



**Fees:** The User shall pay in advance the total rental fee listed under the **Rental Period**. Payment is due in full prior to the first date of the rental period. Checks to *Brownell-Talbot School*. Credit card payments may be made using our online system.

**Proof of Insurance:** User must provide proof of insurance of sufficient limits naming Brownell-Talbot School as additional insured. The policy must list User as "Insured." The policy must not expire before the last date of the Rental Period

**User Staff Certification Requirements:** User is required to have a certified pool operator and a certified lifeguard on deck at all times that the pool is being used. (It is acceptable for one staff member to hold both certifications.) The Pool Operator must be licensed by the State of Nebraska Department of Health, and is responsible for making decisions regarding safe usage of the pool. These are the minimum certification requirements. Proof of additional certification may be required depending upon the function. (i.e. USA Swimming functions require current USA Swimming coach registrations.) Proof of certification is to be displayed at the Facility.

**Facility Security:** User may be issued a key(s), access card, and security clearance for its use of the Facility during non-operation hours, such as Friday evenings and weekends. Keys and access cards will be issued at the discretion of the Aquatics Director. User agrees to assume the responsibility for the safety and welfare of the people and property of the School. User agrees to maintain the integrity of the campus security measures and not allow access to areas outside of the defined Facility space. User agrees to secure the Facility at the conclusion of the rental time-block. User further agrees to immediately report lost/missing keys and/or access cards to the Aquatics Director. The timely reporting of lost/missing keys and cards allows for contingency measures to be put in place until recovery of the key or the implementation of the process for re-keying. A lost/missing key situation will be reviewed for cost assessment to the User.

**Facility & Equipment Use:** User will be responsible for the supervision of its participants while in the facility. At least one of User's staff members will be required to be on the pool deck at all times during the rental periods to ensure proper supervision, discipline, and safety. User's staff members are responsible for responding to any accidents or injuries that may occur while using the facility. User will be allowed usage of those areas described under **Facility** above.

User will be responsible of the proper use of facility equipment, including, but not limited to, set-up, take down, and proper storage. Equipment damaged by improper use shall be replaced by User. User's equipment may be stored at the facility if space is available. Such equipment will be stored at User's own risk. The School is not responsible for lost, stolen or damaged equipment which is left at the facility. Users are not to leave personal items in the lockers. Personal locks must be removed at the conclusion of the rental time-block.

**Food & Beverages:** Water in non-glass containers is allowed throughout the Facility. Food and other beverages are permitted in the pool level hall only. No glass may be used anywhere in the pool facility. Food must be consumed or removed within the rental time. Smoking and alcoholic beverages are not allowed on school property at any time.

**Clean-up:** Clean-up of the pool facilities after a private function is the responsibility of the User and must be completed during the rental time period. This includes placement of all trash into appropriate trash receptacles, clean up of food/beverage spills, removal of any decorations or signage, and restoration of furniture items and pool equipment and toys to their pre-event positions.

## CANCELLATION POLICIES

**Cancellation by User:** Cancellation of reservations for extended time-block functions may be made without penalty up to 48 hours prior to the start of the function. Cancellation of reservations for extended time-block functions within 48 hours of the start of a function shall result in forfeiture of 50% of the rental fee. A time-block shall be deemed cancelled upon written confirmation of the cancellation by the Aquatics Director. Cancellation of part or all of a time-block for an Extended Time-Block Usage Agreement may result in the User no longer qualifying for the Extended Time-Block rate. Any difference in the total rental fee owed the School due to a cancellation-based rate change must be paid prior to the next scheduled rental time-block.

**Cancellation by School: Mechanical Issues:** Every effort is made to keep the pool in operating conditions at all times. In the event that the pool is closed due to mechanical problems the School will attempt to reschedule a missed rental time-block. If the time cannot be rescheduled, a full refund for the time-block rental will be issued to User. **School Functions:** School activities take priority over pool usage. Every effort is made to schedule around school activities. Occasionally an unforeseen School event will require the closing of the pool or the use of the pool for a School function. In this event an attempt will be made to reschedule the missed rental time-block. If the time cannot be rescheduled, a full refund for the time-block rental will be issued to User. **Severe Weather:** The pool is not to be opened on official Brownell-Talbot School snow days. Closing the pool for the safety of patrons and the protection of school people and property on non-school days is at the discretion of the Aquatics Director. A full refund for unused time-blocks will be issued to user.

A cancellation by the School will not result in a rate change to User. The School will notify the User immediately upon learning of an impending function related or mechanical related closure.

**SAFETY ISSUES**

**Notice:** User's coaches will be responsible for alerting its athletes to the risk of injury or impairment to which they may be exposing themselves by engaging in swimming pool activities.

**Swim Test:** Children twelve years and younger are required to pass a minimum 15' swim test in water over their heads. Children refusing to take the test or unable to complete the test shall not be allowed to swim during a pool rental.

**Emergency Action Plan:** User agrees to respond to emergency situations per the posted facility EAP.

**It's Your Choice:** User agrees to obtain a signature from each participant on the School's "It's Your Choice" document. A copy of "It's Your Choice" is attached to this Agreement.

**Supervision:** *User is responsible for control and supervision of all participants during a rental.*

- User shall be responsible for determining who shall be permitted to participate in its activities and use of the Facility.
- User shall be responsible for the actions of the participants of its activities and use of the Facility.
- User agrees to require the participants of its activities and use of the Facility to obey the Brownell-Talbot Aquatics Pool Rules.
- User shall be responsible for any damage to the Facility, the property of the School or other persons located therein caused by the use by and activities of the User and its participants.

**Release:** User and its participants agree to indemnify and hold harmless Brownell-Talbot School, its officers, employees and agents, their successors and assigns, individually or collectively from and against all liability for any fines, claims, suits demands, actions, or causes of action of any kind and nature asserted by User, its participants or anyone else, for personal injury or death, or property damage in any way arising out of or resulting from the activities or use of User and its participants on the Premises pursuant to the terms of this agreement and User further agrees to pay all expenses in defending against any claims made against Brownell-Talbot School; provided, however, that User shall not be liable for any injury, damage or loss occasioned by the negligence or willful misconduct of Brownell-Talbot School, its employees or agents.

**Additional Requirement / Restrictions Specific to this User:**

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**Facility Tour Items Specific to this User:**

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***Initial each box above to indicate acceptance of terms.***



**USER ACKNOWLEDGEMENTS**

**I acknowledge the following:**

- I have received a copy of the B-T Aquatics Extended Time-Block Usage Agreement and have reviewed it thoroughly.
- I agree to comply with the foregoing terms and conditions of this Extended Time-Block Usage Agreement.
- I have taken a tour of the Facility. I know which areas of the campus are included in the Agreement. I have located emergency exits. I know where to find and how to use the Emergency Action Plan, rescue equipment, and pool maintenance equipment and supplies.
- I agree that the Facility will be returned to its pre-event cleanliness and arrangement immediately after the function and within the rental time block.
- I agree that I will require of swim test of all participants twelve years old and younger. Participants who do not pass the test will not be allowed in the water.
- I accept responsibility for any keys and/or access cards issued. I know which doors to secure and how they are to be secured.
- I agree that actions, activities, or use of the Facility or School owned equipment and supplies outside the scope of the stated purpose of the rental without prior approval can be considered theft, trespass, or theft of service and may result in immediate termination of this Agreement.
- I acknowledge that I represent the above named User and its participants and that I have requisite authority to do so.

**Attachments included in this Agreement**

- B-T Pool Rules
- *It's Your Choice*
- Facility EAP
- Accident Report
- Key Issue Form
- Emergency Contacts
- Orientation Meeting Agenda

**and**

- Copy of User's Pool Operator Certificate
- Copy of User's Lifeguard Training Certificate
- Additional Required Certificate(s): \_\_\_\_\_, \_\_\_\_\_
- Insurance Certificate listing Brownell-Talbot School as additional insured.

**User Contact Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_, 200 \_\_\_\_

**User Contact Printed Name & Title** \_\_\_\_\_

**School Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_, 200 \_\_\_\_

**School Contact Printed Name & Title**      Jeanie Neal, Aquatics Director