

FACILITIES RENTAL APPLICATION AND CONTRACT
LEARN TO SWIM / COMPETITIVE AQUATIC TRAINING

Upon approval a ***deposit equivalent to 25% of the rental cost must be made*** before the facility can be reserved for the dates and times requested. The balance must be paid in full within two (2) weeks of the start of the programme/term. Failure to settle the contract as agreed could result in the reservation being cancelled and 15% - 100% of the deposit forfeited (this to be determined by the number of days that the pool is used before the contract is terminated).

Application is hereby made for the rental of facility as follows: -

(and initial)

2. Swimming Pool Complex (exclusive of Pool)

1 of 4

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The ASAJ agrees to rent its facilities to the Lessee named in Schedule 1 and to provide those amenities requested on page 1 of this document subject to the following terms and conditions:

1. Rules and Regulations

The Lessee agrees to abide by all rules and regulations for the use of the facility including all posted signs regarding use of the pool and its environs as well as for the conduct of persons using the facility. The Lessee understands and agrees that failure to observe the rules and regulations in force at the time, may result in ejection from the premises and termination of this contract.

2. Learn to Swim Programme (initial to the left of each section):

- a. Instructors:
 - i. Must have a current Life Guard Certification (Royal Life Saving Society or equivalent)
 - ii. Must be registered with the ASAJ as a Learn to Swim Instructor with the appropriate Identification Card (ID Card must be presented to enter the pool facility).
 - iii. Must comply with the pool rules existing at the time.
 - iv. Must comply with the instructions of the Life Guard on Duty and/or the Pool Manager on Duty.
- b. Assistant Instructors:
 - i. A current Life Guard Certification (Royal Life Saving Society or equivalent) is preferred; however an Assistant Instructor may work at an ASAJ Managed pool providing he/she is supporting a Registered Life Guard Certified Instructor. **The Trained and Life Guard Certified Instructor must be working the same learn to swim class.**
 - ii. Must be registered with the ASAJ as a Learn to Swim Instructor with the appropriate Identification Card (ID Card must be presented to enter the pool facility).
- c. Instructor to Swimmer ratio:
 - i. Each Life Guard Certified Learn to Swim Instructor shall not have more than twelve (12) learn to swim students in a class;
 - ii. If an Instructor is being assisted by an Assistant Instructor who does not have a Current Life Guard certification, the maximum number of students in the class may be increased to fifteen (15).
- d. Pool Space:
 - i. Learn to swim programmes must operate within the pool and deck space assigned by the Pool Manager.

3. Competitive Aquatic Training (initial to the left of each section):

- a. Coaches:
 - i. Must hold a current Life Guard Certification.
 - ii. Must be registered with the Amateur Swimming Association of Jamaica (ASAJ).
 - iii. Must comply with the pool rules existing at the time.
 - iv. Must comply with the instructions of the Life Guard on Duty and/or the Pool Manager on Duty.
- b. Coach to swimmer ratio:
 - i. Each Coach shall not have more than twenty-five (25) swimmers in any training session.
 - ii. If there is an additional Certified Life Guard on Duty, performing only life guard duties, the number of swimmers per coach may be increased to thirty (30).

4. Limitations

The Lessee understands that rental of the facility shall be conditioned upon compliance with the following:

- i) Individuals shall not use, access or enter upon any portion of the ASAJ facilities or their contents not specified in the approved rental application.
- ii) Individuals shall refrain from any conduct or activities not specifically identified in the rental application.

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- iii) All activities must terminate and all individuals must exit the facility at the time specified in the rental application.
- iv) When promoting or advertising activities at the facility, individuals or groups shall clearly communicate that the ASAJ are not sponsors, unless otherwise indicated in writing by the Management of the ASAJ.

5. Prohibited Activities

The Lessee understands and agrees that the following activities are strictly prohibited in the ASAJ facilities: -

- i) Possession of, use or distribution of illegal drugs.
- ii) Serving of alcohol to anyone who is under the legal age, drunk or otherwise mentally incapacitated.
- iii) Possession of illegal weapons.
- iv) Conduct that would alter, damage, or be injurious to any ASAJ property, equipment or furnishings.
- v) Conduct that would constitute a violation of the criminal codes of the Island of Jamaica.
- vi) Use of tobacco products.

6. Rental Time, Fees and Deposits

The Lessee understands and agrees that: -

- a. The Rental Fee shall be payable at the start of each term/before the activity or event.**
- b. All rental time includes the time the Lessee will need to set up and remove any decorations or items brought to the leased facility in conjunction with the Lessee's event and to clean and return the facilities and adjacent areas as are incidental to the use by the Lessee.
- c. Pool Lane rental is for one (1) hour unless otherwise agreed upon with the ASAJ.
- d. Long term rental shall be for a period of not less than one academic year (September 1 to June 30) and the fees payable accordingly. Short-term contracts are per event or booking.
- e. Rental fees are due upon approval of the application, payable in cash or by Managers Cheque payable to **Amateur Swimming Association of Jamaica.**
- f. Failure to settle the contract as agreed could result in the reservation being cancelled and 15% - 100% of the deposit forfeited (this to be determined by the number of days that the pool is used before the contract is terminated).
- g. Failure to provide adequate notice of cancellation may, at the sole discretion of the ASAJ, result in forfeiture of 15% of the deposit.
- h. Cancellation of contracts/bookings requires a minimum notice period as follows: -
 - i. Long-Term Contracts - Three (3) months.
 - ii. Short-Term Contracts/One-off Bookings - Two (2) weeks.

7. Lessee Responsibilities

The Lessee shall in addition to the foregoing be responsible for: -

- i) All teams and individuals entering the facility under their auspices.
- ii) Any property or sports equipment taken onto the facility.
- iii) Observing all rules and regulations in force including following the directions of an authorized ASAJ representative in the event that emergency procedures have to be implemented.

8. Lessor Responsibilities

The Lessor shall be responsible for: -

- i) Providing amenities at the facility in compliance with the regulations established by the competent authorities responsible for regulating such facilities
- ii) Maintaining water quality in compliance with generally accepted standards for Jamaica, as well as those established by the Ministry of Health.
- iii) Providing access to the facility on the dates and at the times agreed.

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9. Assignment or Subletting

This contract may not be assigned by the Lessee nor the Leased facility sub-leased without the ASAJ's prior written approval, which approval may be withheld in the ASAJ's sole discretion. Any assignment or sublease in violation of the preceding sentence shall be void and constitutes a breach of the Lessee's contract with ASAJ.

10. Risk of Loss

The ASAJ shall not be responsible for any damage, injury, loss or theft occurring on, in or about its facilities. The Lessee hereby releases the ASAJ and its officers, Directors and Employees and agrees to hold harmless the ASAJ and its officers, Directors and Employees from and against any and all claims, costs and expenses resulting from the Lessee's use of the ASAJ facilities. The Lessee specifically assumes all risk of loss incurred by it or its service provider's guests or invitees resulting from the use of the ASAJ facilities. In addition the ASAJ will not be responsible for any loss or damage to items left at its facilities

11. Amendment or Waiver

This contract may only be amended or a provision waived by a written instrument signed by an authorized party of the ASAJ and Lessee.

12. Binding Effect

This contract shall be binding on each party's legal representative, personal representatives, heirs, successors and permitted assigns.

13. Governing Law

This contract shall be interpreted and construed in accordance with the laws of Jamaica

14. Termination

In respect of an approved long term rental application, this contract may be terminated by either party upon written notification of a breach which remains unresolved after reasonable attempts to have the breach rectified have failed. Otherwise the contract shall expire on the date and time stated in the application.

In acknowledgement of the requests outlined at page 1 by the Lessee named in Schedule 1 of this document, the ASAJ accepts and approves this application under the terms and conditions outlined above. Any amendments and/or waivers to the outlined terms and conditions are attached as Appendix 1 to this agreement.

For and On Behalf of the ASAJ

Name: _____

National Stadium Pool, Kingston

Telephone: (876) 920-6230

(ASAJ Position)

Note: There are ____ appendices to this contract.

For and On Behalf of Lessee

Name: _____

Address: _____

Email: _____

Telephone: _____