

DAYTIME BIRTHDAY POOL RENTAL

THE BOROUGH OF WAYNESBORO
FRANKLIN COUNTY
WAYNESBORO, PENNSYLVANIA

THIS AGREEMENT, made this ____ day of _____, 20 ____, between the Borough of Waynesboro, Waynesboro, Franklin County, Pennsylvania, hereinafter called "Borough" and:

_____ (Name of Organization)
_____ (Address)
_____ (Phone number), hereinafter called "Renter",

WITNESSETH, that in consideration of the covenants and agreements herein contained, the Parties hereto, intending to be legally bound, do hereby agree as follows:

1. The Borough hereby agrees to rent the Northside Park Swimming Pool to the Renter for the purposes and on the dates herein set forth:
DAYTIME BIRTHDAY POOL RENTAL (Activity),
_____ (Date).
2. That the Renter shall pay to the Borough for the use of the hereinbefore described premises on the dates and for the purposes as set forth above, the sum of \$ _____ (See fee computation).
3. That the Renter shall keep and maintain the said Northside Park Pool and the Borough property and premises connected therewith in the same condition as found, and shall be financially and otherwise responsible for all injury, damage or destruction that may occur to the said property or premises arising during, from and in connection with the said event.
4. That the said Renter shall indemnify and save harmless the Borough from all liability and responsibility arising from injury or damage to persons or property of any nature, occasioned or caused to any person or corporation, wholly or in part by any act or

acts of omission or commission of the Renter or of his employees, agents, guests or invitees.

5. That the Renter is thoroughly familiar with **the terms of this contract and the Rules and Regulations of Northside Pool** and hereby agrees to abide and be governed by the same. (SEE ATTACHMENT #1)
6. That the Renter shall designate a person or persons whom shall serve as representative for all matters contained herein and who shall be responsible for implementing the POLICY of the Borough.
7. That the said Renter shall have an official representative, to wit:
Name _____
Address _____
Phone (Home) _____ (Work) _____
whom will be present at all times and shall be the responsible individual to whom all questions are to be referred concerning the operation and maintenance of the said Borough property. (The above information must be completely filled out or the application will not be accepted.)
8. The Borough shall furnish all lifeguards, concession workers, and maintenance personnel.
9. That the said event shall be concluded, and the same Borough property and premises vacated at pool closing or the end of two (2) hours, whichever comes first.
10. That the Renter shall pay to the Borough the cost of all necessary services required, and further, the Renter shall indemnify and save harmless the Borough from all liability and responsibility arising from injury or damage to persons or property of any nature, occasioned or caused to any person or corporation, wholly or in part, by any act or acts of omission or commission of the Borough or of its employees or agents.
11. **All deposits are non-refundable. If the rental is canceled for any reason after it begins, all fees are due and payable and non-refundable -- no rainchecks will be issued.**

12. That the Borough may nullify this Agreement by declaring a breach of the terms if the renter violates the terms of this Agreement or the Pool's Rules and Regulations and, in such event, shall retain as liquidated damages all sums paid theretofore under the terms hereof.
13. That the breach or failure to perform or to conform to any of the terms herein contained in this Agreement by the Renter, (the Borough being the judge of the same), renders this Agreement null and void.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals the day and year first above written.

COMPUTATION OF FEES:

Rental	_____	(Minimum of \$52.50 for the first 25 people)
Additional Fee	_____	(\$1.50 per person over the number of 25)
Total	_____	
Less Deposit Fee	_____	(\$50.00) non-refundable*
Total Amount Due	_____	

* Deposit fee due at time of submission of application.

By: _____
Signature (Renter)

Name (Typed or Printed)

THE BOROUGH OF WAYNESBORO

Pool Manager

Borough Manager

Date

ADDITIONAL QUESTIONS

Please answer the following questions completely. This information is required to determine if adequate chaperones are available.

1. Total number of persons who will be attending pool event:

Children under 18 years of age - _____

Adults - _____

2. Total number of chaperones for pool event: _____

3. Name of person(s) who will be attending pool event and may be contacted in case of an emergency, etc.

Name _____ Phone # _____

Name _____ Phone # _____

4. Date of pool event: _____

ATTACHMENT 1

NORTHSIDE POOL BIRTHDAY PARTY

- 1) During regular pool hours - for two (2) hours
- 2) Get access to the pool
- 3) Get picnic area reserved
- 4) Food option – upon request (fee to be determined)

Fee – \$52.50 (for the first 25 people); \$1.50 per person over the number of 25