

# JOE WILSON COMMUNITY POOL



Courtesy of Mark E. Robertson

## RENTAL PACKET



## TABLE OF CONTENTS

COVER LETTER . . . . .	3
CONTACT INFORMATION . . . . .	4
APPLICATION PROCESS AND FEES . . . . .	5
POOL RENTAL FEES. . . . .	7
EVENT RULES . . . . .	8
ACKNOWLEDGEMENT FORM. . . . .	10
RENTAL APPLICATION . . . . .	11
ADDENDDUM TO FACILITY PERMIT. . . . .	12

# **COVER LETTER**

Dear Rental Applicant,

Thank you for your interest in using the Joe Wilson Community Pool for your event. We look forward to providing you with quality facilities and customer service. Please read through this entire packet carefully so you do not miss any important information.

In order to secure a date for your event, please return the following immediately:

- A deposit of \$171
- \$38 Application processing fee
- Policy Acknowledgement Form (pg. 10)
- Pool Rental Application (pg. 11)

In addition, the following documents will be due before your event date:

Insurance must provide protection from claims arising from injuries or damage to other people or property. The following items are required on the insurance certificate, and the endorsement page must be included:

- The certificate of insurance must be submitted no later than 30 calendar days prior to the reservation date.
- Insured's name is the same as listed on the Rental Application.
- Minimum of \$1,000,000 General Liability Insurance, and \$2,000,000 Aggregate.
- Naming of the City of Tracy as "Additional Insured."
- Date, time and location of event.

Certificate Holder:  
City of Tracy/Parks & Recreation Department  
333 Civic Center Plaza  
Tracy, CA 95376

If you have any questions regarding the information in this packet, or to find out what dates are available, please contact the Community Facilities Division at (209) 831-6201.

# **CONTACT INFORMATION**

## **JOE WILSON COMMUNITY POOL**

Joe Wilson Pool Address:

900 W. Lowell Ave.  
Tracy, CA 95376  
(209) 831-6230

\*\*All documents should be submitted to the Parks & Recreation Department.

## **PARKS & RECREATION DEPARTMENT**

Mailing Address:

Parks & Recreation  
Department  
333 Civic Center Plaza  
Tracy, CA 95376

Main Phone:  
Community Facilities Division  
Recreation Division:

(209) 831-6202  
(209) 831-6201  
(209) 831-6202

Fax:

(209) 831-6218

City of Tracy Website:

[www.cityoftracy.org](http://www.cityoftracy.org)

Email:

[facilityreservations@cityoftracy.org](mailto:facilityreservations@cityoftracy.org)

# APPLICATION PROCESS AND USE FEES

1. Requests for use of the Joe Wilson Community Pool are to be made on the Facility & Event Permit Application and Joe Wilson Community Pool Rental Packet by an adult 21 years of age or older who duly represents the group/organization. To request a forms please call (209) 831-6201.
2. This agreement is limited to the Joe Wilson Community Pool only. Use of any other City of Tracy (hereinafter referred to as "The City") building, field or picnic area must be completed on a separate agreement with authorization of the Parks & Recreation Department.
3. The City reserves the right to determine rental season. For the calendar year, the rental season begins June 1 and concludes the last week in September.
4. The City reserves the right to deny a request based on the past performance of any returning applicant or failure to provide required fees and/or required documents.
5. **A \$171 deposit is required along with the application prior to the confirmation of the booking. No booking will be held without a deposit. Upon completion of the rental and satisfactory clean up of facility, the deposit will be returned. The group will be assessed a penalty to the \$171 deposit for any extraordinary clean up required or for damages that occur. Extraordinary time shall be defined as custodial or maintenance time in excess of one hour.**
6. Payments of all other fees and insurance certificates are due a minimum of 30 days before the rental. If booking of the rental occurs less than 30 before the event, payment of all other fees are due upon booking.
7. ***All cancellations must be submitted in writing; telephone calls will not be accepted.***

**Cancellation Policy:** Any cancellations may be subject to a penalty. Penalty fees are based on the date on which the written cancellation is received. Fees are assessed on a percentage value as follows:

	<b>16 Days or More</b>	<b>15-8 Days</b>	<b>7 Days or Less</b>
Pool	No penalty	50% penalty	100% penalty

8. All applicants must provide proof of insurance and name the City of Tracy as "additionally insured" for a Minimum of \$1,000,000 General Liability Insurance,

and \$2,000,000 aggregate according to guidelines provided by the City, listing the date, location and times of the event.

9. The event may not exceed 100 people, without the prior approval of the Recreation Coordinator. For special circumstances, an appropriate swimmer to Lifeguard ratio will be determined by the Recreation Coordinator. The renter will need to pay for additional lifeguards as needed.
10. The Joe Wilson Community Pool may be rented for events between 5:30 pm and 8:30 pm on Saturdays and Sundays. Any request outside this time would have to be approved by the Aquatics Recreation Coordinator.
11. The applicant agrees to reimburse the City for all costs incurred by it, in repairing damages including, but not limited to, the facility, furnishings, fixtures, grass area, and additional cleaning required outside of the normal scope for said facility, which occurred in connection with the permitted activity and caused by permittee, sponsoring organizations and/or attendees. **Reimbursement for such expenses will be in addition to the security deposit.**
12. The duration of the rental is defined as anytime spent within the gated facility at the pool. No one shall be permitted within the gated area unless a lifeguard is present at all times.
13. Request Denied: A permit may be denied on the grounds that the applicant has previously had a permit revoked in the City or another jurisdiction, for violation of permit conditions.

# POOL RENTAL FEES

*All Rentals are a 2 hrs. minimum*

*\$171 Deposit*

*\$38 Application processing fee*

<b>NON-PROFIT RENTAL FEES</b>	
Any size groups providing own lifeguards, includes 1 senior guard	\$ 80.00 per hour

<b>NON-PROFIT RENTAL FEES</b>	
Up to 50 people, includes 2 lifeguards	\$ 97.00 per hour
Up to 75 people, includes 3 lifeguards	\$114.00 per hour
Up to 100 people max, includes 4 lifeguards	\$131.00 per hour

<b>PRIVATE RENTAL FEES</b>	
Up to 50 people, includes 2 lifeguards	\$108.00 per hour
Up to 75 people, includes 3 lifeguards	\$125.00 per hour
Up to 100 people max, includes 4 lifeguards	\$142.00 per hour

<b>COMMERCIAL RENTAL FEES</b>	
Up to 50 people, includes 2 lifeguards	\$119.00 per hour
Up to 75 people, includes 3 lifeguards	\$136.00 per hour
Up to 100 people max, includes 4 lifeguards	\$154.00 per hour

*\*\*Additional Lifeguard as deemed necessary by the Recreation Coordinator based on event is \$17 / hr. / lifeguard*

In order to qualify for the Non-Profit rate, the organization must provide verification of officially recognized non-profit status, typically provided as a 501-C-3 form. Once provided, we will retain a copy for your convenience.

# EVENT RULES

1. All rules posted at the pool must be adhered to unless otherwise stated in this document.
2. Glass containers of any type are prohibited at all times.
3. **Consumption of alcoholic beverages in or around the Joe Wilson Community Pool (including parking lots) is prohibited at all times.**
4. All air-filled floatation devices are prohibited (inner tubes, rafts, wearable floats or other inflatable items). Foam floatables and other aquatic toys, shall be allowed for the duration of the rental only. If use of any of these items causes the safety of the participants to be compromised, as deemed by the lifeguards on duty, use of the items will be suspended for the remainder of the rental.
5. In addition to pool rules posted at the Joe Wilson Community Pool, for the safety of participants, the following rules and regulations shall be observed: pets, skateboarding, rollerblading, bike riding are not permitted.

In addition, farm animals, of any type, are not allowed on/in public facilities to include parks and public buildings. This includes horses and ponies.

6. There is no parking of any kind allowed on the grass at the Joe Wilson Community Pool. Parking is permitted in designated areas only.
7. BBQ Grills / Cooking Trailers – BBQs are designated and supplied by the City, and are located near the Picnic Areas (additional fee and application required). Use of private BBQ Grills / Cooking Trailer is not permitted at the Joe Wilson Pool Facility.
8. Renters may not charge an admission or request a donation for any event held in the Joe Wilson Community Pool, unless previously approved by the Recreation Coordinator.
9. The City reserves the right, on a case-by-case basis, to add conditions or modifications to the Use Permit. The City also reserves the right to cancel any event as deemed necessary for the safety of all participants and in the best interest of the Joe Wilson Community Pool.
10. Rentals are subject to cancellation due to inclement weather. Should cancellation become necessary, any fees paid will be refunded or applied to a future make-up date within the rental season window and will be scheduled depending on the availability of the pool and staff.



11. The City reserves the right to require security personnel and/or adult supervision at the ratio of attendee to monitor deemed necessary by the City, to ensure the safety and welfare of the attendees while utilizing said facilities. In addition, the City reserves the right to restrict or limit access and egress of the building during the course of the rental. A copy of a signed contract between the security company and the renter, or a list of the names and signatures of the adults serving as monitors must be on file 30 days prior to the date of the function.
12. All functions conducted on/in City facilities must abide by the Tracy Municipal Codes as listed in Chapters 4.16 and 4.40. A complete list of municipal codes is available on the city web site at [www.cityoftracy.org](http://www.cityoftracy.org).
13. We reserve to right to stop all rentals should a violation of any of the above listed rules occur. Rentals can resume only after said violation is resolved to the satisfaction of the onsite Parks & Recreation Department representative.
14. Food and beverage is allowed – Rental Applicant is responsible for cleanup, spills and trash. Renter must leave the facility in its original condition.
15. The Rental Applicant is responsible for all guests' activities and adherence to all pool rules.
16. The City reserves to right to shut down the event or close the pool due health and safety issues or natural disaster.

#### Additional information

Electricity is available

Facility sound system is available upon request however songs played must be radio versions – Newer iPod, iPhone compatible. Headphone connection and DVD player is available.

# **ACKNOWLEDGEMENT FORM**

I have read and understand the attached rules and agree to abide by them.

I understand that the City of Tracy has the right to stop the rental should any violation of any of the listed rules occur. The rental can only resume after said violation is resolved to the satisfaction of the onsite Parks & Recreation Department representative.

**INDEMNITY, HOLD HARMLESS, AND DEFENSE AGREEMENT**

Permitee shall indemnify, defend, and hold harmless the City of Tracy (including its elected officials, officers, agents, volunteers, and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney’s fees) resulting from or arising out of Permitee’s performance of the activities permitted under the Permit to which this Agreement was required as part of the application process.

I declare that I am authorized to make this application and to agree to this Indemnity, Hold Harmless, and Defense Agreement, and, to the best of my knowledge and the belief, all the information given herein is true, accurate, and complete. I have read and understand the above Indemnity, Hold Harmless, and Defense Agreement and understand that if this application is approved, that this agreement shall be binding upon myself and the organization or group I represent.

By signing this Agreement, I ACKNOWLEDGE THAT I HAVE BEEN AFFORDED THE OPPORTUNITY TO HAVE COUNSEL OF MY CHOOSING ADVISE ME, AND THAT I HAVE READ AND UNDERSTAND AND VOLUNTARILY AGREE TO THIS INDEMNITY, HOLD HARMLESS AND DEFENSE AGREEMENT

In addition, I have retained one copy of this packet for my reference.

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Printed Name of Rental Applicant Date

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Signature of Rental Applicant

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Name of Organization

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Rental Date

# JOE WILSON COMMUNITY POOL APPLICATION

Applicant/Renter Name: \_\_\_\_\_

Organization/Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Numbers: Home: \_\_\_\_\_

Business: \_\_\_\_\_ Ext: \_\_\_\_\_

Cell: \_\_\_\_\_

Requested Date of Rental: \_\_\_\_\_

Requested Time of Rental: \_\_\_\_\_

Estimated # that will be swimming: \_\_\_\_\_

Estimated # total in attendance: \_\_\_\_\_

**ADDENDUM TO CITY OF TRACY FACILITY USE PERMIT APPLICATION AND  
ASSUMPTION OF RISK AND WAIVER OF LIABILITY RELATED TO  
CORONAVIRUS/COVID-19**

The novel coronavirus, COVID-19, is a respiratory disease caused by the SARS-CoV-2 virus. COVID-19 is highly contagious and is spread mainly among people who are in close contact (within about 6 feet). The City of Tracy cannot guarantee that you (nor any participants or spectators of the activities permitted under the Permit) will not become infected with COVID-19 through your accessing of City of Tracy facilities or participating in the activities permitted under the Permit. Further, your accessing of City of Tracy facilities or participating in the activities permitted under the Permit may increase your risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk for any and all loss, bodily injury, illness, death, or property damage caused by or arising from my accessing of City of Tracy facilities or participating in the activities permitted under the Permit.

I hereby release, waive, and discharge, and hold harmless the City of Tracy, its employees, volunteers, agents, representatives, and partners from all liability, claims, actions, demands, damages, costs or expenses of any kind arising out of or relating to my accessing of City of Tracy facilities or participating in the activities permitted under the Permit. I understand and agree that this release includes any liability, claims, actions, demands, damages, costs or expenses of any kind based on the actions, omissions, or negligence of the City of Tracy, its employees, agents, representatives, and partners whether a COVID-19 infection occurs before, during or after accessing City of Tracy facilities or participating in the activities permitted under the Permit.

I have read and voluntarily sign this waiver, release of liability, and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

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Printed name of facility user

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Signature of facility user

Date

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Name of organization (if applicable)