



RENTAL RESPONSIBILITIES, RULES, AND REGULATIONS



Welcome to the Silliman Activity and Family Aquatic Center! We hope your event here is enjoyable and memorable. In order to provide you with the safest and most pleasant environment we must insist on the following responsibilities, rules, and regulations. Please review each rule and initial.

- _____ **(Initial) Party Balance:** for additional guests over the Base Booking Fee of 15 people (children and adults, including non-swimmers) due on the day of the party. The per person party fee will be charged for EVERY ONE who is in the party room regardless if they are swimming or not, this includes children and adults who are there only to watch.
- _____ **(Initial) Food/Drink:** Customers may only bring in food that is non-competitive with our café items or you may choose to order from our café. (If you choose to order from us, we require your order and payment 1 week prior to party.) Café Main Items: pizza, sandwiches, nachos, hot dogs, corn dogs, chicken nuggets, all beverages. **NO OUTSIDE BEVERAGES ALLOWED. Bottled water allowed.**
- _____ **(Initial) It is the responsibility of all guests to clean up after themselves.** Excessive spills must be cleaned; ice may not be dumped on the grass, in the planters, or in the pool. All items that have been brought into the facility must be either placed in a trash can or be removed from the facility prior to exiting the building. All decorations/balloons must be removed from the facility. **A minimum of a \$25.00 Cleaning Charge will be taken from your deposit if clean-up is not completed. Fee will also be charged for removal of balloons that have come loose and require additional equipment to remove.**
- _____ **(Initial) All party guests must be 10 years of age or older.**
- **Rental includes use of Teen Area and Aquatic Center.** The gymnasium is available for an extra fee.
- No DJ allowed. Renters may use the Teen Area stereo. Music played must not use foul language or racial slurs.
- Meet all due dates given on the reverse side of this application.
- All swimmers must have a swimming suit. No cutoffs, t-shirts, leotards, jeans, etc.
- Know and take responsibility for all of your guests.
- End your event without disturbance. Ensure all guests leave the facility premises (including parking lot area) immediately following your event.
- Remove all equipment you brought to the facility within the hours stated on the reverse side of this application.
- Accept responsibility for damage or loss of equipment.
- No signs of any type can be placed outside the facility or pool any time without proper consent of the Recreation and Community Services Department staff.
- No direct selling, receiving, consideration, or execution of contracts may be undertaken by the user without prior approval by the Recreation and Community Services Department staff.
- All users will conduct themselves in a courteous and professional manner at all times and shall not in any way infringe on the rights and operation of any tenant or customer of the Aquatic Center.
- The City of Newark reserves the right to photograph facilities, activities, and program participants for potential use in advertising brochures and the City's web page. All photos will remain the property of the City of Newark.

Refundable Deposit:

If the rental responsibilities outlined on this application are adhered to and no damage to the facility is incurred, your deposit will be refunded within two to three weeks after your completed reservation. If you paid your deposit by credit card, your refund will be returned back to the credit card on file only. If you paid your deposit by check or cash, a check payable to the applicant will be mailed to the address on the application.

In consideration of being permitted to participate in any way & in consideration of the rental benefits provided by the City of Newark, I hereby agree that neither I, my successors, assigns, nor anyone acting on my behalf will make any claim against or sue the City of Newark, its officers, agents, employees, or volunteers for injury or damage resulting from the condition of any facility, or negligence, carelessness, or other acts or omission, howsoever caused by the City of Newark or any of its officers, agents, employees and volunteers, or any third party or entity of any description as a result of my participation in the event or activity set forth above. In addition, I hereby release the City of Newark or its officers, agents, employees, and volunteers from all claims or lawsuits that I, my successors, assigns, or anyone acting on my behalf may not have, or may hereafter at any time have injury or damage due to any negligence, carelessness, or other acts or omissions, however caused by the City of Newark or any of its officers, agents, employees, volunteers, or any third party or entity of any description including, but not limited to: (1) resulting from the condition of any improved facility which has been reasonably maintained; (2) resulting from the condition of any unimproved City facility; (3) suffered by me while participating in or traveling to & from the event or activity set forth above; (4) increased or compounded by rescue operations or procedure; or (5) suffered by me in any other activity associated with the event or activity aforementioned. This release does not apply to intentional and/or willful acts of misconduct by City of Newark or any of its officers, agents, employees, or volunteers.

I hereby agree to all terms and policies on this application and affirm all statements made on this application are true and correct. I accept responsibility for all guests attending the activity. Violation of this agreement will result in immediate closure of the activity and 100% forfeiture of rental fees and deposit.

Applicant Signature: _____ Date _____