

TOWN OF WISE
MUNICIPAL SWIMMING POOL
RENTAL AGREEMENT

This agreement entered into on this the ____ day of _____, 20____
by and between the Town of Wise and _____.

WHEREAS, _____ desires to rent the designated
municipal swimming pool from 7:00 p.m. to 9:00 p.m. on the ____ day of
_____, 20____, for (planned activity) _____

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. A facility rental fee in the sum of \$200.00 will be paid to the Town of Wise at the time that the rental agreement is signed thereby officially reserving the swimming facility at a specified date and time.
2. If you cancel your party 15 days prior to your event, you will receive a refund of \$150.00 (\$50.00 being kept as a service charge). If you cancel less than 15 days prior to the event there will be no refund.
3. In the event of inclement weather and a mutual agreement with management, you will have the opportunity to reschedule. If there are no available dates for reschedule you will be given a full refund.
4. The facility is not available on Sundays. No alcoholic beverages are allowed on the premises, and smoking is not allowed in any structures. No music is allowed. No person or organization renting this facility is allowed to charge an admission fee, cover charge or any other similar fee. No one is allowed to place anything on the walls by any means whatsoever.
5. Rental time ends promptly at 9:00 p.m. and cleanup must be completed by the renting person or party no later than 9:30 p.m. or an extra fee in the amount of \$100.00 per hour payable in fifteen-minute intervals may be incurred by the renting person or party.
6. The concessions stand is not open and food and drinks must be furnished by the renting person or party, if desired.
7. Any activity involving the participation of persons less than sixteen years of age must be supervised by a suitable number of adults on premises.
8. Lifeguard(s) will be provided for the main pool only – children using the kiddie pool are to be accompanied and supervised by a parent or guardian at all times. Life guard instructions and pool rules are to be followed at all times.
9. Upon signing of this agreement, the renting party agrees to accept the premises on an "AS IS" basis. Any person or party renting this facility is responsible for leaving the facility in the same condition as it was upon entering. Upon inspection, the facility must be found to be neat, orderly, and clean. All tables and chairs must be replaced exactly as

found. All trash must be properly disposed. The renting person or party hereby agrees that the town will arrange for the repairs of any damages and/or cleaning, and that the renting person or party shall be responsible for all costs incurred by the town in relation thereto. Further, the renting person or party agrees that these costs for cleaning and/or repair will be assessed against them and said costs will be payable in full no later than fifteen days from the date of invoicing.

10. **RELEASE AND INDEMNIFICATION AGREEMENT:** The renting person or party and all event participants hereby release and discharge, indemnify and hold harmless the Town of Wise, its officers, agents, employees, and representatives from any and all suits, actions, liabilities or claims of any character, including but not limited to bodily injury or death or property damage, by any person or persons that may arise as a result of this use of said facilities. The undersigned, for the same consideration, do jointly and severally covenant and agree to indemnify, defend, and save harmless the Town of Wise, Virginia, and all agents, servants, employees, or contractors thereof, for any and all judgments, claims and expenses arising out of or in any manner connected with the activities or the participant in said use of the swimming facility including, without limitation, direct participation, instruction, training, transportation, emergency care, operations, and product liability of any kind and the undersigned will defend all such claims, demands and suits at the undersigned's sole cost and expense, whether groundless or not, and the undersigned will pay all charges of any attorneys the Town may employ to resist any claim. This release and indemnification agreement shall be construed to be as comprehensive as is allowed by law. If any portion hereof be declared invalid, it shall not affect any other portion. If all or any part hereof be declared invalid as to any person signing same, it shall not be invalid to any other person. Use of the swim facility by guests of the renting party shall be pursuant to an agreement between the two parties which specifically binds the guest to the terms of this Release and Indemnification Agreement for the benefit of the Town of Wise.
11. The Town of Wise reserves the right to cancel this rental agreement in the event that some governmental emergency necessitates the use or closure of the facility by the Town or in the event of unsuitable or unsafe weather conditions.

I certify by my signature that I have the authority to bind myself or this organization to the terms of this rental agreement, and I/We agree to adhere to all stipulated conditions.

IN WITNESS WHEREOF, the Town of Wise and _____
have executed this agreement of this the _____ day of _____,
20____.

TOWN OF WISE

Witness: _____

By: _____

Title: _____

Renting Person or Party

Witness: _____

By: _____

Title: _____

Rental Information

Name of Person/Party: _____

Contact Person: _____ Day Telephone: _____

Mailing Address: _____

Number of Guests: _____

Cc: Pool Manager _____

The Town of Wise is an equal opportunity employer and provider.