

WEST ROCKHILL-SELLERSVILLE JOINT RECREATION AUTHORITY

This Agreement, made this ____ day of _____ 20____, by and between WEST ROCKHILL-SELLERSVILLE JOINT RECREATION AUTHORITY ("LESSOR") and _____ (print name) ("LESSEE").

LESSOR does hereby let unto LESSEE _____ (print name), in West Rockhill Township, Bucks County, Pennsylvania, the Holiday House Pool.

I. QUALIFICATIONS OF LESSEE

If any of the below statements and/or conditions and qualifications are not upheld or true and correct, LESSOR has the absolute right to terminate this Agreement, cancellation of the event without and regardless of notice, and LESSEE shall be liable to LESSOR for any costs and/or expenses expended. By signing below, LESSEE swears and affirms that the below are true and correct and hereby agrees to the below qualifications as conditions of this Agreement:

1. LESSEE swears and affirms that he or she is a paying member of the Holiday House Pool for at least one (1) calendar year, or have a current member sponsor the event and agree to be jointly responsible as LESSEE.
2. In addition to signing this Agreement below, LESSEE must provide a copy of photo identification and/or a copy of LESSEE'S pool membership BADGE for the current year.
3. LESSEE swears that he or she will not be hosting a party for profit, and/or a party that is promoted in any manner for profit. With the exception of charitable organizations, a door fee may not be charged and private tickets in addition to the rental fee may not be sold unless approved by a Resolution of the West Rockhill-Sellersville Joint Recreation Authority on a case-by-case basis.
4. LESSEE agrees to all terms and payment schedules provided in this Agreement.
5. Non-members may be permitted to hold parties/events with the pre-approval of WR-Sellersville Joint Recreation Authority.

II. INDEMNIFICATION

LESSEE hereby agrees to defend, indemnify, and hold harmless LESSOR and its officers, employees, agents, members and representatives, and each of them from any and all suits, claims, or actions by any person or persons for or on account of personal injuries or property damage caused by LESSEE's use of the Holiday House Pool on _____, (use date), _____ - _____ (time) and pay for all damages caused to the facility and/or surrounding property caused by LESSEE and/or LESSEE's guests.

III INSURANCE REQUIREMENTS

Without limiting LESSEE's indemnity, it is agreed that LESSEE shall maintain a Comprehensive General Liability insurance policy with a minimum limit of liability of \$1,000,000 per occurrence, combined single limit, and shall provide LESSOR with a certificate of insurance two (2) weeks prior to the event. In the case of individual renters, the West Rockhill-Sellersville Joint Recreation Authority shall also be named as a certificate holder, and in the case of groups, the West Rockhill-Sellersville Joint Recreation Authority shall be named as additional insured.

IV POOL RULES AND REGULATIONS

By signing below, LESSEE agrees to abide by the following terms, conditions and regulations.

1. LESSEE has confirmed that LESSEE has received a copy of the Holiday House Pool Rules and Regulations and understands the Rules and Regulations and will obey them in full.
2. It is LESSEE's responsibility to inform all attendees of the event of the Holiday House Pool Rules and Regulations.
3. LESSEE will bear any responsibility for any violations of the Holiday House Pool Rules and Regulations by any attendee.
4. Parties shall be held on Friday or Saturday only.
5. After hours pool parties are limited to one hundred (100) guests. Any exceptions must be by the West Rockhill-Sellersville Joint Recreation Authority and the LESSEE must appear before the West Rockhill-Sellersville Joint Recreation Authority to make the request in person.
6. All parties are to be held to a strict three (3) hour time limit.

7. During party hours, LESSEE's guests will have access to the pool.
8. A guest list must be submitted to the Holiday House Pool Manager two (2) weeks prior to the party to ensure the patron to guard ratio is met.
9. LESSEE is responsible for cleaning up all trash and refuse from LESSEE's use of the facilities, and the premises shall be returned to the condition prior to LESSEE's use of the facilities, and has a strict one (1) hour time period to clean up from the event as required under this Agreement. **Reckless and rowdy behavior will not be tolerated and may also result in immediate termination of the event with no refund.**
10. LESSEE agrees and understands that failure of any guest to listen, adhere, and obey the directions of any lifeguard and/or other pool staff may be grounds for an immediate termination of the event, with no refund.

V. PROHIBITED ITEMS

The following items are prohibited without exception at the pool and/or the premises and/or surrounding areas of the Holiday House Pool:

1. Alcoholic beverages in any form.
2. No smoking at the Holiday House Pool within the fenced in pool area.
3. Use of a grill.
4. Sound system that has not been approved by the West Rockhill-Sellersville Joint Recreation Authority.
5. Possession or use of any illegal drug and/or drug paraphernalia.

If any of the above prohibited items are used or possessed by LESSEE and/or LESSEE's guests at the Holiday House Pool, surrounding grounds, and adjacent areas of the Holiday House Pool, the West Rockhill-Sellersville Joint Recreation Authority reserves the absolute right to shut down the private party without notice and without refund of any deposits, payments or security fees.

VI RENTAL FEES AND ESCROW

The following are the required fees for the rental of the Holiday House Pool.

1. The facility rental fee during pool hours is \$200 per hour for three (3) hours.

2. In addition to the rental fee, a separate \$500 security deposit is required. Escrow to be paid via cash, a separate check. **In addition, all LESSEES shall be required to provide a credit card number to be held in the event of damages to the facility, which must match the information on the photo identification provided by LESSEE. The security deposit will be returned after inspection of the pool and no damage is found.**
3. Parties are scheduled on a first-come, first paid, and are restricted to certain dates and times.

VII FULL PAYMENT REQUIRED

1. Full payment of the above facility rental fees and escrow fees must be paid two (2) weeks prior to LESSEE's events.
2. There will be no exceptions made to this requirement.
3. A deposit of \$50.00 must be included when the contract is signed and this will be applied to the rental.
4. If full payment is not received before the two (2) week period, parties will be cancelled without notification and the date will reopen.
5. All pre-paid fees are non-refundable.
6. The Holiday House Pool may reschedule party due to inclement weather if the pool schedule allows. If not, payment for the party can be used at a later time.
7. No refunds will be awarded.

VIII WEATHER

1. In the event of inclement weather, the scheduled party has taken place for more than 1.5 hours or more, LESSEE may not reschedule party.
2. If the scheduled party has taken place less than 1.5 hours, LESSEE may reschedule the party at a later date subject to the availability of the pool schedule.
3. Subject to the above, in the event of thunder and/or lightning, the pool is required to be closed immediately by law and all patrons are required to disburse in accordance to Pool Rules and Regulations.

IX REMEDIES OF LESSOR

In the event LESSEE breaches this Agreement in any manner, LESSOR is entitled to any and all of the following remedies:

1. Recovery of costs for damage to the facilities, equipment, and/or surrounding areas of the Holiday House Pool.
2. Recovery of costs for failure to clean up in accordance with the terms of this Agreement.
3. Recovery of costs for LESSOR's employee time for cleaning, repairing, and/or any efforts expended by the LESSOR for a breach of this Agreement.
4. Recovery of court costs and attorney's fees for any actions brought by LESSOR as a result of a breach of this Agreement.
5. Any and all remedies available to LESSOR at law.

X ENTIRE AGREEMENT

This Agreement sets forth and contains all agreements, promises, representations and understandings between the parties, hereto, and the parties are not bound by any agreements, undertakings, or conditions except as expressly set forth herein. All additions, variations or modifications to this Agreement shall be void and ineffective unless in writing and signed by the parties.

XI GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

XII SEVERABILITY

In the event any provisions of this Agreement is deemed unlawful or unenforceable, it shall be severed from the Agreement and the remainder of the Agreement shall remain in full force and effect.

XIII COUNTERPARTS

This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

XIV EXCEPTIONS

West Rockhill-Sellersville Joint Recreation Authority ONLY reserves the right to make exceptions to this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto duly set their hands and seals, and have caused these presents to be duly executed and if applicable their corporate seal to be duly attached by their proper officers thereunto duly authorized, the day and year first above written.

LESSOR:

PRINT: _____ SIGNATURE: _____

DATE: _____

LESSEE:

PRINT (Name of Organization): _____

SIGNATURE: _____ DATE: _____

PRINT: (Sponsor(s) if applicable): _____

SIGNATURE: _____ DATE: _____

Address: _____

Phone: _____ Membership Number: _____