



POOL RENTAL AGREEMENT
Northern Lights Palace – Pool
Phone: 306-752-752-7200 Fax: 306-752-9399
Email: pool@cityofmelfort.ca

FACILITY RENTAL TERMS AND CONDITIONS

As a user of space at the City of Melfort, the User understands and agrees to be bound by the policies of the City and the following terms and conditions. The User agrees to the following:

PAYMENT POLICY:

To confirm your rental, full payment must be made (7) days prior to rental date. Failure to pay for said bill will result in the termination of further rental reservations until such payment has been received. It will not be the responsibility of the facility to notify renters of cancelled pool times. Cheques are payable to the *City of Melfort*.

Please note that the rental is confirmed ONLY upon receipt of full payment and a signed Facility Rental Agreement. Dependent upon the event, proof of insurance will be required.

INDEMNIFICATION AND HOLD HARMLESS CLAUSE

The User shall indemnify and hold harmless the City and any of its officers, employees, servants, agents, contractors, and volunteers from any and all loss, liability, claims or expenses arising out of the use and/or occupation of the property belonging to the City by the user group and invitees and any of its officers, employees, servants, agents, contractors, and volunteers, except to the extent that such loss arises from the independent negligence of the City.

The User will not hold the City of Melfort liable for any items lost or stolen.

LIABILITY INSURANCE CLAUSE

The User shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in Saskatchewan and in forms and amounts acceptable to the City:

General liability insurance with a limit of not less than Two Million Dollars (\$2,000,000.00), inclusive per occurrence for bodily injury and property damage including loss of use thereof. Such insurance shall extend to cover the user, its officers, employees, servants, agents, contractors, and volunteers and shall include the City, its officers, employees, servants, agents, contractors and volunteers as additionally insured with respect to liability arising out of the use or occupation by the user of the property belonging to the City.

CERTIFICATE OF INSURANCE CLAUSE

If the User already has liability coverage they shall provide the City with evidence of all required insurance prior to the event date. Such evidence of insurance shall be in the form of a certificate of insurance. When requested by the City, the User agrees to provide certified copies of required insurance policies.

CANCELLATION POLICY

All cancelled rental times will revert to the Community Services Department for leasing purposes. **Subletting is not permitted by any facility user.**

All cancellations are subject to a cancellation fee of (\$25.00) twenty-five dollars for each event, as outlined below.

Should the facility staff assess that the facilities are not suitable for use, and are not used, no fee will be charged.

Special events require a minimum of 15 days' notice to cancel their activity. Cancellations made with less than 15 days' notice will result in the forfeiture of the deposit, unless specified otherwise by the Agreement.

Cancellations made between 15 days and 48 hours prior to the scheduled rental time will be charged a cancellation fee, as listed in section 3(b) of the Policy. Cancellations made less than 48 hours will be subject to the full rental cost. There will be no charge for cancellations made prior to 15 days. No shows by users will be treated as less than 48 hours' notice and will be charged accordingly.

The City of Melfort has the right to request the use of the facilities and the lands for its own purpose, provided that the city gives the prior written notice of its intention to use the facilities, acting reasonably, on a specified date, and that the City's proposed use does not adversely impact the revenues and expenses.

The City reserves the right to cancel without notice if cause is due to circumstances beyond its control. Every effort will be made to notify the user group as soon as possible.

GENERAL USE GUIDELINES

MEETING ROOM & POOL RENTALS – Rental groups must provide written notice or a phone call for cancellation of a rental time a minimum of two (2) days prior to reserved date. If you fail to submit such a notice you will be charged for the full amount of your booking.

That the renter (user group) is responsible for the actions of its party while in the Northern Lights Palace facility or on the Northern Lights Palace property.

The Northern Lights Palace Lifeguards have full authority and are responsible for the overall safety of the user group. The lifeguards also have the right to make any decisions that need to be made and ALL patrons must abide by these decisions.

All pool rules (i.e. no smoking, shower before entering the pool, liquor not permitted, preschoolers must be accompanied into the water by someone 16yrs. Of age or older, etc.) Apply at all times to the user group.

ABSOLUTELY NO ONE is allowed on the deck without a lifeguard on duty, on the deck.

The City reserves the right to cancel without notice if cause is due to circumstance beyond its control. Every effort will be made to notify the user group as soon as possible (within reasonable time).

The City does not guarantee that all water features (waterslide, waves, hot tub, sauna, etc.) will run for all rentals if unforeseen mechanical problems occur or the feature is not suitable to the age/type of user group. This may occur without notice to the user group.

Any group, its members or guests, causing damages, whether accidental or malicious, to the facility and/or equipment will be held financially responsible for the repairs or replacement of such damage in addition to the established rental fee. Failure to pay for said damage will result in the termination of further rental reservations until such payment has been received.

Groups who have previously caused damage at any of the City's facilities, prior to approving further rental requests, may be charged a higher damage deposit or denied access to the facility.

The City of Melfort is not responsible for any lost or stolen articles that are not the property of the City.

This application may be cancelled if secured under misrepresentation.

All food and drink must be purchased at the Palace Concession and any food or drink brought into the facility must be done only with the consent of the concession manager.

Someone sixteen (16) years of age or older must accompany preschoolers five (5) and under. They must be within arm's reach of the child at all times. Maximum of three (3) preschool children per guardian.

Management of the Northern Lights Palace Pool reserves the right to alter any of the above said policies in special

circumstances.

Buses **MUST** be parked on the east parking lot due to the Traffic Bylaw #2007-06. If buses are parked along the streets on the north and south side of the Palace Pool a ticket may be given out to the owner of the bus(s).

Groups that utilize the facility for a period longer than their scheduled rental will be charged for any additional time. Any group, its members, or guests causing damages, whether accidental or malicious, to the facility and/or equipment will be held financially responsible for the repairs or replacement of such damage in addition to the established rental fee. Failure to pay for said damage will result in the termination of further rental reservations until such payment has been received and will be subject to the City accounts receivable collection policy.

Groups who have previously caused damage at any of the City's facilities may be refused future rental.

Use of cellular phones, personal digital assistants, or video devices is prohibited in dressing rooms and washroom facilities.

Following an incident or accident, an "Incident Report Form" must be completed and submitted to the City within 48 hours. An "Incident Report Form" can be completed and submitted to the Facility Operations Manager and is required if medical or first aid attention is required OR if loss or damage to City property occurs.

SMOKING

Smoking is prohibited in City facilities and is only allowed in designated smoking areas.

WASTE

User agrees to appropriately dispose of all garbage generated by the event immediately thereafter. User agrees that the rental facility will be left clean and in an organized fashion.

I have read the Facility Rental Agreement, Terms and Conditions and related City policies and agree and understand that the City of Melfort will only deal with the person(s) named on the Facility Rental Agreement. This includes instructions, reporting, and amendments or changes for services or equipment.

I understand that **all bookings are for space are "AS IS"**. No special equipment/tables/services/set-up will be provided unless specified in the "Booking Request" at the time of booking. Any changes to my booking request must be made at least **one month** prior to my event date. City of Melfort cannot guarantee services/equipment for changes made after this date.

Signature

User Contact Information

Name(s) – please print

_____ Date _____

Mailing Address _____ City/ Prov. _____ Postal Code _____

Telephone (H) _____ (W) _____ (C) _____

Email _____

Additional City of Melfort policies can be found at: http://www.cityofmelfort.ca/City_Hall/City_Policies/