



City of Conroe Aquatic Center
1205 Callahan Avenue; Conroe Texas 77301
Phone: 936.522.3930 Fax: 936.522.3935
(Mailing address: P.O. Box 3066; Conroe, Texas 77305)

Rental Information 2017

GENERAL INFORMATION

The City of Conroe's Aquatic Center pools are available to rent. Contact 936-522-3930 to rent any part or all of the facility(s).

FACILITY DESCRIPTIONS

- The Aquatic Center is located at 1205 Callahan Avenue. This facility includes three pools with restrooms/changing area. The water park has zero depth entry, interactive play structures, two water slides, and three pavilions. Lounge chairs and tables surround the pool. The competitive pool has eight 25 yard lanes, 13' deep diving well with two 1 meter diving boards, and a one and five meter diving platform. The instructional pool has six 25 meter lanes and a 10' deep diving well. The water park is available May-September. The competitive and instructional pools are covered and are available year around.
- The Oscar Johnson, Jr. Community Center pool is located at 100 Park Place. This facility has zero depth entry, a giant mushroom spray, water volcanoes, a slide and three 25 yard swimming lanes.

RESERVATION PROCEDURES

- Facilities are available on a first come first served basis.
- Rental requests are received by Aquatic Center staff at 1205 Callahan, faxed to 936-522-3935, or emailed to jbrown@cityofconroe.org.
- A two-hour minimum is required for all rentals.
- The requested rental time must include set up and clean up time.
- Rental agreement deposits and fees must be received at least ten (10) business days in advance of the requested rental date. Failure to do so voids the rental agreement. A rental permit shall be issued when all fees are paid.
- Cancellations must be made at least ten (10) business days in advance of the reservation in order to receive a refund of the deposit.
- The City may deny a rental agreement based upon the lessee's past use of City facilities.
- Pending staff availability, the City may rent facilities on- New Year's Day, Martin Luther King Jr., Easter Weekend, Memorial Day, July 4th, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve. An additional fee of \$15.00 per hour per staff person will be added for these dates.

PUBLIC FUNCTION OR PRIVATE FUNCTION

- If LESSEE's usage is for a **Public Function**, the lessee shall not prohibit, dissuade, prevent, or exclude any member of the public based upon or regarding, an individual's race, color, religion, sex, age, national origin, or disability. If LESSEE's use or intended use is found to be in violation of this clause, this rental agreement shall be subject to immediate termination by the City and the Parks and Recreation Department.
- If LESSEE's usage is for a **Private Function**, the lessee shall not advertise, promote, announce or open the event to the public, in any manner. If such event is determined to be open to the public, the LESSEE must abide by the rules regarding a Public Function.

SERVICES

- Use of facility, lounge chairs, restrooms/changing area, designated parking, and lifeguard staff.
- Additional tables and chairs may be available for an additional fee.
- Set up and clean up of the event are not included in rental fee; staff are available to set up and take down tables and chairs for an additional fee.

RESTRICTIONS

Violation of these restrictions may result in the City retaining the entire deposit or a portion thereof.

- All posted rules and regulations must be adhered to during all rentals.
- All tables, chairs, etc. shall be set up by LESSEE, and then returned to the designated storage area upon conclusion of the event by the lessee.
- Use of glass containers is prohibited.
- No banners/signs of any type may be displayed outside the rooms or be visible from outside the building.
- Use of confetti is prohibited.
- Use of candles, other than floating candles (table decorations) is prohibited.
- Alcoholic beverages are prohibited on City property.
- Smoking is prohibited.
- Pets are prohibited, with the exception of those animals needed to assist the visually impaired.
- Damage to, or removal, of City property or equipment from the facility is prohibited.
- The activation of fire pull stations is prohibited, unless there is an actual emergency.
- Guests must remain in the designated rental areas.
- Volume level of all sound (i.e. DJ, band, P.A. system) must be maintained at an acceptable level as determined by the staff on duty.
- Parking is permitted in designated areas only.
- Lessee and guests are prohibited in areas not designated by the rental agreement.
- Trash placed in proper receptacles; placed in the exterior waste can(dumpster) at the conclusion of event.
- The event, and all necessary clean up, must conclude and the building vacated by 12:00 a.m.
- Additional cleaning services required at the conclusion of the event.
- Misrepresentation by the LESSEE to the intent, type or nature of activity to be held at the facility.
- Use of facility exceeded authorized reservation time restrictions.

ALCOHOL

Alcohol is not permitted on any City premises; inside or outside of the Aquatic Center and/or Oscar Johnson, Jr. Community Center, its parking lot or on City property thereof.

WEATHER and REFUND POLICY

If weather (lightning, thunder, tornados, etc.) prohibit entry prior to the rental, a full refund will be issued. Not showing up for a rental or not calling will result in a full payment. If weather prohibits entry before the first half of the rental concludes, a refund of 50% will be given. After the first half of the rental, no refunds will be given. In the event of pool contamination by a renter or guest, the pool will be vacated as per Texas Health Codes. Refunds will not be given due to pool contamination.

PARKING

Parking is available in designated parking areas only. Vehicles parked in unauthorized areas are subject to towing at the owner's expense.

SECURITY

Conroe Police Department (CPD) will provide officers at LESSEE's expense for security purposes.

➤ City shall be responsible for contacting the CPD Security Coordinator. The CPD Scheduling Coordinator will determine the number of officers required. **A fee of \$40.00 per hour per officer is required and paid directly to the City ten working days prior to the event.**

<u>Attendees</u>	<u>Minimum Officers Required</u> (additional Officers may be assigned)
Up to 100	One (Note: all weddings and Quinceañeras will require at least One).
101 - 200	Two officers
201 - 300	Three officers
300 - 400	Four officers
400 +	To be determined

RENTAL FEES- Resident (Non-resident)

Aquatic Center	Hourly (2 hour)	Deposit
Water Park	\$150 (\$188)	\$100
Competitive Pool	\$100 (\$125)	\$100
Instructional Pool	\$100 (\$125)	\$100
Pavilions	#1-\$15(\$19) #2-\$30(\$38) #3-\$45(\$56)	
Small Meeting Room	\$20(\$26) -available during open hours only.	
OJCC	Hourly (2 hour)	Deposit
Water Park	\$100 (\$125)	\$100
Other		
Security (per Officer per hour)	\$40	

**Note- small meeting room rental includes 2 tables and 12 chairs.*

DEPOSITS

The deposit serves as collateral for possible damage to, or loss of City property. Deposits may be paid by cash, check, money order, or credit card. The LESSEE is responsible for returning the facility to its "same state" prior to occupancy by LESSEE. If the City is not satisfied as such, all or part of the deposit may be retained by the City for compensation of costs associated with labor and materials to repair/restore the facility. The LESSEE is also responsible for reimbursing the City for damage or loss in excess of the amount of the deposit. The deposit will be fully refunded within thirty (30) days of the rental date upon City satisfaction.

INSURANCE

LESSEE agrees that for any event in which amusement equipment is used such as moonwalks, dunking tanks, pony rides, etc.; LESSEE will provide a copy of insurance liability certificates from the amusement company in which LESSEE is renting the equipment; copies must be provided to reservation staff prior to issuance of a permit.

INSURANCE COVERAGE REQUIRED:

SECTION A CITY reserves the right to review the insurance requirements of this section during the effective period of the Rental Agreement and to require adjustment of insurance coverage's and their limits when deemed necessary and prudent by CITY based upon changes in statutory law, court decisions, or the claims history of industry as well as LESSEE.

SECTION B Subject to LESSEE'S right to maintain reasonable deductibles in such amounts as are approved by CITY, LESSEE shall obtain and maintain in full force and effect for the duration of this Rental Agreement hereof, at the LESSEE'S sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to CITY, in the following type(s) and amount(s):

\$250,000	each person;
\$500,000	each single occurrence for bodily injury or death; and,
\$100,000	each single occurrence for injury to or destruction of property

ADDITIONAL POLICY ENDORSEMENTS:

The CITY shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto.

REQUIRED PROVISIONS:

LESSEE agrees that with respect to the above required insurance, all insurance contracts and certificates of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- a. Name the City of Conroe and its officers, employees, and elected representatives as additional insured's, (as the interest of each insured may appear) as to all applicable coverage.
- b. Provide for thirty (30) days notice to CITY for cancellation, non-renewal, or material change.
- c. All copies of the certificates of insurance shall reference the service for which the insurance is being supplied.
- d. LESSEE agrees to waive subrogation against City of Conroe, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
- e. Provide that all provisions of this agreement concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such Obligations within applicable policies.

SECTION C Approval, disapproval, or failure to act by CITY regarding any insurance supplied by LESSEE shall not relieve LESSEE of full responsibility or liability for damages and accidents as set forth in the Rental Agreement.

SECTION D Permittee is allowed one change to permit at no charge. Additional changes will result in a fee of \$10.00 each. (Excluding changes due to weather conditions)

Aquatic Center – Rental Agreement 2017

LESSEE INFORMATION

Lessee/Contact Name	Organization Name
Lessee Address	City State Zip
E-mail Address	Cell Phone #
Day Phone #	Evening Phone #

RENTAL DATE(S) _____ **FACILITY** _____
Pavilion (if applicable) _____ **Lanes** (if applicable) _____

TIME(must include all necessary set up and clean up)
 Event Start time: _____ a.m./p.m. Event End time: _____ a.m./p.m.

NUMBER OF PEOPLE EXPECTED/ANTICIPATED _____

EVENT TYPE/PURPOSE _____
 Public or Private? _____

- If LESSEE's usage is for a **Public Function**, the lessee shall not prohibit, dissuade, prevent, or exclude any member of the public based upon or regarding, an individual's race, color, religion, sex, age, national origin, or disability. If LESSEE's use or intended use is found to be in violation of this clause, this rental agreement shall be subject to immediate termination by the City and the Parks and Recreation Department.
- If LESSEE's usage is for a **Private Function**, the lessee shall not advertise, promote, announce or open the event to the public, in any manner. If such event is determined to be open to the public, the LESSEE must abide by the rules regarding a Public Function.

RENTAL FEES

All deposits and fees must be paid prior to the issuance of a reservation permit.

FOR OFFICE USE ONLY – SERVICES PAID FOR:			
Payments			
Pool Rental Fee	\$ _____	_____	_____
Deposit	\$ _____	_____	_____
Security	\$ _____	_____	_____
Amounts Paid			
Total Fee	\$ _____	Deposit \$ _____	Date _____ Initial _____
		Rental \$ _____	Date _____ Initial _____
Balance Due	\$ _____	Refund \$ _____	Date _____ Initial _____

Signature: I have read and received a copy of the Rental Information and the Rental Agreement and agree to abide by its provisions. Lessee agrees to indemnify and hold the City of Conroe, its officers, agents, employees, and staff harmless from any and all costs, fees, and claims of liability, loss, or damage, which may arise out of the use, and/or occupancy of City of Conroe property and premises by the Lessee, its agents, guests, or invitees.

Signature	Printed Name	Date	Time
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Pool Rules - 2017

General Pool Rules apply to all of our pool locations.
Please circulate these rules among your guests.

- Swimsuits only. No shirts, Athletic shorts, undergarments or cutoffs
- The City of Conroe reserves the right to refuse entry into the facility.
- The City of Conroe is not responsible for lost or stolen articles.
- Children under 3 must remain within arm's reach of an adult at all times.
- Children 8 years old and under must be accompanied by a parent or guardian.
- Infants and young children must wear swim diapers.
- Inflatable devices and infant float seats are not permitted.
- Masks, snorkels, and/or fins may be used only by adults in lap lanes.
- Please take a soap shower before entering the pool.
- Do not enter the pool if you are ill or have an open wound.
- Concession food and drink are restricted to the tables.
- No glass containers allowed.
- Children using the slide on the Play Structure must be less than 48" tall.
- Persons using the Tower slide must be 48" or taller and be able to swim independently to the side.
- Lap lane use is for ages 16 years and older. Lanes may be restricted depending on programming.
- Dive in designated areas only.
- Use of starting blocks is restricted to supervised Aquatic Center programming.
- For your own safety, please follow the lifeguard's directives.
- Running, lewd behavior or other misconduct is prohibited.
- Alcohol and tobacco use in the facility is not allowed.
- No gum allowed in the pool.
- Other rules may apply as posted on the premises