

## Pleasant Valley Aquatic Center RENTAL APPLICATION

Pleasant Valley Aquatic Center, 1030 Temple Ave., Camarillo Web: <a href="mailto:pvrpd.org/aquatics">pvrpd.org/aquatics</a> | Email: <a href="mailto:pvac@pvrpd.org">pvrpd.org</a> | Phone: 805-987-8198

The Pleasant Valley Aquatic Center is owned and operated by the Pleasant Valley Recreation and Park District. Pleasant Valley Aquatic Center is a 25-yard, 8-lane, indoor heated pool with a diving board, 65-foot spiral water slide, and patio. The pool temperature ranges between 81 and 83 degrees. Included in your rental is full use of our locker room and shower amenities. Pleasant Valley Aquatic Center is staffed with professionally trained and certified American Red Cross Lifeguards.

This facility is surrounded by Bob Kildee Community Park which is a 13-acre park featuring a new playground, restrooms, tennis/pickleball courts, handball courts, a large skate park, many shaded areas and reservable picnic areas with barbecues. To reserve park amenities, please contact our Administration Office by calling 805-482-1996 or emailing csr@pvrpd.org.

 Note: This rental process does not apply to the "Party Packages" offered. Please refer to the Pool Party Guide for booking a pool party.

### **How to rent the Pleasant Valley Aquatic Center:**

- 1. Complete the attached Rental Application.
- 2. Return the signed application, signed waiver, and liability insurance certificate to Aquatic Center Management (contact info above). Once this reservation is received you will be contacted by staff to review a quote and rental requirements.
  - a) All rentals require liability insurance.
  - b) Insurance requirements can be found in our <u>AGREEMENT, WAIVER, RELEASE FORM RENTER</u> form section E.
  - c) All insurance forms must be correct and complete prior to rental approval.
  - d) Non-Profit Agencies must provide proof of Non-Profit Status via Determination Letter provided by the IRS.
- 3. After review and application acceptance, a 50% deposit is due. If less than 30-days prior to rental date, the full balance will be due. Payment can be made by Check, Cash, or Credit Card.



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### **Pleasant Valley Aquatic Center Facility Use Fees**

The following fees are Board Approved and can be found in the District's Master Fee Schedule online at pvrpd.org. Other fees not listed below may apply such as a Late Booking Fee, Non-Sufficient Funds Fee, Change Fee and after-hours fees and can be found in the Master Fee Schedule.

	Class 2	Class 3	Class 4	
	Resident	In-District	Out-of-District	
	501(c)3 Org.'s	Resident	Resident	
Per Lane (Per Hour)	\$8	\$16	\$20	
Whole Facility (Per Hour)	\$66	\$131	\$164	
Lifeguard (Per Staff Per Hour) 2 staff minimum for all sole use rentals	\$23 / \$34 After Hours & Overtime			
Management Staff (Per Hour)	\$40 / \$59 After Hours & Overtime			
Non-Refundable Administrative Fee	\$25			

All fees will be discussed with the applicant and any additional fees not listed will be communicated should they need to be charged. The amount of facility and staff needed will depend upon the nature and attendance of the rental. Management will determine and discuss with the applicant the amount of facility hours and staff needed.

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# Pleasant Valley Aquatic Center RENTAL APPLICATION

APPLICANT INFORMATION				
Organization Name:			Non-Profit:	:
Contact Name:				
Address:				
City:			State:	Zip:
Email:			Phone:	
Alternate Contact:			Alt. Phone:	
	RENTAL INFO	RMATIO	N	
Name or Title of Event:			Est. Attendance:	
Date(s) of Event:		Event Time:		
Setup date:	Time setup starts:	Cleanup dat	te:	Time cleanup ends:
Event Purpose and Description,	Additional Dates, Notes:			
	ADDITIONAL O	NIESTIO	NC .	
Is this reservation/event:   Figure 1. If the second is a second is a second is a second in the second in		-		v)
Event requires advanced registi			rging Admis	··
☐ Electricity Required		Amplified Sound (on Patio)		
☐ Tables/Chairs Required				
Will event have vendors (DJ, Ba	nd, Food, Craft, etc.)	res □ No		
How many?		Describe:		
Will items or services be sold at	event?  Yes  No	Describe:		
Will food be present?	☐ Yes ☐ No			
Type of food: Self Provided Catered Food Truck/Vendor (limited locations)				
Will event include entertainment?				
Will a banner be posted at the event? ☐ Yes ☐ No Describe:				
Is this a run/walk event?	this a run/walk event?			ets/sidewalks?
Will streets need to be closed or partially closed? $\Box$ Yes $\Box$ No $\Box$ If yes, provide map of street closures.				
Other Event Elements (Bounce House Inflatables, Pool Set-Up, Equipment used, etc.):				



Name:

## Pleasant Valley Aquatic Center RENTAL APPLICATION

### **Agreement & Release**

As an Applicant, I acknowledge that the above information is true and correct. I understand that the application fee is non-refundable. I understand that applications submitted within sixty (30) days of proposed event are subject to a late fee. I understand that a submitted application does not guarantee reservation. Contracted reservations are subject to facility availability. Special Events may be subject to additional City and County permits and fees. Additionally, a fully priced quote is not available until after a complete application has been received.

I hereby agree to abide by the rules and regulations of Pleasant Valley Recreation and Park District, and of the State of California. I further understand that this Reservation for Use of Facility is not complete and binding until all fees are paid in full and all information requested is submitted.

Signature:	Date:					
	Application Submission					
☐ Email:	pvac@pvrpd.org, 805-987-8198					
☐ Mail to:	Pleasant Valley Aquatic Center, 1030 Temple Ave., Camarillo, CA 93010					
For Office Use Only						
Date Received:				Quote Created:  Yes	□No	
Application:	$\square$ Approved $\square$ Rejected		Rejection Reason:			
Contract Number:			De	eposit Collected:	□No	
Processed By:		Final Balance Collected: ☐ Yes ☐ No				
☐ Proof of Non-P	Profit Status					
☐ Certificate of Insurance and Endorsement Form		☐ List of Vendors				
Vendors selling items or services must have Camarillo Business License and provide COI + Endorsement						
External Entity Permit Required:						
City of Camarillo Date Su		Submitted: Date Approved:				
County of Ventura Date Su		ubmitted:	Date Approved:			
Ventura County Fire Department Date Su		ubmitted:	Date Approved:			
Other: Date Submitted: Date Approved:						

#### **AGREEMENT, WAIVER, RELEASE FORM - RENTER**

#### **USE OF FACILITY**

#### A. GENERAL PROVISIONS

a. I, The RENTER, understands: Reservation applications must be submitted at least 30 days prior to the requested reservation date. A reservation deposit, consisting of 50% of the total permit fees, is required with the submission of the rental application in order to secure any picnic shelter, indoor facility or sports facility. The remaining balance is due no later than 30 days prior to the reservation date. A reservation application submitted less than 30 days prior to the event date may be allowed, pending District approval. Cancellations made 30 days or more prior to the reservation date will receive a partial refund. Cancellations made less than 30 days in advance of the reservation date will only receive a refund of the refundable cleaning deposit. REFUNDS WILL NOT BE GRANTED FOR ANY WEATHER CONDITIONS. The district reserves the right to deny approval of any permit request at any time.

#### B. INFORMED CONSENT AND RELEASE

a. I, the RENTER, in consideration of my request (and, if granted, permission) to rent and/or use Pleasant Valley Recreation and Park District (DISTRICT) facilities, buildings and parks (the Premises) assume full responsibility for and waive and release all claims, liabilities, costs and expenses against the DISTRICT and its directors, officers, agents, and employees for injury, illness or death to any person, or damage to or loss or destruction of property that may result from my use or occupancy of the Premises to the fullest extent permitted by and consistent with California law, including without limitation Civil Code sections 846, et seq. and Civil Code section 1668. The terms of this release act as an express assumption of risk and release on behalf of myself, my family members, and anyone else acting on my behalf or with my permission. I represent that to the best of my knowledge I have no medical, physical or mental health condition which would affect or interfere with my use of the Premises.

#### C. INDEMNIFICATION

- a. ON BEHALF OF MYSELF AND ANY ORGANIZATION WHICH I REPRESENT, I, THE RENTER, AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE DISTRICT and its directors, officers, agents and employees, past and present, from any claims, liabilities, costs and expenses (including reasonable attorneys' fees and costs) for injury, illness, or death of any person, or damage to or loss or destruction of property, resulting from the use or occupancy of the Premises by myself or my agents, employees, representatives, organization members, or invitees, unless solely caused by the gross negligence or willful misconduct of DISTRICT, its officers, employees, or agents.
- b. I, the RENTER, further represent and warrant that if I am signing this on behalf of an organization, that I have the full authority to bind the organization to the terms of this agreement.

#### D. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS

- a. I, the RENTER, shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
- b. I, the RENTER, agree to abide by all applicable local, federal, and state accessibility standards and regulations
- c. I, the RENTER, further agree that I am solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
- d. I, the RENTER, accept full responsibility for any breakage or damage to the Premises and for the conduct of those attending as invitees and furthermore know and understand all DISTRICT rules and regulations that apply to the intended use and occupancy of the Premises.

e. I, the RENTER, understand that the DISTRICT reserves the right to immediately revoke RENTER's right to use of the facility under this agreement should the RENTER fail to comply with any provision of this section.

#### E. INSURANCE REQUIREMENTS

- a. THIS SECTION SHALL APPLY ONLY TO RESERVATIONS WHICH REQUIRE INSURANCE COVERAGE
- b. I, the RENTER, agree to abide by the following:
  - i. General liability insurance: the RENTER shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability. Required liability amounts may be increased to limits not to exceed \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage should the event be determined to meet Hazard/Risk Classifications that require such. The District shall make determinations based on hazard classifications and guidance from our insurance provider and/or risk manager.
  - ii. Such insurance shall name PLEASANT VALLEY RECREATION AND PARK DISTRICT, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The RENTER shall file certificates of such insurance with the DISTRICT, which shall be endorsed to provide thirty (30) days' notice to the DISTRICT of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the DISTRICT may deny access to the facility.
  - iii. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the DISTRICT's self-insurance pool.
  - iv. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the RENTER maintains higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to coverage for the higher limits maintained by the DISTRICT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

#### F. FORCE MAJEURE

a. I, the RENTER, understand that due to Force Majeure Events that, notwithstanding anything to the contrary contained in this agreement, the DISTRICT shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The RENTER waives any right of recovery against DISTRICT and the USER/RENTER shall not charge results of "acts of God" to DISTRICT, its officers, employees, or agents.

I have carefully read this disclaimer agreement and understand its terms, including the release and express assumption of the risk of harm recited above. I understand that the use of the Premises may involve the risk of harm to persons and/or property and I agree to assume all risks associated with my use and occupancy of the Premises.

Agreed & Accepted	[signature]	Date
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### Pleasant Valley Recreation & Park District CREDIT CARD AUTHORIZATION FORM

Name:			
Billing Address:			<del></del>
Phone:			
Email Address:			
Name on Card:			
Card Number:			
CCV (3 or 4 -Digit #):			
<b>Expiration Date:</b>			
Amount Charged:	\$		
Payment For:			
Signature:			<del></del>
Date:			<del></del>
By signing this form	you authorize the Pleasa	nt Valley Recreation & Park District	t to charge your card
		nount listed above.	
Fac Office Has Coll			
For Office Use Only:			
Received by: Proc	essed by:	Contract Number:	Date:
Account Code:			