

Contract No _____

**PARKWOOD COMMUNITY CLUB
POOL RENTAL AGREEMENT**

Member Name _____

Member Number _____

Date of Use _____

Hours of Use _____ to _____

The undersigned hereby request(s) the use of the Parkwood Community Club (PCC) facilities for the date and time above, for the agreed rental as set forth below. The undersigned agrees:

1. The use of the facilities also includes the use of all the equipment associated with the facility.
2. The undersigned is required to pay rent in the amount of \$_____ payable at the time the contract is signed, in order to reserve the facility for the date desired. This full amount will be paid by check or money order, payable to PARKWOOD COMMUNITY CLUB, at least twenty-one (21) days prior to the date of use.
3. Although no deposit is required, members are in jeopardy of losing their membership to PCC if the agreement has not been faithfully and fully performed. Additionally, if there are damages, the member agrees that any charges resulting from the damage will be paid in full by the member. An accounting of damage will be made to the Renter by PCC within fourteen (14) days of the date of use, as required by law.
4. Each participant in the rental party shall be listed individually on the pool sign-in sheet by signing first and last names.
5. The Renter assumes full responsibility for the cleaning of all facilities and equipment used and shall return the same at the end of the rental period in good order, condition and repair as when possession was received.
6. The Renter agrees to be bound by all posted pool rules regarding the use of the premises of the PCC's facilities and equipment. The Renter shall also comply with all the rules and regulations of any governmental body applicable to the use of the Club premises, including (but not limited to) State, City, and County Departments of Health. **NO DIVING IS PERMITTED AT ANY TIME. THERE IS NO LIFE GUARD ON DUTY.**
7. **NO FOOD ALLOWED IN THE POOL AREA.**
8. **FOR WATER SAFETY:** There must be 1 supervising adult on the pool deck for every 15 people under the age of 18 in the pool. Non swimmers & children under the age of 7 should be supervised by an adult in the water within 3 feet.
9. The Individual signing this contract shall be fully and personally responsible for all portions of this contract. The Individual assumes responsibility for themselves and their guests in regard to inherent drowning danger associated with swimming in any pool.

Renter Signature

date

PCC Pool Rental Manager

date

HOLD HARMLESS AGREEMENT

_____ (Renter) shall indemnify PARKWOOD COMMUNITY CLUB (PCC, Landlord) against all liabilities, damages, and other expenses, to include reasonable attorney's fees and costs of any suits which may be imposed upon, incurred by, or asserted against the Landlord by reason of any of the following, occurring during the term of this agreement, which is in any way related to or caused by any act or omission by the Renter:

1. Any use for condition of the rented property or any part thereof, or any street, alley, sidewalk, curb, vault, passageway, or space, adjacent hereto;
2. Any negligence on the part of the Renter, its agent, contractors, licenses, or invitee;
3. Any personal injury or property damage occurring on or about the rented property or any adjoining street, alley, sidewalk, curb, vault, passageway, or space;
4. Any failure on the part of the Renter to perform or comply with any covenant required to be performed or complied with by the Renter hereunder for any breach of the rental agreement;
5. Any violation of the laws of the city, county, state, or Federal government.

If any action or proceeding is brought against the Landlord by reason of such occurrences, the Renter, upon written notice from the Landlord, will at the Renter's expense, resist or defend such action by proceeding by counsel approved in writing by the Landlord, such approval not to be withheld unreasonably.

Renter Signature

date

PCC Pool Rental Manager

Form Revised 1/2/14