authorized to |
| execute this Agreement personally and/or as an authorized representative of the Ap | plicant. |
| Name (Printed) | Date: |
| Signature: | |