



Glendale Parks and Recreation – Foothills Recreation & Aquatics Rental Policies and Procedures

Lessee Name:

Date of Event:

Time:

Frequency:

☐ Recurring ☐ One-Time

Type of Event:

☐ Banquet Style ☐ Theater Style ☐ Classroom Style ☐ U-Shape ☐ Boardroom
☐ Other/Unsure

Rented Room:

☐ Jackrabbit 208 ☐ Raven 210 ☐ Gecko 206 ☐ Bobcat 202 ☐ Bobcat 204
☐ Coyote 100 ☐ Coyote 102 ☐ Rock Wall

General Guidelines

1. The Lessee must be at least 18 years of age. The Lessee must be present during the entire rental reservation.
2. A minimum of two weeks' advance notice is required to book.
3. The Lessee can only book a rental reservation between the hours of 7:00am to 7:00pm on weekdays, or 8:00am to 4:00pm on Saturday.
4. All regulations apply to the Lessee's guests and the Lessee is responsible for their conduct. The Lessee shall be held monetarily liable for damage to equipment, furnishings, and the building, whether caused by the Lessee, guests, exhibitors, or contractors, ordinary wear exempted. Replacement and repair to above items will be made by the City and the cost of such repairs or replacement will be assessed to the Lessee. The cost of such repairs or replacement may be pulled from the Lessee's deposit, and additional charges may be billed to cover expense of damages.

5. The reserved time is the total time the Lessee will occupy the room including both set-up and clean-up time. This also includes any time that vendors (caterer, DJ, etc) are present in the facility. Additional charges will be assessed for usage beyond the reserved time and/or the refundable deposit may be forfeited.
6. The granting of approval for the use of one part of the building confers no privilege for the use of any facilities other than those specifically stated in the agreement.
7. All facilities and equipment must be left clean and in good condition. Tables must be cleaned and spills must be removed from the floor as soon as possible. All trash must be placed in appropriate containers. Contact rental staff if cleaning supplies are needed.
8. Room capacity may not be exceeded.
9. City-owned furniture and equipment shall not be removed from the facility or other rooms, unless granted in advance, in writing.
10. The City may schedule and contract with other events in parts of the facility that are not part of the Lessee's agreement. The City may schedule and contract for similar events both before and after the dates of the Lessee's agreement without notice to the Lessee, unless otherwise specified in writing in the agreement.
11. All local fire and safety regulations and state law relating thereto shall be complied with.
12. Smoking is not permitted in any building or structure. Those who smoke must stay at least 20 feet from the designated entrance of the building or structure. Smoking materials must be disposed of responsibly.
13. Animals are not permitted in buildings/structures on the premises except those assisting disabled individuals.
14. Groups using the facilities must comply with the provisions in Title II A of the Americans with Disabilities Act.
15. The City assumes no responsibility for personal items, equipment, or decorations left at the facility. For reoccurring rentals, personal items must be removed from the rental space at the conclusion of each rental date.

Payment of Rental Fees & Refunds

16. Payments may be made by card, cash, or check. (Personal checks may not be accepted for payment if the rental date is less than 14 days from payment date.)
17. Refer to the Facility's Supplemental Agreement for rentals fees, payment due dates, idle time fees, deposit requirements and cancellation policy.

18. Each facility has a minimum rental time requirement. Those desiring a shorter reservation time than the minimum rental are expected to pay for the full minimum time.
19. If applicable, deposits paid by credit card will be refunded within 10 business days to the card that was used for payment; deposits paid by cash/check will be refunded within 20 business days by check. In the event that damage has occurred, items are missing, rental policies were not observed, and/or agreement times were exceeded, the deposit may not be refunded.
20. Refunds will not be issued for unused time.
21. Refunds will not be issued to groups that are asked to leave for violating the rental agreement.

Flyers & Signage

22. Flyers or other advertising materials for the rental will not be posted in advance in the facility. Upon request, directional signage can be made on the day of the rental and only be posted within the building.
23. Flyers or other advertising materials for the rental shall not give the impression that the City is a sponsor of the meeting/event. Rental flyers for mass distribution must be approved by the rental coordinator if the City facility location is mentioned in flyer.
24. The City will not give out information about the rental and the facility's phone number may not be used on advertising materials.

Decorations

25. Decorations on walls and surfaces may be applied only with non-residual tape ("painter's" or "masking" tape). Please be advised that many brands do not come off the floor cleanly. Decorations are not permitted on any fixed glass surface. Decorations must be removed by the conclusion time. Lessee will be charged a clean-up fee if residue is left.
26. Pins, staples, nails or similar fasteners are not permitted on curtains, stage, walls, tables, chairs or other fixtures.
27. Confetti, glitter, and silly string are not permitted.
28. Lessee may apply decorations only in reserved room and shall not include hallways, lobbies, or other common areas.
29. No open flames are permitted (Sterno candles are not permitted at this facility).

Liability

30. The City assumes no responsibility whatsoever for any property placed by Lessee in the facility. Lessee hereby expressly releases and discharges City from any and all liabilities for any loss, injury or damages to property which may or do arise out of or be related to the occupancy and use of said premises under this agreement. All watchmen or other protective service desired by the Lessee must be arranged for by special agreement with the City and the Lessee is responsible for all costs connected therewith.
31. Based on the nature of the rental, a certificate of comprehensive liability insurance may be required. Rental coordinator has the right to request liability insurance depending on the nature of the event.
32. The Lessee shall indemnify and save harmless the City from all loss, cost, and expense arising out of any liability, or claim of liability, for injury or damages to persons or property sustained, or claimed to have been sustained, by anyone whomsoever, resulting in whole or in part from any act or omission of Lessee or any of its officers, agents, employees, guest, patrons or invitees and Lessee shall pay for any and all damage to the property of the City, or loss or theft of such property, done or caused by such persons, save and excepting therefrom any claim rising out of or related to negligence of or by City, its officers or employees.
33. Facility rentals may not be used for childcare, youth supervision, day camp programs, or any scenario in which minors are left in the care of the Lessee.
34. Foothills Recreation & Aquatics Center holds the right to dismiss any rental requests as determined by the rental team.

Terms

35. The City reserves the right to control and manage the facility and to enforce all necessary and proper rules for its management and operation. On-shift employees and other pertinent city personnel shall have free access at all times to all spaces occupied by the Lessee.
36. The City reserves the right to eject, or cause to be ejected from the premises any objectionable person or persons; and neither the City, nor its officers, agents, or employees shall be liable to the Lessee for any damages that may be sustained by Lessee through the exercise by City such right.
37. The Lessee shall not assign or sublet this agreement.
38. The Lessee and City mutually agree to provide reasonable notice and time to cure or remedy a default under this agreement, with the exception of situations involving personal safety, immediate danger, and damage to the facilities.

39. The City reserves the right to terminate the use granted by this agreement for good cause. Should the City exercise this right, the Lessee agrees to forego any and all claims for damages against the City and further agrees to waive any and all rights which might arise by reason of the terms of this use, and user shall have no recourse of any kind against the City.
40. Lessee will assume all costs arising from the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes, or dramatic rights used on or incorporated in the event.
41. Lessee shall obtain all applicable permits to sell merchandise. The City shall not be responsible for the payment of any taxes arising out of or connected with the use of the premises by the Lessee. Lessee shall be responsible for the payment of all applicable taxes.

FOOTHILLS RECREATION & AQUATICS CENTER'S SUPPLEMENTAL AGREEMENT

Rental Categories:

1. Resident – A resident is based on physical address and zip code based on the City of Glendale boundary map. Proof of residency will be required such as a current water bill with picture identification.
2. Non-Resident – A person living outside the City of Glendale boundary map.
3. Commercial – A for-profit organization who is connected with or engaged in or sponsored by or used in commerce or commercial enterprises.
4. Non-Profit – A 501c3 certified organization that is established within Maricopa County. Non-profit organizations must provide a copy of their 501c3 certification to be given resident rate.
5. City of Glendale Department Use – All departments within the City of Glendale municipal government. City of Glendale department use will be given a fee waiver to fill out to request an exemption from additional charges.

General Priority Rental Booking Guidelines:

6. Priority booking for the Foothills Recreation & Aquatics Center (Foothills) will be for City of Glendale Parks and Recreation.

Payment of Rental Fees & Deposits:

7. All fees must be paid in full at time of booking.

8. The Foothill's Rental Agreement must be signed at the time of booking or returned within fourteen days prior to the rental to confirm rental reservation.
9. A refundable deposit is required for all rental reservations. The Foothills staff reserves the right to prorate deposit for items such as damage, additional cleaning, staffing, and any hours beyond contracted rental time.

Extra Services, Staff and Equipment:

10. A basic room setup consists of tables and chairs and audio-visual equipment based off of the room's capabilities. Contact the rental specialist for more specification.
11. The Foothills Recreation and Aquatics Center can provide optional equipment upon request. Optional equipment, services and room layouts must be finalized with Foothills staff at least fourteen calendar days prior to the event. Items include: podium, screen, microphone, projector, 32" flat screen TV with VCR/DVD and stage sections depending on room's capabilities.
12. Layout of rental room must be pre-approved and submitted at least fourteen days prior to the event. Inventory of tables and chairs is first come first served. If any last-minute changes are requested on the day of the rental, accommodation will be up to the discretion of the Manager-on-Duty on shift.

Cancellation:

13. If requests to cancel the rental are made 14 days or more prior to the rental date, the Lessee will receive a refund of the rental fees aside from deposit and administrative fee.
14. If requests to cancel the rental are made within 14 days of the rental date, the Lessee may be subject to forfeiting full rental costs.

Food:

15. Caterers must have an approved Maricopa County Permit, and the renter is responsible for ensuring that the caterer follows Foothills rental policies. The Lessee is responsible for providing catering permit to Foothills Staff.
16. All food must remain within Lessee's rental room. Food can only be provided for and to Lessee's guests.
17. All cooking equipment must be electric.
18. The Foothills Recreation and Aquatics Center will not accept deliveries or services on behalf of the Lessee.

Rental Check-In and Conclusion

19. The Lessee will need to check-in at the front desk to be admitted into their rental space. The renter cannot enter the space any sooner than 15 minutes prior to the paid booking time.
20. Upon check-in, Lessee will be provided with a broom and a cleaning bucket to utilize for maintaining the cleanliness of the rented space.
21. Staff will check in with the Lessee regularly to ensure trash is taken out. Any larger mess needs to be brought to the attention of the front desk staff.
22. Upon the conclusion of the rental period, return to the front desk with the broom and cleaning bucket. The Lessee will complete and sign a rental conclusion checklist with the Manager on Duty. Lessee will be given a 15-minute grace period after the conclusion of their rental time for clean-up/take-down.

Damage to Building and Building Contents:

23. Renter is responsible for damage to the facility, furnishings, fixtures or equipment. Renter shall take all precautions to maintain the rented premises in good repair and shall restore and yield same back to Foothills upon the termination of this agreement. Foothills staff may enter the rented room at any time.

Lessee First & Last Name Printed:

Lessee Sign & Date:

City of Glendale Foothills Recreation & Aquatics Center Sign & Date: