

Pool Party Reservation Agreement

This agreement is made this _____ day of _____, 20____ by and between the City of Upper Arlington (the “City”) and _____ (the “Renter”) in consideration of the promises and payments described below.

Terms and Conditions:

GRANT OF RENTER: The City hereby grants the Renter the use of the Upper Arlington Swimming Pool (the “facility”) on the time(s) and date(s) for recreation and/or social activities, subject to all terms and conditions of the license agreement. The City reserves the right to deny use of the facility to individuals or organizations that a) conduct or advocate illegal activity, b) violate the terms of this agreement, or c) violate any federal, state or local laws while using the facility. The City reserves the right to remove from the facility any such individuals or organizations or to require the Renter to remove such persons or organizations. Swimming pools are available for exclusive use rentals to outside organizations, agencies, groups or private individuals when City programming or events are not scheduled.

1. **EVENT FEES:** The fees to be paid by the Renter are as set forth in this agreement. In addition, the Renter is to pay the rental fee described below and is to comply with all terms and conditions of this agreement. The rental fee is due at the time of application. The rental fee is due at the time the reservation is made. Failure of the Renter to make this payment will terminate this agreement. Renter must be legal entity (18 years) or older to sign the License Agreement. At least one adult for each 15 youths must be present during said usage. The City of Upper Arlington shall retain a copy of a valid photo I.D. with this agreement until termination of this agreement occurs; then the I.D. copy will be destroyed.
2. **FACILITY HOURS:** Pool facilities are available from 8:15pm – 10:15pm. Events must end at 10:15pm. Tremont Pool is available on Friday evenings and Reed Road Waterpark is available on Saturday evenings June 2-August 12. Additional dates may be approved at the discretion of the Parks and Recreation Director.
3. **ALCOHOL:** No alcoholic beverages or illegal substances will be permitted on pool grounds.
4. **FEES:** Rental fees are based on number of guests:

# Guests	Reed Road	Tremont
1 – 25	\$375.00	\$300.00
26 – 50	\$425.00	\$350.00
51 – 100	\$500.00	\$425.00
100+	\$575.00	\$475.00

If the actual number of participants exceeds the reserved amount, Renter will be charged the additional fee based on the size of the group.

5. **COVENANTS OF THE CITY:** To permit the Renter the right to use the facility for the purposes and for the term herein specified, subject to the provisions of this agreement.

6. **COVENANTS OF RENTER:**

- A. That the City shall not be held liable for loss, exchange or theft and/or damage to personal property, accidents or injuries of the Renter, its agents and guests while using the Upper Arlington Swimming Pool. Any activities taking part during the time period by this agreement shall be under the sole direct supervision and control of the Renter or its designated representative.
- B. To pay the City on demand any sum which may be due to the City for additional service, accommodations, or material furnished or loaned by the City
- C. To be responsible for all damage to the facility resulting from its use under this agreement; to pay to the City upon demand such sum that is necessary to restore the facility and/or equipment to its former condition if damaged as a result of use under this agreement. Damages will be reviewed and assessed by the Parks & Recreation Director. The Renter is to leave the facility at the end of the term in the same condition as it was when the license term commenced.
- D. To comply with all laws of the United States and of the State of Ohio; and to comply with all ordinances, rules, policies, regulations and requirements of the City of Upper Arlington, all of which are available for Renter's review at the Parks & Recreation Department Office, 3600 Tremont Road, Upper Arlington, Ohio, 43221.
- E. That the Renter or its designated representative is required to be present at the Upper Arlington Swimming Pool. Renter must sign this Reservation Agreement, and then the Renter will receive a copy to retain for their reservation date.
- F. If Renter is an organization, the organization shall provide the City a copy of liability insurance and name the City as an additional insurer
- G. Renter shall not assign or sublease it's reservation to another group, organization, or individual
- H. Renter acknowledges that the City will provide Lifeguard services and will not provide or be responsible to provide other supervision during the Lessee's use of the swimming pool, and the Renter agrees to provide all such supervision of those attending or participating in the Renter's function to ensure compliance with all rules and regulations applicable to the use and operation of the swimming pool, the safety and protection of all persons present at Renter's function.

7. **BREACH BY RENTER/REFUNDS:** Failure of the Renter to make payment or to perform in accordance with the terms of this agreement shall cancel Renter's rights to use the facility under this agreement, without necessity of notice from the City to the Renter. The City may also seek further payment from Renter to compensate it for any damage or breach by Renter, or to cover time and materials furnished by the City in repairing any damage which is the responsibility of the Renter under this agreement. No refunds shall be due from the City, except as provided in #10. Failing to fully comply with this Agreement will be grounds for refusing Renter the future right to use of the facilities.

8. **CANCELLATION POLICY:**

IF THE CITY OF UPPER ARLINGTON CANCELS: The City reserves the right to postpone or cancel a pool party due to emergencies {i.e. – severe weather, water quality, chemical or filtration problem} If this situation occurs, the City will attempt to reschedule the event per Section 10 of this Agreement or a full refund will be issued. The Upper Arlington Parks & Recreation Department reserves the right to cancel any facility agreement for any reason.

IF YOU CANCEL: To cancel this agreement, the Renter must contact the City of Upper Arlington Parks & Recreation Department office (614-583-5300) or the pool facility rented. In addition to calling, the Renter shall submit the cancellation request in writing to parks@uaoh.net. A refund (less the

deposit) is given when the cancellation is made more than 90 days prior to the reservation date. An 80% refund is given when the cancellation is made more than 48 hours prior to the reservation date. A 50% refund is given when the cancellation is made less than 48 hours prior to the reservation date.

- 9. LIMITATION OF LIABILITY FOR CITY'S FAILURE OF PERFORMANCE:** The City shall not be responsible or liable for any damages or costs resulting from the City's failure to provide the Renter with use of the facility on the scheduled date(s) or time(s). In such an event, the City's only responsibility will be to provide Renter:
- A.** A refund as set forth in this contract of the event charge paid under this agreement; or
 - B.** If possible, a rescheduling of time reasonably equivalent to that which was lost, the event charge and other obligations to be identical to that under this original agreement.
- 10. RELEASE AND INDEMNITY AGREEMENT:** As additional considerations for the City's grant of the right to use the facility, the Renter for itself and on behalf of its members/players/guests and their heirs, administrators and assigns, which Renter represents it has authority to bind, hereby releases and agrees to indemnify, defend and hold harmless the City of Upper Arlington and its officials, employees, volunteers and agents (collectively referred to as the "City" for purposes of this paragraph) for any and all liability, claims, actions, demands and judgments for loss of life, or damage or injury to person or property; including but not limited to attorneys' fees and all other expenses, arising from or in connection with the use of the Upper Arlington Swimming Pools under this License Agreement. Renter understands and agrees it is renter's sole responsibility to provide supervision for any and all activities contemplated under this agreement. I AND/OR THE ORGANIZATION HEREBY AGREE NOT TO SUE any of the persons or entities mentioned above for any of the claims or liabilities that I have waived, released or discharged herein.
- 11. RULES GOVERNING FACILITY USE:** The following rules apply to the use of the facility. Violations of these rules by Renter or a guest of the Renter shall constitute a violation of this Agreement and may also result in criminal charges being filed against the Renter or guest:
- A.** Renter and attendees must comply with all pool facility rules.
 - B.** No person shall make or kindle an open fire.
 - C.** No abusive, profane or indecent language; no lewd or obscene conduct; or any other conduct that may annoy others, shall be allowed.
 - D.** No person shall carry firearms or other weapons, nor throw stones or other missiles.
 - E.** No person shall sell, offer or solicit for sale any goods, services or merchandise without a written permit from the Parks & Recreation Director.
 - F.** **BANNED SUBSTANCES - Illegal drugs or other banned substances of any kind are not permitted by City ordinance. The possession, serving, sale, or consumption of alcoholic beverages is not permitted in the facility.** Smoking is not permitted inside the pool fence. Renter acknowledges and understands that any violation of this rule shall give the City of Upper Arlington the right to terminate this Rental agreement without penalty to the City of Upper Arlington, and to permanently bar the Renter or guest of the Renter, from the premises. Illegal drugs or other banned substances of any kind are not permitted by City ordinance.
 - G.** Betting and/or gambling in any form or maintaining any gambling equipment is prohibited.
 - H.** No person shall distribute any circulars, cards or written materials within the pool facility or park.
 - I.** No entertainment or exhibition shall be given without the direction, or by written permission, of the Parks & Recreation Director.
 - J.** Vehicles of any description, other than municipal service or emergency vehicles, may not enter the facility, except as authorized by the Parks & Recreation Director or his designee. This includes any catering or subcontractors for the event.

K. No person shall cut, injure, deface, remove or disturb any tree, shrub, building, fence, signage, bench or other structure, apparatus or property; pick, cut or remove any shrub, bush or flower; or mark or write upon any building, pavement, fence, bench or other structure.

L. The City reserves the right to amend these rules and provide notification to Renter

12. FACILITY USAGE UNDERSTANDING BY THE RENTER: Renter understand and agrees to comply with the following additional limitations on use of the facility:

A. Upon arriving, the Renter shall meet with the City of Upper Arlington facility representative to make an inspection of the Upper Arlington Swimming Pool and to note any new irregularities and damages which exist. Upon the conclusion of the event, the Renter and the City of Upper Arlington facility representative will close out the facility by another walk-through of the entire facility and to assess any irregularities and/or damages that might have occurred during the event. If any assessments are to be made on behalf of the City to the Renter, a report will be signed by both the City and the Renter, to be submitted to the Parks & Recreation Director for further review.

B. The Renter shall be personally responsible for performance under this agreement and all work performed by any subcontractors shall be at the Renter's expense and the Renter shall be fully responsible for any acts or omissions of any such subcontractors and compliance with the terms of this agreement and any applicable laws and regulations. If a subcontractor is to be used for any services by the Renter for the event, the Renter shall notify the City of Upper Arlington not fewer than 15 days prior to the event, noting the subcontractor's services, and list of employees, staff or agents, and contact information.

C. Tables and chairs must remain within the pool facility. Chairs and tables should be wiped clean. All decorations shall be removed at the conclusion of the event. **NAILS, TACKS, TAPE AND STAPLES ARE NOT ALLOWED.** You may use wire or other non-marking methods of securing decorations. No confetti, glitter, sand, rice, birdseed or fireworks are allowed. **NO OPEN FLAMES ARE ALLOWED**

D. The rate includes only the facility and immediate adjacent grounds.

E. Pets/animals are not permitted in the facility, except seeing-eye guide dogs or legally designated service dogs for the impaired.

F. This License Agreement cannot be modified in any way except by a written document signed by both parties.

13. COPYRIGHTS AND PROPRIETARY MATERIALS: Client shall obtain all necessary licenses and shall pay all costs and fees arising from the use of copyrighted music or dramatic materials, or any other property subject to any trademark, patent or other proprietary right which is used or incorporated in the event (including but not limited to BMI, ASCAP, etc.). Client shall indemnify, defend and hold City harmless from any liability, claims or costs, including attorney's fees, arising from the use of any such materials or any claim of infringement or violation of the rights of the owner.

14. WAIVER OF SUBROGATION: No party shall have any right or claim against the other party for any property damage (whether caused by negligence or other condition of the facility or any part thereof) by way of subrogation or assignment. Renter and City hereby waive and relinquish any subrogation right. To the extent Renter is obligated to insure the facility, Renter shall request its insurance carrier to endorse all applicable policies waiving the carrier's right of recovery under subrogation or otherwise in favor of the City and provide the City a certificate of insurance verifying this waiver.

15. MISCELLANEOUS: The validity of this License agreement between the City of Upper Arlington and the Renter shall be governed by the laws of the State of Ohio. This agreement constitutes the entire understanding between the parties and supersedes all prior oral and written agreements and

communications between the parties. Where appropriate, use of neuter pronouns shall include male and female gender and vice versa. Neither this agreement nor the right to use the facility may be assigned or transferred in whole or in part by the Renter. Pool policies following this agreement are part of the agreement.

16. SCHEDULE OF CHARGES:

Date of Event:		Arrival Time:		Departure Time:		Name of Pool:		
<p>Renters/subcontractors/supplies may not arrive earlier or leave later than the Renter times on this contract.</p> <p>Renter Initials: _____ Director or Designee Initials: _____</p>							Rental Fee Due:	\$
							Total Paid:	\$
							Date of Payment:	

Purpose of Event: _____ Head Count: _____

By signing below, Renter represents that he or she has read, understand, and agree to be fully bound by the terms of this Agreement.

RENTER:

 Signature of Individual Renter Date
 Responsible for Payment & Damages (no organization involved)

 Signature & Title of Officer of Organization Date

 Name of League, Club, Team or Organization responsible for Payments & Damages

CITY OF UPPER ARLINGTON:

 Debbie McLaughlin or Designee Date

Renter Contact Information:

Name: _____

Address: _____

Phone #: _____

Email: _____

Main Contact for Event (if different than above):

Name: _____

Address: _____

Phone #: _____

Email: _____

Completed contracts can be mailed to or dropped off at the address below:
Upper Arlington Parks & Recreation Department
3600 Tremont Road
Upper Arlington, OH 43221