

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. until 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 two hundred fifty dollars (\$250.00) will be paid to the Town of Wise at the time the rental agreement is signed thereby officially reserving the swimming facility at a specified date and time.
2. The person or party renting the swimming facility may cancel a party no closer than 15 days prior to the event to receive a refund of \$200.00 with \$50.00 withheld by the Town of Wise as a service charge. If cancelation is made less than 15 days prior to the event, no refund will be given.
3. **Inclement Weather Policy: the renting person or party is advised to check the weather conditions prior to 7:00 p.m. the day of the event. If weather conditions are forecast for storms, the renting person or party has the option to reschedule the event, proceed with the event, or receive a refund for the reservation fee of \$200.00 (\$50.00 withheld by Town of Wise as a service charge). If the renting person or party does not cancel or reschedule the event prior to 7:00 p.m. and proceeds with the event and inclement weather prohibits use of the swimming pool, there will be no refund. Lifeguards are scheduled ahead of reserved events and costs are incurred by the Town of Wise.**
4. The facility is not available on Sundays.
5. No alcoholic beverages are allowed on the premises.
6. No smoking is allowed in any structure.
7. No music is allowed.
8. No person or organization renting the swim facility is allowed to charge an admission fee, cover charge of any other similar fee.
9. No one is allowed to place anything on the walls by any means whatsoever.
10. Rental time ends promptly at 9:00 p.m. and all persons must exit the swimming pool, including the kiddie pool.
11. The renting person or party must have the facility cleaned up and exit the facility no later than 9:30 p.m. or an extra fee in the amount of \$100.00 per

- hour will be charged, payable in fifteen-minute intervals. Any extra fees charged must be paid prior to renting the facility in the future.
12. Any activity involving the participation of persons less than sixteen years of age must be supervised by a suitable number of adults on the premises.
 13. Lifeguards will be provided for the main pool only-children using the kiddie pool are to be accompanied by and supervised by a parent or guardian at all times. Lifeguard instructions and pool rules are to be followed at all times.
 14. Upon signing this agreement, the renting party agrees to accept the premises on an "As Is" basis.
 15. Any person or party renting the facility is responsible for leaving the facility in the same condition as it was upon entering.
 16. Upon inspection, the facility must be found to be neat, orderly and clean.
 17. All tables and chairs must be replaced exactly as found.
 18. All trash must be disposed of properly. 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.
 19. 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.

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 pay defend all such claims, demands and suits at the undersigned's sole cost and expense, whether groundless or not, and 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.

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 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: _____

Contact Person Telephone Number: _____

Mailing Address: _____

Number of Guests: _____

Cc: Pool Manager: _____