



City of Ocoee Private Party Pool Agreement

Standard Facilities Use Agreement –Terms & Conditions

The City of Ocoee is looking forward to working with you for your upcoming event. Below you will find the terms and conditions that must be followed by the undersigning rental party.

PLEASE INITIAL IN THE SPACE PROVIDED:

DAMAGES AND REPAIRS: The Rental Party agrees to be responsible for all damages to the building, grounds and equipment associated with the use of the Ocoee Family Aquatic Center. The Rental Party shall make no temporary or permanent modifications to the property without prior written consent of the City of Ocoee.

NOISE ORDINANCE: The City of Ocoee has a standing noise ordinance. This noise ordinance is complaint driven and the Rental Party may be asked to turn down or turn off any music not meeting the City's requirements. Please inform your chosen DJ of the City's noise ordinance of which a copy is provided. **Any music performed or played requires written approval from Parks and Recreation Staff.**

SECURITY:
The City of Ocoee reserves the right to require police presence at an additional cost to the Renter for any event (i.e. additional security, crowd control, or other conditions). The number of police officers will be based on the number of participants or the type of activity and determined by the Ocoee Police Department or the Ocoee Parks and Recreation Department. Requirements must be met or arrangements made ten (10) day prior to the event.

Any event that includes profanity, protests or other controversial subject matter must be stated in the contract and approved by Parks and Recreation Department. If such event is not disclosed and approved prior to the event date, then the City of Ocoee has the authority to cancel the event with no refund or prorating of fees. Courtesy and safety are mandatory. Equipment abuse, profanity, and fighting are unacceptable behavior and may result in expulsion from the facility. No illegal drugs will be permitted on the premises. Use of tobacco products must adhere to city ordinances and are prohibited indoors. Loitering or drinking of alcoholic beverages is prohibited in the parking lot.

If deemed necessary by Parks and Recreation staff, a group may be requested to submit in writing details of their organization, explanation and nature of event, the number of guests expected, and any special needs or requirements. The City of Ocoee reserves the right to deem any activity inappropriate for the Ocoee Family Aquatic Center.

EVENT SUPERVISION: Ocoee Parks and Recreation staff will be assigned to permitted activities and shall have complete authority over the facility, all equipment, participants and activities, including the authority to request changes in activities or cessation of activities. The contracted renter must be present during the entire rental period.

SUPERVISION OF MINORS: Groups composed of minors shall be supervised by at least one adult who is 21 years of age or older per 15 minors at all times. Application for facility use must be made by an adult 21 years of age or older who will be present throughout the event and responsible for the activity. Minors must remain in the rented facility room and shall not be allowed to roam unsupervised



ANIMALS: Animals, except for documented service animals, are not allowed in the Ocoee Family Aquatic Center unless prior approval is obtained from the Parks and Recreation Department.

CLEAN UP: It is the responsibility of the renter to make sure the Ocoee Family Aquatic Center is returned to the condition it was provided to the renter and to the satisfaction of the Parks and Recreation staff. At the conclusion of your event, a walk-through of the facility with Parks and Recreation staff will be conducted.

- All items brought into the Ocoee Family Aquatic Center by the renter must be removed by the end of the rental period. Renters must remove all food, materials, non-City equipment, decorations and garbage. The City of Ocoee is not responsible for any materials left behind.
- Waste and all paper products must be placed in receptacles provided and disposed of in the dumpster located behind the Center. The Parks and Recreation staff will provide additional trash liners if needed.
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INSURANCE: Some events may require the renter to obtain a Certificate of Insurance evidencing General Liability Insurance. If your event will include the use of an entertainment group, DJ or lighting specialist you will be required to provide a Certificate of Insurance evidencing General Liability Insurance coverage with limits no less than \$1,000,000.00 for a single occurrence and \$2,000,000.00 aggregate for personal injury and property damage, naming the City of Ocoee as an additional insured party. The vendor that is retained for your event will typically be able to provide a Certificate of Insurance. If not, your personal insurance agent or an insurance agency can assist you. Questions regarding specific requirements can be referred to the Ocoee Parks and Recreation Department.

CANCELLATIONS: In the event of a cancellation there will be a \$10.00 check processing fee to receive a refund.

The City of Ocoee, acting in good faith, may cancel your event in circumstances where the facility you requested becomes unsafe for your intended use. Such circumstances include but are not limited to, natural disasters, environmental hazards, civil disturbances or other events affecting public health and safety. In such circumstances, the City of Ocoee is under no obligation to refund your rental fee but it may do so at its sole discretion. The City of Ocoee will attempt to give you reasonable notice of the cancellation.

The Renter signing this agreement hereby acknowledges receipt of this Facilities Use Agreement Terms and Conditions and Rules & Regulations and agrees to be personally liable for any damages caused to the Ocoee Family Aquatic Center during the period of rental stated on the contract.



Ocoee Family Aquatic Center Rules & Regulations

1. Lifeguards have total authority over everyone in the pool area and may enforce rules not listed as the situation warrants.
2. Alcohol and drugs, including cigarette smoking are prohibited. Intoxicated or impaired individuals will be asked to leave.
3. No running is allowed on the pool deck.
4. Foul language and behavior will not be tolerated.
5. Children who are not toilet trained must wear swim diapers.
6. All swimming attire shall conform to commonly accepted standards at all times. No thongs, "t" backs or any indecent exposure of the person will be tolerated.
7. Children age 12 and under must be accompanied by an adult or guardian (18 years or older) to enter this facility. Children age 6 and under must have a parent or guardian (18 years or older) with them at all times.
8. Diving and jumping into this pool is strictly prohibited.
9. All persons entering this facility must pay an entrance fee (swimming or observing).
10. Only U.S. Coast Guard approved personal flotation devices are permitted. No other flotation devices will be allowed.
11. Goggles with nose pieces and snorkels are prohibited.
12. No knives or items that could be considered as a weapon are permitted.
13. Directions provided by the lifeguards must be followed. Failure to comply can result in loss of privileges. Facility staff will enforce these and other City Regulations that pertain to this facility.
14. No one is permitted in the lifeguard chairs except the lifeguards.
15. No animals are allowed (except service animals).
16. Use of this facility when city lifeguards are not present is strictly prohibited. No trespassing allowed.
17. During inclement weather the pool will be closed at the lifeguard's discretion. The pool will remain closed 30 minutes after the presence of thunder and lightning.



Affidavit

The City of Ocoee hereby grants the signed renter permission to use the Ocoee Family Aquatic Center facilities as outlined, subject to the Terms and Conditions of this Agreement contained herein and attached hereto, all of which form part of this Agreement. By signing below, renter acknowledges receipt of, and understanding of, facility rules and regulations which are provided on a separate attachment. Renter acknowledges that no verbal agreement regarding the use of City property shall be made, nor in any way be binding on the City. The City reserves the right to terminate and/or cancel any rental contract, use agreement, class or program using this facility. Unless immediate action is deemed necessary, a 30-day written notification of the termination/cancellation shall be provided to the user by the City. By execution hereof, the undersigned releases and discharges and agrees to hold harmless the City of Ocoee, its officers, agents, and employees from any and all claims, demands, action, or right of action arising out of or by reason of the use of City-owned property and agrees to be responsible for the actions of all present concerning the terms and conditions of this rental.

Printed Name of Renter

Printed Name of Witness (Parks & Recreation Staff)

Title

Title

Signature

Signature

Date

Date

Identification (example: Florida Driver License) - ATTACH COPY TO CONTRACT



CITY OF OCOEE RECREATION DEPARTMENT

POOL PARTY PAVILION PERMIT

1820 A.D. Mims Rd, Ocoee Fl 34761 (407) 905-3180 FAX (407) 654-4734

Date of Application: _____		Name: _____	
Name of Organization (if applicable): _____			
Street Address: _____			
City: _____		State: _____	Zip Code: _____
Home Phone: _____		Office/Work Phone: _____	
DATE REQUESTED _____			
TIME REQUESTED	TOTAL HOURS	ANTICIPATED ATTENDANCE	
_____ am / pm / am / pm	_____	_____	

RENTAL FEES (For Official Use Only)

PAVILION RENTAL FEE - \$30 PER HOUR (during public swim hours)
\$125 PER HOUR (during non-public swim hours)

****Reservations are not accepted without full payment****

TOTAL HOURS OF PARTY _____

TOTAL AMOUNT \$ _____

CHECK # _____

CITY OF OCOEE-BY: _____

MONEY ORDER # _____

Maximum of 25 Guests – during public swim hours - each guest pays entrance fee

Maximum of 100 Guests – during non-public swim hours -no charge for guests