

# Las Positas College

3000 Campus Hill Drive

Livermore, CA 94551

(925) 424-1631

Online: [LPC Facility Rentals](#)



## COLLEGE FACILITIES USE AGREEMENT

### AQUATIC CENTER

#### APPLICANT INFORMATION

New Applicant       Returning Applicant

ORGANIZATION NAME: \_\_\_\_\_ CONTACT NUMBER: \_\_\_\_\_

ORGANIZATION EMAIL: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

ON-SITE CONTACT NAME: \_\_\_\_\_

ON-SITE CONTACT TELEPHONE NUMBER: \_\_\_\_\_

ADDRESS/BILLING: \_\_\_\_\_  
NUMBER      STREET      CITY      STATE      ZIP

ORGANIZATION WEBSITE: \_\_\_\_\_

#### FACILITIES

INSTRUCTIONAL POOL (SMALL)       COMPETITION POOL (LARGE)       DIVE AREA

POOL HOUSE RESTROOMS       L2500 LOCKER ROOMS  
 MEN       WOMEN

#### RENTAL SPECIFICS

**Swim Lane Lines** – *please list the number of lanes required*

**Dive Lanes**

Instructional Pool Lane # \_\_\_\_\_ Competition Pool Lane # \_\_\_\_\_ Competition Pool Only \_\_\_\_\_

Number of Participants: \_\_\_\_\_ Participant Ages: \_\_\_\_\_ Total Attendees: \_\_\_\_\_

Comments: \_\_\_\_\_

**ADULT LEADERS AND SWIMMERS WITH LIFEGUARD CERTIFICATIONS  
ARE RESPONSIBLE FOR OVERSEEING EQUIPMENT SET-UP AND THE RETURN  
OF THE EQUIPMENT TO ITS ORIGINAL LOCATION**

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## RENTAL DETAILS

EVENT TITLE: \_\_\_\_\_

• RENTAL DATE/S: \_\_\_\_\_

RENTAL ENTRY TIME: \_\_\_\_\_ EVENT START TIME: \_\_\_\_\_ RENTAL EXIT TIME: \_\_\_\_\_

• RENTAL DATE/S: \_\_\_\_\_

RENTAL ENTRY TIME: \_\_\_\_\_ EVENT START TIME: \_\_\_\_\_ RENTAL EXIT TIME: \_\_\_\_\_

• RENTAL DATE/S: \_\_\_\_\_

RENTAL ENTRY TIME: \_\_\_\_\_ EVENT START TIME: \_\_\_\_\_ RENTAL EXIT TIME: \_\_\_\_\_

• RENTAL DATE/S: \_\_\_\_\_

RENTAL ENTRY TIME: \_\_\_\_\_ EVENT START TIME: \_\_\_\_\_ RENTAL EXIT TIME: \_\_\_\_\_

**RENTAL TIME MUST INCLUDE SET-UP, EVENT, AND BREAKDOWN TIMES**

### Facility Rentals are subject to the following conditions:

1. Lessee will abide by Las Positas College rules, [regulations](#), and [policies](#) governing the use of facilities.
2. Agreements may be cancelled at any time prior to use should the facilities be needed for college purposes. Make-up of cancelled dates can be requested during operating hours, Monday – Friday.
3. The lessee is bound by the start and end times listed on the College Facility Use Agreement filed with the Las Positas Facility Rentals Office.
4. The Aquatic Center lessee understands current lifeguard certificates must be on file in the facility rentals office prior to the start of the lease agreement.

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5. Future facility requests may be denied on grounds including, but not limited to, abuse or misuse of District property, failure to pay promptly for any damage to District property or failure to pay promptly for facilities use.
6. No structures, electrical modifications, facility modifications, or mechanical apparatus may be erected or installed on District property without specific written approval by the Director of Maintenance and Operations.
7. No alcoholic beverages, intoxicants, controlled substances, or in any form shall be brought onto the property of the District. Persons under the influence of alcohol, intoxicants, or controlled substances shall be denied participation in any activity.
8. No food or drinks except water are allowed in any LPC facility unless medically necessary.
9. The lessee is aware that custodial overtime rates can apply during summer months when LPC has Friday closures or if excessive mess/waste is left behind.
10. All Alameda County Health Department guidelines must be followed along with any health and safety restrictions decided on by Las Positas College.

## **LIABILITY:**

**Lifeguard Certificates:** Lifeguard Certificates for rental of the Aquatic Center must be on file in the Administrative Services Office.

**Damages and Indemnification:** Las Positas College is not responsible for lost or stolen personal property. Participation in the requester's event is at the sole discretion and judgment of the participants and at their own risk. The requester assumes full responsibility for any injuries or damage that may occur, including those occurring to the requester's employees, volunteers, participants, attendees or agents of the requester. The requester hereby releases and agrees to hold harmless the College, its employees, students, and agents from any and all claims, actions, damages, and liabilities for personal injury or damage relating to or arising out of any activity except where the injury or damage is caused by the negligence of Las Positas College.

**Certificate of Liability Insurance:** Certificates of Liability in a minimum amount of \$1 million per occurrence/ \$2 million aggregate listing Las Positas College, its officers, and employees as additionally insured is required for every event.

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**Release of Liability:** The undersigned agrees to defend, indemnify and hold harmless the Chabot-Las Positas Community College District, its Board of Trustees, officers, agents and employees, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above that may arise for any reason from or during or be alleged to be caused by Applicant's use or occupancy of College's facilities, furniture, equipment, or any other use allowed by this Application and Contract. The Applicant further agrees to provide a Certificate of Insurance for liability coverage and limits acceptable to the District.

**By signing this document the individual is confirming that he/she has reviewed, acknowledges, and is in agreement with the rules and regulations presented in this document. Violations of any usage rules and regulations may result in, but not be limited to, event stoppage, event cancellation, denial or future requests, or legal action. Completion of this document does not imply that the facilities are available or that the event can be supported by LPC staff.**

**THE APPLICANT AGREES THAT THE USE OF COLLEGE FACILITIES SHALL BE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF TRUSTEES OF THE DISTRICT AS STIPULATED IN GOVERNING BOARD POLICY NO 6700.**

Facility Fees and Staffing charges will apply according to the Fee Schedule on the LPC Facility Rental web site. Requester will observe and obey all Guidelines for Rental of Facilities on the LPC Facility Rental web site. This is an application for use only. You will receive confirmation of use and invoice under separate cover. Payment is due upon receipt of invoice.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_