

Landa Park Aquatic Complex Rental Agreement

v.2021

Rental Fees

| Pool* | Rate | Included Guests |
|---------------------------|-------|------------------------|
| Olympic Pool | \$155 | 100 guests** (250 max) |
| Zero Depth Pool~ | \$105 | 50 guests** (75 max) |
| Olympic + Zero Pool Combo | \$180 | 150 guests** (325 max) |
| Springfed Pool | \$325 | 200 guests** (800 max) |

**Rental of a pool(s) includes usage of bathhouse restrooms and Lifeguards will be provided*

***\$2 more per guest above included guests # up to the maximum amount of guests*

~Zero Depth Pool is for 5 years and under to enjoy due to slide manufacturer and depth of the pool.

Springfed Pool is a wonderful, all-ages alternative with a zero-depth beach entry and multiple attractions and water levels

Rental Ratios

| Minor's Age | Adult to Minor Ratio |
|-------------|----------------------|
| 0-3 years | 1:2 |
| 4-7 years | 1:5 |
| 8-12 years | 1:8 |
| 13-17 years | 1:10 |

Renter Information

This person will be tied to the Organizational account in our system & point of contact for the rental

Name: _____ School/Group/Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone #: _____ Alternate Phone #: _____

Email Address: _____

Rental Information

Date: _____ Pool(s): _____ Time: _____

of total Guests: _____ # of Adults (18+): _____ # of Minors(<18): _____

Rental Purpose: _____

Rental Fee (to be filled out by Parks Dept): _____

Rental Terms

The following terms govern the agreement between the City of New Braunfels and the renter ('Renter Information') for the Landa Park Aquatic Complex at the specified rental period above ('Rental Information'):

1. **Rental Time.** Rental time includes all setup and teardown/cleanup of facility.
2. **Presence of Renter.** The renter of the facility must be on-site and available during the entirety of the rental.
3. **Guest Conduct.** All guests of the rental must follow pool rules and instructions of facility staff. Violation of facility rules or directions by facility staff can result in expulsion of guest(s) from the facility, and possibility of renter/organization being unable to book future rentals.
4. **Adult Supervision of Minors.** Adults attending the rental must actively be supervising minors in attendance at the event to ensure they are complying with pool rules and conducting themselves in an appropriate manner **inside bathhouse, in the pool and on deck.** Violation of adult/minor ratios or failure of adults to actively supervise minors can result in cancellation of rental with no refund.
5. **Bad Weather.** In the event of bad weather, the rental may be rescheduled for a future date (only for the same season and at the discretion of the City/if availability allows) or a full refund will be issued, if the renter contacts the City at least 48 hours prior to the rental time. In the event bad weather prohibits the usage of the facility for a portion of the rental, no refund will be issued.
6. **Facility Condition.** Renter is responsible for leaving facility in the condition it was found. Failure to do so may result in renter being unable to book future rentals, at the discretion of the City.
7. **Facility Rental.** The renter and their guests are only entitled to use the use pool(s) of the Landa Park Aquatic Complex that are included in their contract along with the bathhouse restrooms. Usage of other pool(s) or facilities not included in the rental terms will incur additional fees at standard rental rates.
8. **Payment.** Payment must be made **in full** before rental is secured. The City will issue an invoice for organizations which will hold the reservation date and time. Invoices must be paid at least 5 days in advance of the reservation, or the reservation will be cancelled. Any returned payment will be subject to additional bank fees as incurred by the City for the returned payment.
9. **Cancellations & Refunds.** A \$7 handling fee will be assessed to each customer requested cancellation for pools. Refunds will be received within 14 business days.
 - a. **Full refund:** If received 48 hours or more prior to the reservation date
 - b. **Half Refund:** If received less than 48 hours prior to the reservation date.
 - c. **No refund:** If a group fails to show or no cancellation notice is received prior to the date of the reservation.
10. **Music.** Live music is prohibited at the pool, but music boxes are permitted as long as they are played at a reasonable volume (at the sole discretion of the facility) and the music played does not contain vulgar, offensive, or explicit content.
11. **Party Decorations.** Any party decorations must be approved by aquatic management before use. Decorations may not be nailed, stapled, or taped to any part of the facility, including trees.

PARKS AND RECREATION DEPARTMENT

Decorations must be placed with a removable sticky tack that does not damage surface. The renter must remove ALL decorations before exiting the facility.

12. **Food & Drink.** Renter is allowed to bring in own food and drink to facility as long as food or drink does not get taken into water by guests, however there is no cold storage available. Barbeque grills, alcohol, Styrofoam, and glass are prohibited. Renter may have food delivered to the facility.

Liability Release

Lessee hereby releases the City of New Braunfels from all damages and claims of every sort, whether to person or to property, arising incident from use of the premises, and agrees to hold the City harmless from any damage sustained by Lessee or by any of its agents, employees or invitees, including its patrons, and to indemnify the City against any and all claims for such loss, damage or injury, including attorney's fees. Lessee shall and will indemnify and save harmless Lessor (City of New Braunfels, its officials, agents and employees) from and against any and all claims, and against all costs, damages and expenses to which the Lessor may be put by any reason of any injury, or alleged injury, to person or property resulting or alleged to result from or to be occasioned by the acts or omissions of the Lessee or Lessor, whether negligent or otherwise, during Lessee's occupation and use of the leased premises, including restrooms, adjacent sidewalks, outdoor areas and parking lots. Lessee or its insurer shall make payment of any and all sums recovered against Lessor in any suit or suits arising from such alleged injury or damage to which the Lessor may be made a party, together with all costs, damages and expenses borne by Lessor in connection with the defense of such suits, all in a manner as to save Lessor harmless from any expense connected with actions and claims arising from Lessee's use or occupation of the leased premises, including restrooms and all adjacent sidewalks, outdoor areas, facilities and parking lots.

Agreement

By signing below, I attest that the rental information is correct and I understand all rental terms contained within this agreement. I also agree to abide by the terms of this agreement and that I have authority on behalf of the sponsoring group/school/company to enter into an agreement.

Signed: _____ Date: _____

Printed Name: _____

Contact Information

Hayden McDonald
Aquatic Programs Supervisor
City of New Braunfels
830-221-4365
hmcdonald@nbtexas.org