



## Walter Schroeder Aquatic Center

### RENTER INFORMATION SHEET

Thank you for your interest in hosting your event at the Walter Schroeder Aquatic Center. In this Renter Information Sheet, \_\_\_\_\_ will be referred to as “Renter,” “you” or “your group.” Walter Schroeder Aquatic Center, Ltd, will be referred to as “WSAC” and the Walter Schroeder Aquatic Center building will be referred to as the “Aquatic Center.”

Please review this Renter Information Sheet and the attached Use Agreement and return when the Use Agreement has been signed and notarized on behalf of Renter. **WSAC must receive a fully executed Use Agreement and Renter’s Certificate of Insurance at least 10 days before your group’s event.** If you have questions, please do not hesitate to reach out and please make sure all your key event management staff has all the information contained in this Renter Information Sheet and the attached Use Agreement. There is an additional fee if you want to use the YMCA’s warm up/down pool and/or Hospitality Room and there is also a facility surcharge. A session report or meet back up must be sent to Dave Anderson [danderson@wsacltd.org](mailto:danderson@wsacltd.org) at least one week before the start of your event.

Obligations of Renter that Renter should keep in mind:

1. At the end of each session and at the conclusion of the meet, your group is required to pick up all trash and debris from the bleachers, deck, locker rooms, spectator seating areas and Snack Bar and putting it into containers around the Aquatic Center. If you do not complete the required clean up, then your group will be charged an additional \$150 per session, and you will not be able to rent the Aquatic Center in the future. The Aquatic Center staff will continue to remove trash from cans, do the major clean ups and service bathrooms during and at the conclusion of the meet.
2. Please point your teams and participants to our website for information about area hotels. Our address is: [www.wsacltd.org](http://www.wsacltd.org)
3. WSAC and Elsmore Swim Shop have the exclusive right to sell merchandise during meets. There shall be no other outside vendors other than vendors, approved by us, selling meet-specific t-shirts (long or short sleeve) and sweatshirts. Our recommended vendor is Bella’s Custom Design. Please ask if you have any doubts.
4. There is limited parking for meets at the Aquatic Center. View this [LINK](#) Please ask if you have questions. You are required to make sure your group understands all parking rules and limitations.
5. The Aquatic Center will be open a maximum of one hour before the start of warm-ups unless the start is during regular business hours.



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6. You should send a final backup of the meet file at least one day before the meet starts so it can be set up and put on Aquatic Center computers.
7. Please do not begin warm-ups for your event until 8:00 AM on Saturday unless you have discussed an early start time with Dave Anderson. We are working to protect our Masters swimmers from regular disruption to their normal schedule.

### **When your group rents the Aquatic Center for a meet you will get:**

#### **Computers**

Use of up to two computers that use a shared network and have access to the network drives. The use of the printers is also included but you are responsible for purchasing at least one printer cartridge and/or all paper. If you use Aquatic Center supplies, you will be billed for usage.

#### **Facility**

25-yard short course (2 x 25 yd) or 50-meter long course, set up for a meet with chairs, tables, bleachers, etc. Use of the Snack Bar Area and the Meet Management Office (Aquatic Center staff will maintain access to their desks).

Superior Swim Timing System (SST) and Scoreboard(s)

Touch pads, Back-up buttons, Cable harness(es), Mics, Strobes and Horns

SST timer(s) and printer(s)

#### **Services**

Troubleshooting of SST

Maintenance of Aquatic Center hardware

Trash removal and custodial services

Lifeguards

Aquatic Center employees to open facilities earlier / stay later than normal operating hours and help with accidents/incidents



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### **When your group rents the Aquatic Center for a meet you need to bring:**

- All office supplies: Paper, staplers, staples, pencils, etc. as well as Stop watches, Lap counters, Clipboards
- Printer cartridges for the office printer(s)

### **When your group rents the Aquatic Center for a meet you need to:**

- Clean up at the conclusion of each session and at the end of the meet. This means picking up all trash and debris from the bleachers, deck, locker rooms, spectator seating and Snack Bar and putting it into containers around the Aquatic Center.
- You may need to provide a shuttle for transporting athletes and families from the overflow parking area. This will also depend on the size of the meet and will not always need to happen.
- Contact David Anderson about details well before the meet date.
- Treat the Aquatic Center facilities, members and staff with respect and encourage others to do so as well.

### **When your group rents the Aquatic Center for a meet you may also request to use the following items for an additional fee (it is not always available):**

- The Holistic Studio (this is where the hospitality room generally is during meets). The use of this room will cost \$160 per day.
- Up to two lap lanes in the YMCA's pool \$17.50 per hour per lane.



## Walter Schroeder Aquatic Center

This Use Agreement (this "Use Agreement") dated \_\_\_\_\_, is made by and between \_\_\_\_\_ ("Renter") and WALTER SCHROEDER AQUATIC CENTER, Ltd ("WSAC") and is binding when executed WSAC and executed and notarized by Renter. Please note a fully executed Rental Agreement must be returned to WSAC by both Renter and WSAC.

Renter is renting space at the Walter Schroeder Aquatic Center (the "Aquatic Center") located at 9240 N. Green Bay Road Brown Deer, WI 53209 4141 364 0275

Renter understands and agrees that Renter and all of its participants have to abide by all Aquatic Center rules and the parking rules associated with the Aquatic Center and the adjacent YMCA.

### USE AGREEMENT

Application Date \_\_\_\_\_ Dates Requested \_\_\_\_\_

Renter Name \_\_\_\_\_

Contact Person(s) \_\_\_\_\_

Work Address \_\_\_\_\_

Work Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Home Address \_\_\_\_\_

Email Address \_\_\_\_\_

- Renter has read and understands this Agreement (including, but not limited to, the Rental Terms) and agrees to all terms and fees of this Use Agreement.
- All of the terms and information contained in the Renter Information Sheet are incorporated into and made a part of this Agreement and Renter shall (and cause all participants in Renter's event) to abide by the requirements of the Renter Information Sheet and this Use Agreement.
- The individual executing this Agreement has been authorized to do so on behalf of Renter.



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- At all times during Renter's event at the Aquatic Center, Renter shall, at its own cost and expense, maintain and keep in force:
  - (i) commercial general liability insurance with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, Two Million and 00/100 Dollars (\$2,000,000.00) general aggregate, and an Umbrella or Excess Liability policy with limits of not less than Four Million and 00/100 Dollars (\$4,000,000.00) per occurrence and aggregate, or combination of primary and excess limits equaling \$5,000,000 per occurrence and aggregate, covering claims for personal injury, death, or property damage occurring on, in, or about the Aquatic Center, WSAC's Personal Property, and Renter's conduct of its event at the Aquatic Center. Renter shall name WSAC as an additional insured on a primary and non-contributory basis for claims arising out of joint negligence of Renter and WSAC or the sole negligence of Renter; and
  - (ii) property insurance covering Renter's personal property located in the Aquatic Center.
- Prior to the commencement of Renter's event, Renter shall provide WSAC with certificates of insurance evidencing the required coverage and additional insured status. Such certificates shall provide that WSAC will be given not less than thirty (30) days prior written notice in the event of cancellation, non-renewal, or material change in coverage.
- Notwithstanding anything to the contrary set forth in this Agreement, WSAC and Renter hereby release one another and their respective partners, officers, and employees from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for loss or damage covered by said insurance, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

### Additional Terms and Conditions

1. WSAC and Renter agree that dates for Renter's event will not be approved until a fully executed copy of this Use Agreement and the Certificate of Insurance required in this Use Agreement are returned to WSAC. Electronic signatures and signatures transmitted by email are acceptable.
2. Renter understands that Renter's group is responsible for following all rules. Any damage to facilities and/or equipment will be paid for by Renter. Renter will insure that all participants in Renter's event will abide by Aquatic Center rules and policies, and the requirements of this Use Agreement.



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3. RENTER MUST PROVIDE ITS OWN INSURANCE COVERAGE AS PROVIDED FOR IN THIS USE AGREEMENT. WSAC is not responsible for providing insurance for Renter's event.
4. Upon arrival at the Aquatic Center at the designated time, Renter's group leader will check in with WSAC staff on duty.
5. Firearms, alcoholic beverages, drugs, pets, smoking and fires are not permitted at the Aquatic Center or on the property adjacent to the Aquatic Center.
6. Parked cars or buses are restricted to designated parking areas only. Violators may be ticketed or towed.
7. If WSAC equipment or facilities are left in a condition that requires more than normal cleaning, maintenance or repair, Renter shall pay those costs.
8. Renter shall abide by food service guidelines if applicable.
9. In the event of a natural disaster or similar unusual circumstances, the Aquatic Center may not open or be able to accommodate Renter's event.
10. It is highly recommended that Renter communicates in advance with the WSAC Swim Team Head Coaches so that your event goes smoothly.

### 11. RISK TRANSFER AND INDEMNIFICATION

- (a) **ASSUMPTION OF RISK. RENTER ACKNOWLEDGES THAT USE OF THE AQUATIC CENTER AND PARTICIPATION IN ANY ACTIVITIES CONDUCTED AT THE AQUATIC CENTER INVOLVE INHERENT RISKS, INCLUDING, BUT NOT LIMITED TO, INJURY, ILLNESS, DEATH, OR DAMAGE TO PERSONAL PROPERTY. RENTER ASSUMES FULL RESPONSIBILITY FOR ANY SUCH RISKS ON BEHALF OF ITSELF AND ITS PARTICIPANTS, COACHES, MEMBERS, GUESTS, EMPLOYEES, AGENTS, VOLUNTEERS, CONTRACTORS, AND INVITEES.**



## **Walter Schroeder Aquatic Center**

(b) **INDEMNIFICATION AND HOLD HARMLESS. TO THE FULLEST EXTENT PERMITTED BY LAW, RENTER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS WALTER SCHROEDER AQUATIC CENTER, LTD., ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, VOLUNTEERS, AND AFFILIATES (THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, ACTIONS, CAUSES OF ACTION, JUDGMENTS, COSTS, OR EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT COSTS), ARISING FROM OR RELATING TO:**

- **RENTER'S USE OR OCCUPANCY OF THE AQUATIC CENTER;**
- **ANY ACT OR OMISSION OF RENTER OR RENTER'S PARTICIPANTS, COACHES, INVITEES, AGENTS, CONTRACTORS, OR EMPLOYEES;**
- **DAMAGE TO OR LOSS OF ANY PROPERTY STORED, BROUGHT ONTO, OR LEFT AT THE AQUATIC CENTER BY OR ON BEHALF OF RENTER OR RENTER'S PARTICIPANTS, COACHES, INVITEES, AGENTS, CONTRACTORS, OR EMPLOYEES, REGARDLESS OF CAUSE (INCLUDING, WITHOUT LIMITATION, FIRE OR WATER DAMAGE), EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE INDEMNIFIED PARTIES.**

(c) **THE OBLIGATIONS IN THIS SECTION 11 SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS USE AGREEMENT.**

12. Renter shall ensure all of the following are completed at the end of each session and at the end of each meet.

Pick up trash on bleachers and spectator stands.

Pick up trash on the pool deck.

Pick up trash in hallways and on lobby floors.

Pick up trash in locker rooms.

Gather all lost and found items from all areas and put them in one location (including towels) and take with you at the end of the meet

Wipe kitchen sinks, counters and all tables in dining areas.

Break down all boxes and stack them.

Remove score sheets on bulletin boards, walls, and windows at the end of the meet.



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13. Renter shall pay invoiced fees to WSAC based on the following:

|                            |                                              |
|----------------------------|----------------------------------------------|
| Long Course                | \$320.00/hour                                |
| Small Pool Warm up lane(s) | \$17.50/hour per lane (limited availability) |
| Short Course               | \$315.00/hour                                |
| Yoga Room                  | \$160/day                                    |
| Underwater Hockey          | 1 Court - \$100/hour                         |
| 2 Court - \$150/hour       |                                              |

After checking around the Midwest, WSAC still provides one of the nicest and largest facilities in Wisconsin for a reasonable cost.

Time is calculated to the nearest quarter of an hour, starts with the opening of the pool for warm-ups, and ends with the conclusion of the final event or end of training session.

There is a 10% surcharge for scheduling meets or training sessions on a holiday to cover time and a half pay for staff.

14. In order to pay for the costs associated with maintaining the Aquatic Center, in addition to all rental fees due under this Use Agreement, all athlete participants will pay a Facility User Fee. The fee structure will be loosely based on the amount of time participants are utilizing the Aquatic Center.

|             |         |
|-------------|---------|
| 1 day event | \$9.00  |
| 2 day event | \$13.50 |
| 3 day event | \$18.00 |
| 4 day event | \$23.00 |
| 5 day event | \$27.00 |

Facility user fees will be collected by the event host organization and paid to the Walter Schroeder Aquatic Center, Ltd.

An example: If the event is 2.5 days long and a participant is only participating on one day, the fee is \$18.00 or three days. Facility User Fees are in addition to facility rental fees.





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*[Signatures on Following Page]*



## Walter Schroeder Aquatic Center

Agreed to as of the date first written above.

RENTER

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### ACKNOWLEDGEMENT

STATE OF WISCONSIN )

) ss.

COUNTY OF \_\_\_\_\_ )

The instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of  
\_\_\_\_\_, to me know to be the individual executing this Use Agreement.

\_\_\_\_\_  
Name: \_\_\_\_\_

Notary Public, State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[illegible]

The instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of Walter Schroeder Aquatic Center, Ltd., to me know to be the individual executing this Use Agreement.

Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_