

Pool Reservation Contract

Name of User: _____

Home Address: _____

Home Phone: _____ Cell Phone: _____

E-mail Address: _____

Date of Event: _____ Time: _____ a.m./p.m. _____ a.m./p.m.
(From) (To)

Number of People Attending: _____

I _____ agree to rent the Waterpark located at 401 E 12th Street for the date and time listed above. A non-refundable deposit of 100.00 is due ten (10) days within the booking. The cost of my pool rental is _____ with the balance due ten (10) days before the date of the event. Payment can be made by cash, check or money order. Checks or money orders can be made out to the City of Uhrichsville. Please mail checks or money orders to: City of Uhrichsville,

305 E 2nd St., Uhrichsville, OH 44683

Terms and Conditions:

The renter of the pool facility agrees to assume the entire responsibility and is liable for all damages to the pool facility or injuries to all persons, arising out of, resulting from, or in any manner connected with the above use of the city facility. The renter agrees to indemnify and save harmless the city, its agents, and employees from all such claims, including liable and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph.

USER - User must be a legal entity or (18) years of age or older. User shall be held responsible for the conduct of all group members and shall remain on site during the facility rental. User is required to provide valid I.D. on the day of the event to City of Uhrichsville staff. User will sign-in at the start of their use and will sign-out at the conclusion of their use. User agrees to use the facility in a safe and careful manner and shall comply with all federal, state and local laws and any rules and regulations set forth by City of Uhrichsville. User cannot sublease this rental.

DISCLAIMER - Pool rental is subject to the terms, conditions and rules set forth by the City of Uhrichsville. As specifically set forth in the Terms and Conditions, City of Uhrichsville shall hereby let to User and User shall hereby lease from the City of Uhrichsville the use of the waterpark, on specified date and time. The City of Uhrichsville assumes no responsibility for the manner in which the User utilizes the facility. Any activities taking part during the time period covered by this agreement shall be under the sole direct supervision and control of the User or its designated officers, agents, employees, members, guests, patrons or employees. The City of Uhrichsville assumes no responsibility for the manner in which activities are conducted.

However, City of Uhrichsville may cease activities for any just cause, especially if there is potential for injury to the general public or damage to the facility.

RESERVATIONS - Reservations are to be made on a first-come first-served basis. Reservations may not be made any sooner than 3-months in advance of the requested date and no more than 2-reservations may be made per week, unless other arrangements have been made with the City of Uhrichsville or if the reservation is for a City sponsored event or program.

OCCUPYING AND SET UP - Upon arriving, User shall meet with city Manager-On-Duty to make an inspection of the pool and note any current irregularities and damages. At the end of the pool use, User and Manager-On-Duty will make another inspection of the pool and note any new irregularities and damages. The pool may not be occupied until the posted time on the Contract. The pool must also be vacated at the posted time on the Contract. Please schedule time for room set up and clean up, if necessary. User will be charged a minimum of 1-full hour (at going rate) for additional time used.

DISMISSAL – The City of Uhrichsville reserves the right to dismiss any participant from the facility for criminal and/or unruly conduct or failure to observe rules & regulations.

INHERENT RISKS - User and User's participants shall assume all inherent risks.

BANNED SUBSTANCES - User agrees that no alcoholic beverages, drugs, or other banned substances of any kind will be used in or on the premises. User understands that any violation of this rule shall give the City of Uhrichsville the right to terminate this Contract without penalty to the City of Uhrichsville and permanently bar User from or any member or guest of the User from the premises.

ADDITIONAL CLEAN UP - The user is responsible for the Pavilion clean up and any paper products or food they may have brought in. The city takes care of emptying the trash receptacles.

FACILITY RULES & REGULATIONS - User agrees to abide by all facility rules and regulations.

LOST OR STOLEN ARTICLES – The City of Uhrichsville assumes no responsibility whatsoever, for any lost or stolen property.

RIGHT TO CONTROL - It is understood that the City of Uhrichsville reserves the right to control and manage the premises and to enforce all necessary and proper rules for the management and operation of the premises. City of Uhrichsville employees or other authorized representatives may enter and exercise their authority at the premises at any time. The City of Uhrichsville also reserves the right, but not the duty, through its employees and representatives to eject any objectionable person or persons from the premises and User hereby waives any and all claims for damages against the City of Uhrichsville or any of its representatives resulting from the exercise of this authority.

CANCELLATION BY CITY OF UHRICHSVILLE – The City of Uhrichsville reserves the right to cancel any scheduled usages time for any reason. In the event of such cancellation, a mutually

satisfactory later time and date will be substituted for the canceled time whenever possible. Furthermore, the City of Uhrichsville is not responsible for any consequential damages related to the cancellation of the contracted time.

CANCELLATION BY USER - User must give the City of Uhrichsville at least a 48-hour notice in order to cancel a reservation. All cancellations will be communicated through the [insert]. Failure to cancel will result in loss of any refund.

AMENDMENTS - This Contract cannot be modified in any way except by a written document signed by both parties.

GOVERNING LAW - This agreement shall be governed by the laws of the State of Ohio both as to interpretation and performance.

SEVERABILITY- If any provision of this Contract is determined to be unenforceable or invalid, the remaining provisions of this Contract shall not be affected thereby and shall remain in full force and effect.

FORCE MAJEURE - Neither party shall be liable for any damages, resulting from the elements, acts of God, or any other cause beyond the reasonable control of the parties.

ENTIRE AGREEMENT - This document constitutes the entire Contract between the parties and supersedes all previous communications, representations, understandings whether oral or written, between the parties.

City of Uhrichsville

Signature of User

Date

Date

