

**RENTAL TERMS AND CONDITIONS**

Your rental at the CULVER CITY MUNICIPAL PLUNGE, hereinafter "FACILITY", is controlled by the Terms and Conditions of this contract. As the responsible party executing this contract, hereinafter "LESSEE", the City requests that you read it carefully. Failure and/or violation of any Term and/or Condition may result in the loss of your damage deposit and/or immediate cancellation of your rental.

**I. PAYMENT CONDITIONS**

- No rental is considered final until all fees and deposits are paid in full and all documents are properly signed.
- All fees must be paid in full 10 days prior to any rental or for on-going rentals by the first of each month. If full payment is not received on time, the rental reservation will be cancelled and any payments LESSEE has already made will not be refunded. There will be a \$35.00 additional charge for all returned checks. If a rental is made within 10 days of the event full payment must be made at the time of reservation. **No Exceptions.** \_\_\_\_\_ Initial
- If LESSEE cancels the scheduled rental after LESSEE has signed documents and paid all or part of the fees, it is the LESSEE's responsibility to notify the FACILITY Office in writing. Cancellations made within 14 days of the scheduled rental(s) will be refunded paid fees minus a cancellation fee of \$25.00. Rentals cancelled on the 13th day or less will not receive a refund of any monies paid. LESSEE may "postpone" or change date as long as the event is re-scheduled to occur within the 3-month period following immediately the date of the original event. There will only be one postponement allowed per event. Refund will not be given if LESSEE cancels the postponed date. All date changes will be treated as cancellations with a \$25.00 charge applied. **No Exceptions.** \_\_\_\_\_ Initial
- All City water related equipment used as part of your rental must be returned to the appropriate bin and/or storage area at the conclusion of the rental. If FACILITY staff determine that your rental clean-up exceeds a normal cleaning, you may be charged an additional cleaning fees of \$25.00 per/hour.
- The Culver City Department of Parks, Recreation and Community Services (PRCS) shall determine the appropriate number of required Culver City Lifeguards for all rentals including those outside regular hours of operation. PRCS reserves the right to charge additional lifeguard fees during regular hours of operation, and will apply an additional lifeguard fee to all rentals made outside regular hours of operation concurrently with the appropriate FACILITY fees. Lifeguard rate is \$25.00 per lifeguard per hour.
- For recurring rentals, LESSEE must submit the monthly payment by the 1<sup>st</sup> of the month. Should a LESSEE not submit their payment by the first of the month, their rental for the month will be considered cancelled and the rental agreement will be terminated. \_\_\_\_\_ Initial

**II. ESTABLISHING RESIDENCY**

- **Establishing an Organization's Residency**  
In order to qualify for Culver City resident status, an organization shall have a valid Culver City mailing address (P.O. Boxes will not be accepted) and their active participation comprised of 50%+1 Culver City residents. \_\_\_\_\_ Initial  
  
In addition, the organization must also provide the following documentation with the organization's name and Culver City address identically listed on each:
  - A certificate of general liability insurance with \$2,000,000.00 worth of coverage. The City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees will be named as an additional insured in an endorsement to the policy
  - A current Culver City Tax Certificate
  - A current Internal Revenue Service Form 990 (applicable to organizations claiming non-profit status)
- **Establishing an Individual and/or Organization Participant's Residency**  
"Proof of Residency" is determined via: (1) a current utility bill with a valid Culver City address; and (2) a current California ID/Driver's license with a name and address that match the name listed on current utility bill. For youth participants under 18, a parent's ID and utility bill are used. If the City deems necessary, the City's GIS System will be used to verify any alleged Culver City address. \_\_\_\_\_ Initial
- **Maintaining an Organization's Residency**  
For all recurring rentals, residency status will be evaluated quarterly. This will be accomplished by dividing the total number of resident splashes scanned by the total number of splashes scanned in during the previous reporting quarter. \_\_\_\_\_ Initial

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### III. YOUTH AND ADULT ORGANIZATION DEFINITIONS

- For all intents and purposes of this contract, a youth organization is defined as any organization that solely serves youths between the ages of 0-19 years of age. \_\_\_\_\_Initial
- An adult organization is defined as any organization that serves any participant that is over the age of 20. For example if an organization had 20 youths under the age of 19 but also served one adult over the age of 20 the organization as a whole would be considered an adult organization. \_\_\_\_\_Initial

### IV. NON-PROFIT TAX DOCUMENTATION, CULVER CITY TAX CERTIFICATE, EVENT PERMIT AND INSURANCE REQUIREMENTS

- LESSEE is responsible for the procurement of and payment for all permits, licenses and insurance required by Federal, State and Municipal Law, including Culver City Tax Certificate. Insurance certificate with \$2,000,000.00 worth of general liability coverage listing the following as additionally insured: "The City of Culver City, members of its boards & commissions, officers, agents and its employees. 4175 Overland Ave, Culver City, Ca 90230". All documentation shall be no older than two years from the date listed necessary to verify non-profit status. The name and address on all documentation provided must be the same or it will not be accepted. NO EXCEPTIONS. Please note coverage types and limits are up for review and subject to change based on industry standards and best practices. \_\_\_\_\_Initial
- Special Event Rental: LESSEE's must supply the FACILITY Office with a copy of LESSEE's Culver City Special Event permit if the event is open to the public, whether admission fees are charged or complimentary. An additional permit is necessary if LESSEE or any of LESSEE's attendees will be selling merchandise, souvenirs, etc. during the scheduled rental. An application for permit may be obtained through the City Treasurer's office in City Hall. Call (310) 253-5870 for hours and information. Please allow 45 business days for permit approval. Permit must be posted at the rental space. \_\_\_\_\_Initial
- LESSEE may not broadcast, telecast, videotape for future broadcast, or take pictures for any publishing or distribution future or present or authorize/permit such, without the written consent of FACILITY Management. LESSEE must obtain the appropriate permits from the Police Department for all filming and videotaping. Call the Film Permit Office at (310) 253-6216 for information. \_\_\_\_\_Initial
- LESSEE must have a permit from the Culver City Fire Department to bring the following into FACILITY: candles, fire, fireworks, vehicles containing petroleum/gasoline (i.e. motorcycles, automobiles, generators, etc.). Call (310) 253-5900 for information. \_\_\_\_\_Initial
- At the discretion of the City, General Liability insurance may be required where LESSEE invites third parties to attend the event, whether admission is complimentary or for a fee. In addition, the City, its agents, employees and elected and appointed officials, must be named as additional insured in an endorsement to the policy as listed above. A copy of the City's insurance requirements may be obtained from the FACILITY Office. \_\_\_\_\_Initial
- Insurance certificate and policy endorsement showing the additional insured must be submitted to FACILITY Office a minimum of two weeks prior to the event or meeting. \_\_\_\_\_Initial

### V. RECURRING RENTALS

Annually, organizations choosing to continue their rental next calendar year, shall complete the following by September 1st of the current rental year.

- Turn in an updated Request for Lanes Packet (RLP)
- Turn in an updated signed copy of the *City's Rental Terms and Conditions*
- Turn in updated copies of the following:
  1. General Liability Insurance
  2. Current Culver City Tax Certificate
  3. A list of coaches names & certifications
  4. Required current non-profit status documentation

Should an organization fail to turn in the completed RLP and necessary documentation annually by September 1<sup>st</sup>, the rental will not be renewed on January 1<sup>st</sup> of the subsequent year. Should the organization wish to continue to rent in the subsequent year, the organization must reapply and shall be considered a new organization for lane allocation. \_\_\_\_\_Initial

## RENTAL TERMS AND CONDITIONS

### VI. LIABILITY

- By acceptance of this contract, LESSEE shall and hereby does covenant and agree to indemnify, defend, hold harmless, release and discharge the City, and each of its elected and appointed officials, agents, officers and employees from any and all liability, claim, losses or judgements arising out of any personal injury, death, or damages to real or personal property resulting from LESSEE'S use of the FACILITY. \_\_\_\_\_Initial
- LESSEE agrees to pay for any and all damages to FACILITY and/or loss of any property and/or equipment of FACILITY resulting directly or indirectly from such occupancy and/or use of FACILITY. At the discretion of the City, the LESSEE may be required to provide insurance in an amount designated to indemnify the City against liability and/or damage to FACILITY's property and/or equipment. \_\_\_\_\_Initial
- FACILITY assumes no responsibility for loss and/or damages of any material or equipment brought onto City property. No overnight storage of materials and/or equipment is permitted in FACILITY. \_\_\_\_\_Initial

### VII. DESIGNATED RENTAL AREAS, TIMES, AND LESSEE'S RESPONSIBILITIES FOR LESSEE'S GUESTS

- All activities will end at the designated time on the rental contract. Use of FACILITY beyond the specified rental period will result in overtime rental and staffing charges at 1 and ½ times the normal rental rate for facility and staff. \_\_\_\_\_Initial
- LESSEE and LESSEE's guests (including, but not limited to members, parents, siblings, children, employees, and volunteers) shall at all times strictly comply with and abide by all laws and ordinances, Federal and/or State and/or Municipal and applying to or affecting the use and occupancy of FACILITY. \_\_\_\_\_Initial
- LESSEE IS RESPONSIBLE FOR THE CONDUCT OF LESSEE'S GUESTS. Disorderly conduct by LESSEE or any of LESSEE's guests may be cause for cancellation of rental and/or probation of future rentals at any PRCS FACILITIES. \_\_\_\_\_Initial
- If FACILITY staff, in their sole reasonable discretion and after a reasonable warning, is of the opinion that such disorderly conduct is continuing, FACILITY staff may immediately terminate the rental and order LESSEE and LESSEE's guests to vacate the FACILITY. Failure to vacate the FACILITY and/or City property including PRCS parking lots is subject to arrest for trespass. \_\_\_\_\_Initial
- Common courtesy is expected to be shown to neighboring renters and residents. FACILITY staff, in their sole reasonable discretion, will monitor ALL noise and music related to your rental and it must be at a minimum level while in the hallways and parking lots. If a complaint is received regarding your rental and the Culver City Police are called in to maintain order, LESSEE may be held liable for the cost incurred by the Police Department for Officers' time. \_\_\_\_\_Initial
- For all rentals except youth swim programs ALL CHILDREN UNDER 48" MUST BE ACCOMPANIED BY AN ADULT IN THE WATER, UNLESS the child has successfully passed a swim test. LESSEE is responsible for ensuring all guests comply with this directive and are subject to permit revocation should they fail to comply. Adults are responsible for watching, controlling and keeping their children and/or those under their care from disrupting others at all times. \_\_\_\_\_Initial
- For all youth swim programs LESSEE verifies that all participants under 48" have been properly swim tested or will be accompanied by an adult in the water with a 1 adult to 1 child ratio or 1 adult to 5 children for approved day camps, unless approved by Staff. \_\_\_\_\_Initial
- LESSEE'S RENTAL IS FOR DESIGNATED LANES AT DESIGNATED TIMES ONLY. THE LOBBY, LOCKER ROOMS, RESTROOM, DECK, AND PARKING LOTS ARE NOT A PART OF RENTAL AND ARE CONSIDERED COMMON AREAS. Lobby, locker rooms, restroom and deck are exclusive if the rental is for the entire FACILITY. Tables, chairs or other equipment may not be placed on the deck or outside of the FACILITY unless permitted. \_\_\_\_\_Initial
- LESSEE's guests and participants are required to leave promptly when their permit ends. LESSEE or LESSEE's designee must remain on site until the last guest leaves the facility. Loitering in locker rooms, restroom, deck, or lobby areas is prohibited. \_\_\_\_\_Initial
- LESSEE shall not use, prop open or block emergency exit doors and/or gates in the interior and exterior of the FACILITY at any time unless approved as part of the rental or during an emergency. \_\_\_\_\_Initial

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- The specific number of guests attending the rental may not exceed the number indicated on LESSEE's contract. LESSEE may be required to provide FACILITY staff with an alphabetized guest list, including children, so that FACILITY staff may monitor attendance during the rental. FACILITY staff may also require a ticket sale manifest and/or ticket sale authorization codes. \_\_\_\_\_Initial
- City certifies FACILITY is a place of public accommodation and is accessible to persons with disabilities and in compliance with Title II & III of the Americans with Disabilities Act (ADA). LESSEE shall not render or allow any LESSEE's guests, contractors, agents, invitees to render the FACILITY inaccessible to persons disabled, or otherwise cause the FACILITY to be out of compliance with the ADA. In the event that LESSEE or any of LESSEE's guest, contractors, agents, invitees or other persons it permits on the premises render FACILITY inaccessible to persons disabled or otherwise cause the FACILITY to be out of compliance with ADA, LESSEE shall immediately remedy the cause and return FACILITY to compliance. LESSEE shall pay and hold the City harmless from any and all damages, loss or liability of any kind whatsoever resulting from its actions or those exhibitors, contractors, agents, invitees or other persons its permits on the premises in rendering FACILITY inaccessible to persons disabled or otherwise causing FACILITY to be out of compliance with the ADA, and LESSEE will, at LESSEE's own cost and expense, defend and protect the City against any and all such claims or demands. \_\_\_\_\_Initial
- **If you anticipate that a guest will be unable to participate because some aspect of the FACILITY is inaccessible to them, please notify the FACILITY staff at the time that you reserve the FACILITY.** \_\_\_\_\_Initial
- **Neither LESSEE nor LESSEE's guests shall use, distribute or sell prepared food in any polystyrene food service ware while using FACILITY pursuant to this contract. LESSEE assumes responsibility for preventing the use, sale and/or distribution of polystyrene food service ware, glass products, or foods stored and or served in glassware by LESSEE's guests while using FACILITY pursuant to this contract.** \_\_\_\_\_Initial

### VIII. PUBLICITY, SIGNAGE, DECORATIONS, DELIVERIES AND SETUP

- LESSEE may not publicize FACILITY's office telephone number for event information.
- Arrangements for all exterior signage and banners must be pre-approved by FACILITY staff a minimum of two weeks prior to rental. Exterior signage and banners will only be approved for open-to-the public events and may only be displayed during the time designated for LESSEE's rental of the FACILITY. Exterior signs and banners must be hung in predesignated areas. For banner specifications, please contact FACILITY office. LESSEE may not tape signs up on exterior walls, doors or interior hallway walls, and except as outlined above, may not place any kind of signage in the park walkway or any part of the exterior surrounding of the FACILITY. \_\_\_\_\_Initial
- The use of tape, nails, pins and staples is prohibited in the FACILITY. Absolutely no glitter, confetti, birdseed or rice is permitted on CITY property. Clean-up fees pursuant to Section I, Item 3, above will be charged for accordingly if clean-up needs to occur. \_\_\_\_\_Initial
- All table and chair requests must be submitted to FACILITY office a minimum of two weeks prior to event. Any changes to the rental equipment list and setup may result in additional charges. FACILITY will not store LESSEE's items prior to or following the rental. There may be a separate fee for the use of City equipment. \_\_\_\_\_Initial
- LESSEE and LESEE's guests shall not at any time allow any item, including but not limited to merchandise, tables, chairs and wheelchairs, to be placed in any access-way or hallway, or to block doors in any way. \_\_\_\_\_Initial
- LESSEE must be present for delivery and/or pickup of any items at FACILITY. FACILITY staff will not accept any items without an authorized person present. Items must be delivered and picked up the day of the rental unless otherwise contracted with FACILITY staff. \_\_\_\_\_Initial

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### IX. FOOD, BEVERAGE AND ALCOHOL REGULATIONS

If LESSEE brings food and non-alcoholic beverages into the FACILITY, LESSEE must obtain prior approval from FACILITY staff and pay all applicable food cleanup fees. If LESSEE hires an outside caterer to come on to the FACILITY premises, the caterer must provide the FACILITY office with a valid Culver City Business License and Insurance Certificate and Endorsement for \$1,000,000 general liability naming the City of Culver City as additionally insured. If LESSEE brings food or beverages into FACILITY buildings without prior written authorization from FACILITY staff, LESSEE may lose rental privileges of all PRCS FACILITIES. \_\_\_\_\_Initial

### X. CITY AND FACILITY STAFF RIGHTS AND RESPONSIBILITIES

- The City Manager and/or his/her designee may cancel the rental contract without prior notice when in the sole discretion of the City Manager and/or designee, the proposed use of FACILITY will be contrary to the public interest or LESSEE has misrepresented itself or the rental purpose. \_\_\_\_\_Initial
- The City Manager and/or his/her designee may cancel the rental contract without prior notice when in the sole discretion of the City Manager and/or designee, the proposed use of FACILITY will be contrary to the public's safety. IE: In the event of any mechanical malfunction, chemical imbalance and/or any other act of nature or otherwise that may put LESSEE and/or LESSEE's participants at risk. \_\_\_\_\_Initial
- The City Manager and/or his/her designee may cancel, modify or adjust the rental contract with prior notice when in the sole discretion of the City Manager and/or designee, the cancellation, modification or adjustment is in the City's best interest.. \_\_\_\_\_Initial
- Any authorized City representative has the right to enter any rental at any time during the occupancy of the contract without fee or prohibitions. \_\_\_\_\_Initial
- SECURITY may be required for any event at the sole discretion of FACILITY staff. When required, City-contracted security guards will be provided by FACILITY at LESSEE's expense. **Outside security companies are prohibited.** City-contracted security guards are at all times under the supervision and direction of FACILITY staff. At no time are City-contracted security guards under the supervision or direction of LESSEE, nor are they available to serve as staff for LESSEE's rental. \_\_\_\_\_Initial
- FACILITY staff supervise and handle the entire complex with no one assigned exclusively to an individual rental. FACILITY staff may in their sole discretion require LESSEE to hire a City staff to be dedicated to LESSEE's rental at LESSEE's expense. \_\_\_\_\_Initial

### XI. LANE UTILIZATION AND UNDERUTILIZATION DEFINITIONS AND PROCEDURES

#### • Lane Minimums and Maximums

Program	Long Course Lanes		Short Course Lanes	
	Minimum	Maximum	Minimum	Maximum
Youth Programs	1	12	1	10
Adult Programs	1	10	1	8

- **Responsible Use of Lanes:** It is LESSEE's responsibility to ensure safe and appropriate use of their allotted lanes. LESSEE is responsible for designing their program and practice times around the allotted lanes. Irresponsible use of the lanes (i.e. packing multiple swimmers in a lane causing an unsafe environment for LESSEE's participants) is cause for the cancellation of a permit. \_\_\_\_\_Initial
- **Daily Lane Usage:** If a lane is not occupied within 15 minutes after the start of the rental time, FACILITY staff can elect to reassign the lane/s for the day. \_\_\_\_\_Initial
- **Underutilized Lanes:**  
Defined as lanes that are not used for two consecutive permitted days within a permitted quarter or two days within any permitted week. \_\_\_\_\_Initial

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- **Underutilized Lane Reallocation Process:**

1. FACILITY staff will send an email to the LESSEE documenting the number of unused lanes and will give the LESSEE notice to begin utilizing the lane/s.
2. Lane usage will be re-evaluated after 4 weeks. If the lanes remain underutilized based on the definition above the LESSEE will be notified that the under-utilized lanes will be reallocated effective the 1<sup>st</sup> of the subsequent month.
3. Lanes will be reallocated according to the standards listed in the ***Rental Procedures and Guiding Principles for Pool Lane Allocation***.

### XII. PROHIBITED ITEMS:

LESSEE's must agree to abide by the following rules and guidelines. Failure to comply with and or adhere to the below guidelines is grounds for the cancellation of the rental. \_\_\_\_\_Initial

- Smoking of tobacco and marijuana products
- Use of electronic smoking devices (vaping)
- Illegal drugs or drug paraphernalia
- Guns, weapons or weapon exhibitions
- Pyrotechnics or any fire presentations unless permitted by the Culver City Fire Department
- Live non-service animals, reptiles, birds, insects, fish or other sea creatures
- Illegal gambling
- Bullying
- Adult film production
- Massage and exotic dancing, nudity and partial nudity, unless permitted by the Committee on Permits and Licenses.
- Other uses, activities or items that are unlawful in accordance with local, state or federal law; and other uses, activities or items that are deemed contrary to the public health, safety or welfare, as determined by the City Manager or designee.
- Other activities that do not comply with industry best practices and facility standards, rules and regulations.

### XIII. PERMIT GUIDELINES AND RULES

LESSEE and LESSEE's guests must abide by the following rules and guidelines. Failure to comply with and or adhere to the below guidelines is grounds for the cancellation of the rental. \_\_\_\_\_Initial

- Program participants are not allowed into the FACILITY especially the water until a coach is on deck and no more than 15 minutes prior to the rental.
- It is the coach's responsibility to get all program participants out of water on time.
- The coach must remain on deck until the last swimmer exits the water and remain in the FACILITY until the last participant leaves the FACILITY.
- Hypoxic training and/or prolonged breath holding drills are strictly prohibited.
- Coaches are responsible for picking up the equipment left out on deck at the end of their practice.
- Subletting of lanes or space is strictly prohibited.
- There is no photography allowed on deck by LESSEE or LESSEE's guests during their rental unless LESSEE receives prior written authorization from FACILITY staff prior to the photography date. \_\_\_\_\_Initial
- Photography in the locker room is strictly prohibited.
- FACILITY staff directives are final and non-negotiable. Should a disagreement arise, LESSEE must abide by the staff's immediate directive and then address the issue directly with FACILITY management via email.
- Bullying or intimidation of staff, guests, other renters and/or any plunge patron is strictly prohibited.

### XIV. The City Council sets all FACILITY fees. Fees may be adjusted every July 1<sup>st</sup> and any increases shall be applied to all FACILITY rentals regardless of when contract was executed. \_\_\_\_\_Initial

## RENTAL TERMS AND CONDITIONS

**XV.** LESSEE agrees to abide by all Terms and Conditions attached and on the front and back of this contract.

I, \_\_\_\_\_ am the Authorized Representative and LESSEE  
(Print your name)  
for \_\_\_\_\_  
(Organization Name)

As the LESSEE, I on behalf of myself, my organization and participants, have read and agree to abide by all the TERMS & CONDITIONS listed above and understand that failure to abide may result in loss of all or part of our security deposit and/or future rental privileges of all PRCS FACILITIES.

\_\_\_\_\_  
(LESSEE Printed Name)

\_\_\_\_\_  
(LESSEE Signature)

\_\_\_\_\_  
Date