



---

**AGREEMENT BETWEEN THE CITY OF PORTOLA**

**FOR USE OF THE CITY POOL**

---

This agreement (the “Agreement”) is made and executed in Portola, California this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Portola (hereinafter referred to as “City”) and \_\_\_\_\_ (hereinafter referred to as “Applicant”). In this Agreement, sometimes the City and Applicant are referred to as “Party” or collectively “Parties”. Applicant desires to contract with City for use of the City-owned swimming pool, located in the Portola City Park on South Gulling Street (the “Pool”), on the terms and conditions set forth in this Agreement.

In consideration of the promises and the mutual covenants herein contained, and for other good and valuable consideration, it is agreed:

**1. Hours and Use of Pool**

Applicant shall have exclusive use of the Pool on \_\_\_\_\_ (date) from to\_\_\_\_\_. \_\_\_\_\_ (hours). Applicant shall make use of the Pool solely to provide Applicant’s guests, and shall not permit any person who is not a guest to swim or make use of the Pool during those hours. In the event that the Pool is closed for maintenance during scheduled time on one or more days, the City shall endeavor to find another time in which Applicant can make use of the Pool.

**2. City’s Responsibilities**

The City shall provide two qualified lifeguards to staff the Pool during AV’s use, and shall be further responsible for performing regular maintenance of the Pool and such lifesaving devices as the City deems necessary.

**3. Compensation to City**

A payment to the City in the sum of \$125.00 or the Pool, as described in Paragraph 1, whether or not Applicant actually makes use of the Pool during a given hour. In the event that the Pool is closed for maintenance during scheduled time and no make-up time can be agreed upon, Applicant shall not be obligated to pay for the lost time.

**4. Independent Contractor**

It is understood and agreed that Applicant is an independent contractor, and not the employee, agent, joint venturer, or partner of the City for any purpose whatsoever. Applicant shall be entirely and solely responsible for its acts and acts of its agents, employees, and contractors while using the Pool pursuant to this Agreement.

**5. Hold-Harmless Agreement.**

Applicant agrees to hold harmless, defend and indemnify the City from any losses or damages arising out of Applicants use of the Pool, including losses or damages claimed as a result of injury to any guest using the Pool.

**6. Arbitration and Attorneys' Fees**

In the event if disagreement or dispute between the Parties arising out of or connected with this Agreement which cannot be adjusted by and between the Parties involved, the disputed matter shall be resolved by binding arbitration rather than litigation, which arbitration shall occur in the County of Plumas, California. The prevailing Party in such arbitration shall be entitled to reasonable attorney's fees and costs as fixed by the arbitrator.

**7. Integration.**

This Agreement contains the entire agreement among the Parties and supersedes all prior and contemporaneous oral and written agreements, understandings, and representations among the Parties. No amendments to this Agreement shall be binding unless executed in writing by all of the Parties.

**8. Assignability.**

Neither this Agreement nor any duties or obligations hereunder shall be assignable by any Party hereto without the prior written consent of the other Parties.

\_\_\_\_\_  
CITY OF PORTOLA

By: \_\_\_\_\_  
City Representative Print

DATE \_\_\_\_\_

\_\_\_\_\_  
Sign

By: \_\_\_\_\_  
(Applicant/Renter of the Pool)

DATE \_\_\_\_\_

\_\_\_\_\_  
Sign

\_\_\_\_\_  
\_\_\_\_\_  
Mailing Address of Renter

\_\_\_\_\_  
Contact Phone Number of Renter