



Aquatics Facility Reservation Agreement

The City of Myrtle Beach Recreation Division has priority in scheduling City owned Facilities for programs and daily public use. If any open dates remain after the recreation programs have been scheduled, it is the Recreation Division's policy to allow use of those facilities for other activities and events. Individuals, groups, organizations or associations that desire to use a City Facility, may apply to use these facilities on an equal access basis, based upon the following guidelines:

- Upon request for pool use, the City of Myrtle Beach Recreation Division will reply to the requestor (if dates are available) by letter enclosing a **Reservation Agreement**.
- The requestor will complete the Reservation Agreement and return a signed, witnessed copy to the City of Myrtle Beach one month prior to the start of practices. The signed and witnessed Reservation Agreement will then secure the desired reservation date.
- PERMITTEE AGREES TO PURCHASE AND MAINTAIN IN FORCE FOR THE FULL TERM OF THIS PERMIT A COMPREHENSIVE BROAD FORM GENERAL LIABILITY POLICY PROVIDING A COMBINED SINGLE LIMIT OF LIABILITY (CSL) OF \$1,000,000 PER OCCURANCE FOR BODILY INJURY AND PROPERTY DAMAGE. IN ADDITION:
 1. The City of Myrtle Beach shall be named as an "additional insured" and the policy endorsed to require that the City be provided thirty (30) days written notice in the event of coverage modification or cancellation.
 2. A certificate of insurance will be provided to the City ten (10) days prior to the beginning date of the event permitted herein.
 3. Additional limits may be required to address special or unusual hazards.
- PERMITTEE AGREES UPON DIRECTION OF THE CITY TO IMMEDIATELY CEASE ACTIVITY IN THE EVENT OF INSURANCE CANCELLATION UNTIL PROOF OF COVERAGE SATISFACTORY TO THE CITY IS RESUBMITTED.
- PERMITTEE AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS OFFICERS, EMPLOYEES AND AGENTS FREE AND HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, PENALTIES, DAMAGES, SETTLEMENTS, COSTS, CHARGES, PROFESSIONAL FEES, INCLUDING BUT NOT LIMITED TO ATTORNEYS FEES AND OTHER EXPENSES AND LIABILITIES OF EVERY KIND AND CHARACTER ARISING OUT OF THE USE OF THE CITY'S FACILITIES BY THE PERMITTEE, ITS OFFICERS, AGENTS, SUB-CONTRACTORS, EMPLOYEES, AND/OR INVITEES.
- Rental Fees will be charged in the amount of \$10 per lane per hour for City Residents and \$20 per lane per hour for Non-City Residents for practices, meets, and special events. City Resident shall mean that a person residing permanently in the City regardless of ownership of taxable property. \$30.00 per person per hour staffing fee during non-business hours will be charged. A minimum of 3 lifeguard staff will be required as determined by the Aquatics Supervisor. Building staff will also be necessary if the building is closed. \$200 clean up fee will be assessed for all swim meets and special events. Procedures for payment are outlined in the Reservation Agreement.
- The City of Myrtle Beach Recreation Division will forward a copy of the completed Reservation Agreement to the requestor. A completed agreement includes signatures of both parties and witnesses.
- The Reservation Agreement will extend for a one (1) year period. A New Reservation Agreement must be submitted each year in order to continue pool usage. Rental fees shall remain firm for the initial term of the agreement. A price increase may be assessed at the beginning of the agreement renewal period, should the reservation agreement be renewed. Either party providing thirty (30) days written notice can initiate termination of agreement. Future Reservation Agreements will not be accepted from parties with balances due.

I, _____ have read, understand, and will comply with the above **Aquatics Facility Reservation Agreement**.

Signature of Applicant: _____ Date: _____

Please return the completed package (Rental Agreement and Schedule A, B, C & D) to the following address:
Pepper Geddings Recreation Center, Attn: Amanda Bowles, 3205 Oak Street, Myrtle Beach, SC / 29577 or via fax (843)918-2293. Contact Amanda if you need any assistance at (843) 918-2286.

Contact Information:

Name of person responsible for team: _____
First Middle Last

Name of Organization: _____

Address: _____
Street City State Zip Code

Phone: (____) _____ (____) _____ (____) _____
Home Phone Work Phone Cell Phone

Email Address: _____ Fax #: _____

**STATE OF SOUTH CAROLINA, COUNTY OF HORRY, CITY OF MYRTLE BEACH
AQUATICS FACILITY RESERVATION AGREEMENT**

This “RESERVATION AGREEMENT” made this _____ day of _____, 2019 between the
City of Myrtle Beach hereinafter called “CITY” and _____ hereinafter called
“TEAM”. This agreement may not be modified in anyway.

Pool use for team practices has been determined by the City of Myrtle Beach. (See Schedule A).

Swim Meets:

1. The City will allow teams/organizations to reserve swimming pools for a one year period through the procedure outlined below. The City reserves the right to cancel an agreement with a minimum of 30 days notice.
2. Aquatics Facility Reservation requests must be submitted by email for the upcoming swim season (September – August of the current year). Outside swim meets will be limited to a total of 6 per year. Facility Use Applications must be **submitted one month** prior to event for rental to be considered. *Half of the total event fees are due at the time of the application submittal. The total rental amount is due 30 days prior to an event. In the situation where the event is booked within 30 days prior to the rental date, total rental fees are due at the time of rental submission.* Dates will not be reserved without submitting a Facility Use Permit and deposit.
3. City programming has first priority. Initial approval or rejection will be made within 10 business days of request.
4. Rental fees other than lane use will be charged at the rate in effect according to city ordinance at the time of the event.
5. Final approval will be granted upon award of meet by South Carolina Swimming where applicable.
6. Workshops, clinics, and swim-a-thons and meets that are not required to be on the South Carolina swim meet schedule will be awarded on a first come, first serve basis. These requests can be submitted September 1 annually by a Facility Use Permit application.
7. All organizations requesting facility use under this proposal will be required to limit any related accommodations and marketing to properties within the City limits, except in such cases where an

organization other than the City bears a significant portion of the costs associated with the event and/or has recruited the event to the area. These organizations will also be required to document the actual economic impact of the event by use of a survey or questionnaire administered to all attending teams.

8. The City will reimburse any organization for swimming pool rental fees based on the economic impact of that event. Such reimbursement shall not exceed the amount of rental fees actually paid by that event organizer. The event organizer has five working days following the event to complete documentation for reimbursement. The formula for reimbursement shall be based on the number of swimmers that can be documented to have stayed within the City limits during the event:

- For meets lasting 2 days or longer – 1 hour rental reimbursement per \$25,000 in economic impact.

GENERAL PROCEDURES

SECTION I

TERM OF FACILITY USE: Reserved use of the pool facilities shall be only on the above-specified dates, days, and times for the purpose of swim team practice, meets and clinics. The City of Myrtle Beach Recreation Division has priority in scheduling City owned Facilities for programs and daily public use. If any open dates remain after the recreation programs have been scheduled, it is the Recreation Division's policy to allow use of those facilities for other activities and events. The City reserves the right to close any or all aquatics facilities due to maintenance, repair, inclement weather, or special event with duly posted notice. Recreation facilities will be closed on City Holidays. This agreement is for the use of the Swimming Pool only. Use of City Staff to operate timing system, aid in running swim meets or practices is not included in this agreement. Rental use of classrooms will be based upon availability. Applicable fees and charges for room rental will be applied. Teams will not be given keys to City facilities. Hours of Operation are posted at each facility. Teams must be out of the pool 15 minutes prior to closing time, and leave the building at closing time.

SECTION II

COACHES: All Coaches must meet all USA Swimming Coaches requirements including but not limited to: Cardiopulmonary Resuscitation (CPR), First Aid, Safety Training for Swim Coaches, and successfully complete the Foundations of Coaching Test. Proof of completion must be submitted to the City prior to beginning practices, meets, and special events. *All certifications must be maintained for the term of the agreement or the agreement becomes void. It is the coach's responsibility to provide the Aquatic Supervisor with updated certifications.* All USA Swimming rules must be followed during meets and practices. Team will ensure that coaches understand the importance of maintaining a positive relationship with the members of the City of Myrtle Beach Recreation Centers and agree to work with the City of Myrtle Beach Aquatics Supervisor to quickly resolve issues that may arise.

SECTION III

SCHEDULE CHANGES: After the contracted dates, times and facilities have been approved, the team must submit in writing all schedule changes as soon as possible. The City's designee reserves the right to deny or adjust requests for certain facilities if it's in the best interest of the City to do so. The City will also provide written notice to team contact in the event of cancellation or schedule change. *Any adjustments to the schedule, once submitted must be made at least a week in advance. Any changes made less than a week in advance will be billed at the scheduled rate.*

SECTION IV

PAYMENT OF FEES: Teams will be billed monthly for lane rental. The City will submit an invoice for the amount due. Payment must be received within 10 days of the billing date. **Failure to comply will result in forfeiture of any future agreements and loss of facility use privileges until full payment is received.**

SECTION V

FEES: Fees for practices, meets and special events will be \$10.00 per lane per hour for City Residents and \$20.00 per lane per hour for Non City Residents. City Lifeguards will be furnished during all rentals and practices at no charge during regular business hours. There will be a \$30.00 per hour per person staffing fee during non-business hours (*minimum* 4 staff – at least 3 lifeguards and 1 front desk to monitor building).

City Residents live inside the city limits of Myrtle Beach. Those who reside in the City will be discounted the City rate upon proof of residence. Be prepared to show proof of residency with a valid driver's license or proof of ownership with tax bill. Those who own property within the City limits but reside elsewhere are **not** entitled to City Resident rates.

SECTION VI

ROSTER: Teams must provide the City with a copy of their roster including USA swimming ID number by September 21st. Rosters must be updated as on a monthly basis to ensure current membership status. All swimmers must be USA members even through summer swim league. **Failure to submit a roster will result in an interruption of swimming privileges until the roster is submitted.**

SECTION VII

CONCESSIONS, VENDING & ADMISSION FEES: The team may provide concessions for its swim meets, clinics, and special events provided that they are in compliance with DHEC codes. It will be the responsibility of the team to ensure compliance. Concessions must operate from a classroom, not the hallway, due to fire code. In the event the team requests vendor privileges for t-shirt sales or other novelties, the team must comply with all licenses and laws set forth by the city. The team must complete the **HOSPITALITY ACCOUNT SETUP FOR CITY VENUE** form (see schedule B) and return it along with the Reservation Agreement. **This form must also be completed if admission fees are to be charged.**

SECTION VIII

SERVICES AND EQUIPMENT PROVIDED: The City will provide lifeguards for all practices, meets, and special events. Teams must provide swim fins, snorkel trainers, kickboards, paddles, stopwatches, clipboards, office supplies and any other specialized team items as required by team. Storage for Teams will not be provided. The City of Myrtle Beach is not responsible for lost or stolen items.

SECTION IX

CLEANUP: Coaches and swimmers must clean up bottles and trash after each practice. For swim meets and special events, a minimum \$200 per site cleanup fee will be assessed. Pools and locker room must be left in the same condition as before rental, practice, meets, or special events occur.

SECTION X

TEAM PRACTICES & RULES: Available practice space and times are outlined by Aquatics Supervisor. Any changes must be requested via email to abowles@cityofmyrtlebeach.com at least a week in advance, texts will not be accepted. Coaches must maintain safety in and around the facility. Coaches and swimmers must respect the Center rules and City staff members. City Lifeguards are the authority on deck and should be recognized as such by Coaches and athletes. **Coach or designee is responsible for all swimmers on pool deck, in pool, in locker rooms and in the facility before, during and after practice and meets.** Coach must remain on site until all swimmers are picked up by their parent/guardian. Please see Schedule B (attached) for rules and regulations during practice.

SECTION XI

OTHER SERVICES, EQUIPMENT, ACCESSORIES AND SUPPLIES: Timing systems and scoreboards that are normally housed at each facility may be used for meets by the team for **\$250 per meet. Team must**

provide computer and Hy-Tek software plus updates as required to operate the Dolphin Timing System due to software licensing agreements. Teams will be required to set up and break down all timing equipment and provide a qualified timing system operator. Equipment must be returned in the original condition. Teams will be billed for any destruction of equipment. If the team has any other additional service or supply requests for use in the activity/event the team shall assume responsibility for providing those services and supplies. The City must approve placement and delivery. The City reserves the right for selecting the location of all equipment and areas of services listed above. Examples of these services and equipment include but are not limited to: portable toilets, novelty stands, TV cameras, antennas, ticket booths, tents, bleachers, etc. If additional equipment is used, the City must be supplied a drawing of placement to be approved. Tables and chairs on deck for the operation of swim meets may be provided by the city depending upon availability. **The City of Myrtle Beach is not responsible for lost or stolen items.**

SECTION XII

DEFACEMENT OF FACILITY: Teams shall not injure, mar, nor in any manner deface the facility or any equipment contained therein, and shall not cause or permit anything to be done whereby the facility or equipment shall be in any manner injured, marred, or defaced; and will not drive or permit to be driven nails, hooks, tacks, or screws into any part of the facility or equipment contained therein and will not make or allow to be made any alterations of any kind to the facility. The team agrees to pay the cost of repair for any facility or equipment damage caused by team members, coaches, parents or spectators of their events, practices and swim meets within 30 days after notification of billing. Team will also be responsible for damages that occur as a result of misbehavior or misuse of City property. **Locker room privileges will be suspended or suspension from facility will be put into place following misbehavior, misuse, or destruction of City property.**

SECTION XIII

INSURANCE: Team agrees to provide the city with a copy of a public liability insurance policy in a form acceptable to the city in which the City of Myrtle Beach is named “ADDITIONAL INSURED”, with minimum policy limits of \$1,000,000 (One Million Dollars) combined single limit for bodily injury and property damage (See Schedule C for Sample) to cover team practices, meets and special events.

Team agrees to provide the city with (30) thirty days advance notice of coverage cancellation, or policy renewal, except in the case of non-payment of premium. **Insurance must be received (10) ten days prior to first practice, meet or special event. If insurance is not received on time, the city reserves the right to cancel practice, meet or special event.**

SECTION XIV

INTERRUPTION OR TERMINATION: The City reserves the right to terminate practices, meets or special events at any time for any reason (such as but not limited to: failure to abide by the terms contained herein or in the interest of public safety). Failure to comply with any item of the agreement will result in interruption or termination of agreement.

SECTION XV

COMPLIANCE WITH LAWS AND REGULATIONS: The team, its employees, agents and invites, will comply with all laws, ordinances, and regulations adopted or established by any Federal, State or Local Government Agencies or bodies, and by all facility rules and regulations as provided by the City. Activities in violation of Federal, State, or Local Laws shall not be permitted. (Enclosed Schedule D – Pool & Facility Rules) Failure to comply with any item of the agreement will result in interruption or termination of agreement.

SECTION XVI

ALCOHOL & TOBACCO: The City of Myrtle Beach is an Alcohol, Tobacco and Smoke Free Zone. The sale and use of alcohol, tobacco & E-Cigs products is prohibited at recreation facilities for all activities, events, etc. There is no smoking, including E-Cigs, on any City property.

SECTION XVII

PRIORITY, EXCLUSIVITY & ORDER OF USE: The city has priority on all dates and times of pool schedules and reserves the right to schedule open & lap swimming, swim lessons, water exercise classes, water safety classes, and summer swim leagues in all City facilities for its own program needs at any time throughout the year. **The City of Myrtle Beach will continue to be the exclusive and sole provider of swim lessons, water exercise classes, water safety classes and summer swim league.** All teams will be given equal access to **remaining** times for practice, meet and special event dates, usage of starting blocks, and timing system.

SECTION XVIII

PROMOTIONS, PUBLICATIONS & WEBSITES: Teams may not use City logo or present themselves in writing or otherwise as a City of Myrtle Beach operated swim team. You may use the name and address of the facility in which practices and meets are held in your publications.

SECTION XIX

SIGNAGE: No permanent team signs or banners will be allowed inside recreation centers. Teams must abide by all city sign ordinances. **902.4.8 Prohibited signs. The following signs are prohibited in the City of Myrtle Beach:** h. Banners, balloons, streamers, spinners, pennants and similar wind activated devices; however, these devices are permitted in amusement parks of five acres or greater in size, provided no commercial messages or logos are incorporated thereon, and further provided they are not tattered, torn or faded to the extent the pattern or colors become indiscernible. All banners, balloons, streamers, spinners, pennants, and similar wind activated devices which are in conflict with the provisions of this ordinance shall be removed within 90 days after the effective date of this ordinance. j. Portable signs, except temporary, nonilluminated signs announcing any public, charitable, educational or religious event or function are allowed provided a permit is obtained from the zoning administrator and further provided they are located entirely within the premises of the institution, set back no less than ten feet from the property line, do not exceed a sign area of 32 square feet and do not constitute a safety hazard in the opinion of the zoning administrator. Such signs shall be allowed no more than 30 days prior to the event and must be removed within 48 hours after the event or function. If building mounted, these signs shall be flat wall signs and shall not project above the roof-line. If ground mounted, the top shall be no more than eight feet above ground level.

SECTION XIX

OWNERS ABSOLUTE RIGHT OF ENTRY: The City reserves the right to enter the facilities being used by the team at any time during the term of agreement when deemed necessary. Failure to allow city staff access to the facility during the term of agreement will result in the team's loss of privileges and termination of any future agreement between the city and team.

SECTION XX

RELEASE, HOLD HARMLESS, INDEMNIFICATION AND DAMAGES: With respect to the individual team members, the team as an organization, officials, agents, employees, volunteers, contractors, or those who act on the Team's behalf in any authorized capacity (hereinafter Team):

- a. The Team is informed of the risks and obligations in use of the facility, and for valuable consideration received in the form of the granted use, the Team agrees to assume and fully to take on to itself all of the risks and responsibilities in any way arising from, or associated with its participation in the use.
- b. The Team does release the City from any and all claims, demands, suits, judgments, damages, actions and liabilities of every name and nature whatsoever, including attorney's fees and costs, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, that the Team may suffer at any time arising from or in connection with participation in the facility use, including any personal injury, commercial injury or harm or damage to any property or person.

- c. Further, as to non-parties to this agreement, Team further agrees to protect, defend, indemnify and hold the City free and harmless from and against any and all losses, fines, penalties, damages, settlements, costs, charges, professional fees or other expenses and liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceeding, or causes of action of every kind in connection with or arising out of the use of the facility.
- d. Team further agrees to investigate, handle, respond to, provide defense for and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto. In specific reference to the above, the Team agrees to assume the legal defense, and vigorously defend upon actual notice of claim or suit, and, in doing so, completely indemnify the City from any loss including any damage model or attorneys' fees and cost, and hold harmless the City from and against any and all liabilities.
- e. In the event a claim or suit is made against the City or those who act on its behalf, arising from the Team's use of the facility, the same shall be transmitted by City immediately, and the Team has the immediate and absolute duty to defend the claim or suit, even if it is groundless, false or fraudulent, so that the City may not incur attorney's fees and costs arising from the claim or suit of non-parties. Should the City incur attorney's fees or cost, the Team shall make the City whole upon demand.
- f. This promise binds heirs, executors, administrators, legal representatives and assigns of the Team, and its individual members, and survives this agreement for the length of time necessary under the applicable statute of limitations relating to any claim, suit or cause of action. This hold harmless, indemnification, and duty to defend shall be governed for all purposes by South Carolina law, without regard to such law on choice of law.
- g. Within the time as may be provided by law for the answer or defense of any filed claim or proceeding, but no later than thirty (30) days after the City receives notice of the commencement of any action or other proceeding in respect of which indemnification or reimbursement may be sought hereunder, the City shall notify the Team. If any such action or other proceeding shall be brought against the City and be transmitted to the Team, the Team shall, within thirty (30) days acknowledge in writing its receipt of such notice from the City and shall acknowledge and confirm the Team's obligation to hold harmless, indemnify, and assume the defense, and it shall be obligated to assume the defense of such action or proceeding with counsel chosen by the Team.
- h. Notwithstanding the foregoing, the City shall have the right to employ separate counsel at the City's sole cost and expense and to control its own defense of such action or proceeding if, in the reasonable opinion of counsel to the City, (a) there are or may be legal defenses available to the City that are different from or additional to those available to the Team and which could not be adequately advanced by counsel chosen by the Team, or (b) a conflict or potential conflict exists between Team and City that would make such separate representation advisable.
- i. The Team shall not, without the prior written consent of the City, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding to which the City is a party unless such settlement, compromise or consent includes an unconditional release of the City from all liability arising or potentially arising from or by reason of such claim, action or proceeding.
- j. Notwithstanding any other provision contained herein, the facility use may be terminated upon Team's failure to honor this, or other indemnification, hold harmless or duty to defend obligations due and owing to the City, arising from the use of the facility.
1. This agreement shall be governed by and construed in accordance with the laws of the State of South Carolina and any action of whatever nature arising from its terms or the performance of either party shall be brought in the state court in Horry County or the federal court in Florence, South Carolina.

SECTION XXI

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed and dated the day and year first written above.

TEAM:

By: _____ Date: _____

WITNESS:

By: _____ Date: _____

CITY:

By: _____ Date: _____

WITNESS:

By: _____ Date: _____