

CITY OF EUSTIS
AQUATIC CENTER RENTAL OPERATING RULES AND REGULATIONS

The following rules and regulations apply to the Eustis Aquatic Center. All rental facilities are under the direction of the CITY MANAGER and subject to the authority of the City of Eustis Commission. The CITY reserves the right to amend these rules from time to time. **CITY rental facilities may not be used for adult or youth events held with the intent of making a profit or for promoting a profit making, non-charitable organization; the exception being community service events. Individual users, other than community service organizations, may not charge an admission fee. CITY retains the right to define community service event.**

SECTION 1. DEFINITIONS. When used herein, the following definitions shall apply:

- A. **CITY** when used hereinafter is defined as the City of Eustis located within Lake County, Florida.
- B. **CITY MANAGER'S DESIGNEE** is defined as the **DIRECTOR OF PARKS & RECREATION** unless otherwise noted who is assigned administrative and managerial responsibilities by the CITY MANAGER for the City of Eustis to carry out its plans, duties and policies for the recreational facilities.
- C. **DESIGNATED RESPONSIBLE INDIVIDUAL(S)** is defined as adult(s) of majority age and good moral character.
- D. **GROUP** shall be understood to mean any assemblage of persons, regardless of age or sex, or any corporation, company, association, firm, copartnership, club or society, or any association of persons, or any agent or employee thereof.
- E. **USER** shall mean any individual, corporation, company, association, firm, copartnership, club or society, or any association of persons, or any agent or employee thereof who will obtain a lease or use agreement from the CITY MANAGER DESIGNEE for use of any recreational facility and be responsible for groups participating in special events or gathering.

SECTION 2. PROPER USE OF RENTAL FACILITY. The CITY, its officials, agents, and employees, are not responsible and will not be held liable for loss or damage to personal property or accidents, personal injury, or death that occurs by the negligence of others during the use of the facility. Any accident or injury must be reported to the DIRECTOR OF PARKS & RECREATION OR DESIGNEE in writing before the end of the rental period.

- A. All reservations for use of the facility will be through the DIRECTOR OF PARKS & RECREATION OR DESIGNEE. Such reservations will be in accordance with rules and regulations governing use of the facility as adopted or approved by the City Manager. All applications for use of the facility will be in writing and on the approved form prepared by the CITY. All fees associated with the use of the rental facility or any part thereof will be within the approved fee schedule and all moneys received for such bookings and use shall be accounted for by receipt forms by the CITY Parks & Recreation Department Office.
- B. Applicants for reservations must satisfy the CITY that they represent responsible organizations, will guarantee orderly behavior, and will underwrite any damage due to their use of the facility, but the CITY reserves the right to deny any application that the CITY believes may be detrimental to the public welfare.
- C. Applications for Use Agreements will be processed as received. Where a conflict develops, final determination of any such conflicts will be determined by the first deposit received or with the DIRECTOR OF PARKS & RECREATION OR DESIGNEE. The CITY has the right to accept or reject any application that it feels does not serve the best interest of the CITY or the citizens of the City of Eustis.
- D. Use Agreements can be obtained at the City of Eustis Aquatic Center located at 250 Ferran Park Dr, Eustis, Florida during the normal hours of operation, Monday through Friday, or by calling the office at 352-357-3264.
- E. Payment in full and completed Use Agreements must be provided no less than three (3) weeks prior to the date of requested use to the Eustis Aquatic Center for approval by the DIRECTOR OF PARKS & RECREATION OR DESIGNEE.
- F. The CITY reserves the right to cancel or reschedule a meeting time if a special activity, necessary to meet community needs, is scheduled at that time. A notice of at least one (1) week will be given to the group concerned whenever possible.
- G. The CITY may terminate a Use Agreement at any time for cause. "For Cause" shall mean, in the CITY's sole discretion, any act or action which may damage the property, create a nuisance, violate City codes, State or Federal law, or which creates a danger or risk to the public.
- H. The CITY reserves the right to terminate a Use Agreement without cause upon reasonable notice.
- I. Any activity in which the facility is used will be conducted according to law.
- J. No USER shall conduct themselves by improper actions or dress or use profane language. Such conduct shall subject the violator(s) to refusal of the facility's privileges, with immediate expulsion from the facility.
- K. The CITY has the right to request a State Certified Police Officer or Licensed Security Guard for such events they feel warrant the need for additional security measures.
- L. No religious groups may use the facility as a church for regularly held church services. This does not preclude rental by churches or church connected groups for occasional one time use.
- M. Any program or activity involving minors must be sponsored by a duly organized and approved adult non-profit organization and, a Use Agreement will only be issued to adults who will accept the responsibility for supervising them throughout the period covered by the Use Agreement. Members, or spouses of members, or the sponsoring organization shall act as chaperones, with one adult chaperone for each 10 minors expected to attend the function. A list of chaperones shall be furnished with the application. All persons shall be attired in keeping with the activity.
- N. Chaperones for events involving minors shall be on duty at the pool before, during and after the activity and a representative of the sponsoring organization shall remain in the premises until all children have left the area and shall bear the legal responsibility of their supervision.
- O. All USERS will have a definite time schedule to begin and end activities. This schedule must be closely followed. If additional time is used, the USER will be billed accordingly.
- P. USERS or their representatives must have a copy of the Use Agreement on hand at all times while using the facility and must display such when approached by CITY personnel.
- Q. Rental of any portion of the facility in no way entitles the USER to use any of the space outside of the building except for parking, or as otherwise granted without expressed permission of the CITY MANAGER OR DESIGNEE.
- R. All USERS will be responsible for keeping the area they use in an orderly and clean manner.
- S. Under no circumstances will groups remove chairs, tables or other equipment from the building without the specific approval of the CITY MANAGER OR DESIGNEE.
- T. Signs, banners, decorations or advertising materials shall not be erected or placed inside, outside, or near the facility without the approval of the DIRECTOR OF PARKS & RECREATION OR DESIGNEE and the proper permits from coded administrator.
- U. All decorations must be removed immediately after booking. The City of Eustis will bill a fee if the restrooms, or facility as a whole, is not left in satisfactory condition. Large trash from floor should be cleaned up before leaving. Spills of liquid on the floor or pool deck should be reported to the pool staff. A clean up fee will be charged if the facility is not left in good condition.

- V. Bottled gas and other flammables are not permitted in or on the premises unless special permitting has been issued by the Fire Department.
- W. Staff will be on duty for all bookings. In addition, CITY staff will report all overtime and violations of the rules and regulations to the booking office for additional billings to the USER unless otherwise determined by the DIRECTOR OF PARKS & RECREATION OR DESIGNEE.
- X. Any breach of these rules and regulations shall constitute forfeiture of any and all fees paid by USER for the use of the facility.
- Y. **If canceling event, USER must cancel no less than ten (10) days prior to the event by speaking with the Pool Supervisor.** If proper cancellation procedures are followed a full refund will be permitted. Please allow 3-4 weeks for refund.
- Z. **THERE WILL BE NO REFUNDS PERMITTED DUE TO WEATHER.**

INDIVIDUAL USER

DATE

CITY OF EUSTIS, POOL SUPERVISOR

DATE

SEE REVERSE SIDE FOR POOL RULES & REMINDERS



When the pool is cleared for thunder &/or lightning patrons must clear the pool deck. Patrons may wait in the restrooms, hallway, or front entrance area. SHOWERS ARE OFF LIMITS at this time.

The lifeguards will allow patrons back into the pool after waiting a minimum of 30 minutes from the last clap of thunder or lightning strike. THIS IS FOR PATRON & STAFF SAFETY.

EUSTIS AQUATIC CENTER

Facility Rules

For everybody's health, safety, & protection we ask all guests to observe the following rules:

** Enforcement of these rules is up to the discretion of pool staff. Please always obey our Lifeguards.

- Proper clean **bathing suit attire is required** to use the pool or enter splash pad wet zone. This should be items made for swimming.

Not Acceptable: T-shirts, tank-tops, boxers/underwear/bras/sport bras/non-aquatic undergarments, cotton shorts, cargo shorts, khakis, denim, cut offs, leotards/gymwear, pants, and dresses. These are **NOT** considered bathing suits. **NO** Thongs -- children are near.

Acceptable: Nylon or lycra bathing suit. Board shorts & nylon shorts. Tight fitting rashguards/swim-shirts. Hats.

- Children who are not toilet trained **must** wear a swimsuit diaper/plastic pants & a swimsuit. Check diapers regularly. Use restrooms to change & dispose of diapers.
- Do NOT swim if you have had diarrhea. This can cause others to become ill.
- **Children under 10 years old must** be accompanied by a responsible adult or guardian. Please watch your child(ren). Lifeguards are not a replacement for your supervision.
- **SHOWER** before entering pool or splash pad.
- Food & drinks in designated area **ONLY**. Waters may be taken inside the facility.
- **NO RUNNING**. Please walk.
- NO jumping or diving.
- NO alcohol, tobacco, e-cigarettes or vaporizers.
- NO glass.
- Use of sunscreen is encouraged for sun safety. Rule of thumb: apply sunscreen to dry skin 30 minutes before (re)entering water & rub in completely. Otherwise, it washes off, doesn't protect you & coats the pool filters.
 - Tanning oils **must** be washed off with soap before entering water. NO iodine.
- Non-service animals are prohibited. Service animals may not enter the water (or splash pad wet zone).
- Pool noodles are permitted. But, please, no rings, floats, inner tubes, rafts, or water wings.
- Coast Guard approved lifejackets (PFD's) are encouraged for weak/non-swimmers' safety. We have a few to loan.
 - All weak- or non-swimmer children must be supervised by an adult within arm's reach while in the water at all times. Therefore, adult needs to be in the water.
- Lifeguards may exclude anyone from the deep water who does not demonstrate sufficient swimming ability.
- **NO REFUNDS** for weather.
- NO climbing, hanging, sitting, or standing on water features & sprayers.
- NO rough play, pushing, throwing people, or riding on shoulders.
- Profane, vulgar, offensive & abusive language will not be tolerated.
- Admission into the facility ends 20 minutes prior to closing time (meaning no entry).
- Staff are not responsible for personal belongings.

Please don't visit with or distract the lifeguards on surveillance duty with unnecessary conversation. Direct non-safety issues, questions, or concerns to the individual(s) at the service table.