

Bent Tree West Swim and Tennis Center

Exterior Rental Agreement

(Pool – Party Tent – Volleyball Court – Grassy Areas)

This rental agreement for the exterior of Bent Tree West Swim & Tennis Center property to include Pools, Veranda and other exterior buildings, as indicated below, is made and entered into this _____ day of _____ by and between Bent Tree West Swim and Tennis Center, and _____, the renter.

FEES – Choose One

Party rentals are for personal private parties, the renter agrees they will not charge guest to attend the party for personal gain or profit. This facility is a membership only facility and a not-for-profit organization. Selling tickets or charging for admission is not permitted under our bylaws.

_____ **Members: PRIVATE Pool Party** \$400 (up to three hours). Set up and clean up time are not included and will be charged at this hourly rate. Must be done after or before pool hours. Lifeguards are required and charged at the rate of \$20 per hour, per guard; and are based on guest count. *The renter must pay the lifeguards in cash, separately from the rental fee above. No outside lifeguards are permitted.*

_____ **Members: Party Tent** \$200 (up to three hours - during pool hours). During Pool Hours (pool party during pool hours in the party tent only). Includes up to 20 non-member/non-swim guests. Additional guests are \$5.00 per person. A printed list of all guests must be submitted to the lifeguard checking guests in. See attached form. Additional lifeguards, if required, are charged at the rate of \$20 per hour, per guard; and are based on guest count.

_____ **Members:** Volleyball Court/Grassy areas \$25.00 PER HOUR each

_____ **Non-Members: PRIVATE Pool Party** \$500 (up to three hours). Set up and clean up time are not included and will be charged at this hourly rate. Must be done after or before pool hours. Lifeguards are required and charged at the rate of \$20 per hour, per guard; and are based on guest count. *The renter must pay the lifeguards in cash, separately from the rental fee above. No outside lifeguards are permitted.*

_____ **Non-Member: Party Tent Rental during pool hours** \$300 (up to three hours - Includes up to 20 nonmember/non-swim guests. Additional guests are \$5.00 per person. A printed list of all guests must be submitted to the lifeguard checking guests in. See attached form. Additional lifeguards, if required, are charged at the rate of \$20 per hour, per guard; and are based on guest count.

_____ **Members:** Volleyball Court/Grassy areas \$50.00 PER HOUR each

A signed contact, deposits and rental fees are required to secure a party date 10 days prior to party. All rental dates must be cleared with The Center's rental coordinator. Cancellation less than seven days before party date will forfeit deposit. Three checks are required. 1) A refundable deposit check that will be held until after the rental and then destroyed if no damage has occurred 2) the rental fee. The rental fee will be deposited the day of the event. Make three checks to Bent Tree West Swim & Tennis Center. All **fees are collected with the contract.**

DEPOSITS _____ initial

Renter agrees at the end of the rental time period written in this agreement; the renter will clean the outside pool area according to the check list below. Pool and exterior will be inspected after each rental and assessment fees that apply will be deducted from deposit.

- ___ Members: \$400 refundable deposit for private pool rental
- ___ Members: \$100 refundable deposit for party tent rental during pool hours
- ___ Non-Members: \$800 refundable deposit for private pool rental
- ___ Non-Members: \$200 refundable deposit for party tent rental during pool hours

RENTAL RULES

The **Bent Tree West Swim and Tennis Center** is managed by an elected volunteer board. The lifeguards assigned to your party will unlock and lock the electronic gate. Your rental time begins when you begin setup and ends when clean-up is complete. The Center is not responsible for any rental equipment that is unattended after the party.

The following items must be complied with by the renter, or they will be deducted from the refundable deposit

- Members are not allowed to rent the pool and/or any exterior areas on behalf of non-member(s) under any circumstance.
- **Pool** rental does not include use of the clubhouse or interior kitchen or bathrooms. This is an additional and separate rental.
- **Poolside Restrooms** Most damage during rentals is to the restrooms. The restrooms will be cleaned and inspected before your rental. You are responsible to pay for replacement soap dispensers or dumped soap, towel dispenser tampering or damage, tissue holders tampered or damage, mirror or sink damage as well as any defacing of our walls or partitions. Fine \$250.
- **Smoking** is not permitted anywhere on the grounds or in the parking lot. A \$250 fine will be enforced.
- Do not exceed Pool **capacity** of 100 people
- **A contract must be signed for all use of BTWSTC property**
- **Alcohol is ONLY permitted at private parties without children. All adults must be over 21.**
- **Two lifeguards** (only employees of the Center) per every ~25 people must be hired for any events held in or around the pool, even if the pool is not used. One designated Center or board member will be on call. If a board member or the police are called with a disturbance, **your deposit will be forfeited.**
- **No glass** of any kind is allowed on the exterior of the building including the pool area or veranda.
- **No water balloons** near or in the pool. No confetti devices permitted near or in the pool.
- Access to the **Clubhouse is not permitted** at any time. Food, drinks, cakes, and party items may be stored in the exterior refrigerators by the pool. The Center does not supply any items. Coolers are permitted.
- Three 8' tables are available for use. Furniture can be moved and a dance floor cleared under the veranda.
- **DJ's and live bands** are allowed. They can begin set up a half hour before pool close 8pm. The volume must be kept at a level appropriate for a residential area party and must be stopped at 11:00 pm (per city ordinance). All DJ or bands will need to set up in front of the pool maintenance building with sound facing the school or South ONLY.
- **Catering:** Electrical for catering should be under the veranda. Renters **must bring own electrical heavy-duty extension cords.**
- **Electrical** usage must be disbursed to different area. (Consult with rental coordinator) A bounce house can be set up in volleyball area and plugged into tennis courts
- We do not provide **security** for an event, however the neighborhood patrol will be in the area. No phones are on property, bring a cell phone.
- **Parking** is limited to the Center's parking lot. No parking on residential streets. The school parking lot is available when school is closed.
- **Children** must be under the watchful eye of parents at all times. The lifeguards are not babysitters; please do not use them as such.
- **Entrance and exit will be through the pool entrance gate only.** A lifeguard will check guest off the provided list.
- **Food storage** a refrigerator under the veranda is provided for food and drinks. The lifeguard can provide access to the freezers if needed. **Please do not leave food or drinks behind, take everything with you.**
- **Tables and Chairs** returned to original locations by renter, not lifeguards.
ALL trash picked up and placed in large trash bins by renters, not lifeguards.

- **Pool filter baskets (skimmers) and the bottom of the pool should be checked for trash that might have accidentally fallen in by the renter not lifeguards.**
- **Lifeguards are ONLY at the event to provide safety in and out of the pool. Tips are appreciated.**

The Bent Tree West Swim & Tennis Center's Board will hire someone to repair any damage as a result of this rental. Renter agrees to pay repair cost or for non-compliance to above rental rules. **I have read & agree to the above rules: _____ initial**

RENTAL EQUIPMENT - SET UP AND CLEAN UP _____ initial

The Center does not have employees that can assist with loading, unloading, set up or tear down for of the party. This includes receiving rental deliveries. The renter is completely responsible to be present for all deliveries before the party and pick-ups after the party. The per hour charge STARTS when you begin set up and ENDS when you are ready to leave. Clean up cannot spill into the following day or after hours.

DAMAGES _____ initial

Any damages to the clubhouse, pool, or property causing expenses incurred by Bent Tree West Swim and Tennis Center as a result of the rental shall be paid out of and deducted from the security deposit. Any damages or expenses in excess of the security deposit will be paid for by the renter as assessed by Bent Tree West Swim and Tennis Center board. The host of the party is to assume all liability for the guest attending without regard to fault while at Bent Tree West Swim and Tennis Center, and assumes any damage done to the Center property, by any attending guest of the party.

LIMITATION OF LIABILITY _____ initial

Renter will indemnify Bent Tree West Swim and Tennis Center and any Bent Tree West Swim and Tennis Center's related parties including but not limited to: its members, directors, officers and employees harmless from and against any and all claims, actions, damages, liability and expense in connection with injury, accidental death, loss, damage, injury to persons or property occurring in, on or about or arising out of the rented property, or the use and occupancy thereof, or occasioned by negligence or renter or renter's agents, employees, representatives or guests. Neither the Bent Tree West Swim and Tennis Center nor any of its affiliates, officers, directors, employees, agents or other affiliates (collectively, "Related Parties") shall be liable for any loss, liability, cost damage or expense (including attorneys' fees and costs) (collectively, "Losses"), including Losses in connection with good faith errors of judgment, mistakes of law, actions performed or actions omitted in connection with the property occurring in, on or about or arising out of the rented property.

PURPOSE OF RENTAL: _____

GUESTS:

A printed guest list should be provided to the lifeguard on duty at the gate before the party beginning. Limit to 100 guests total (includes adults, children, members, and non-members)

Total Guest Count # _____

AREA OF USE

_____ Pools _____ Party Tent _____ Tennis Courts _____ Volleyball Area

The Center reserves the right to have events in the clubhouse during an exterior private rental event.

Liable Renters Name: _____ Member _____ Non-Member

Organization: _____

Address: _____

Home Phone: _____ Cell: _____

Email: _____

DEPOSITS (check #1)

Rental Deposit Paid: \$ _____ Check # _____ Date: _____

Deposit will be shredded in 48 hours if not used for damages or for being non-compliant.

Deposit Used: Amount Used \$ _____ Amount Returned \$ _____

RENTAL FEES (check #2)

Date: _____ Est. Begin Time: _____ Est. End Time: _____ Total Time: _____ Rent

Paid: \$ _____ Check # _____

LIFEGUARD FEES (check #3)

_____ lifeguards @ \$20 per hour each x _____ hrs. = _____

Date: _____ Lifeguard fee paid: _____

Lifeguard 1 Name: _____ Lifeguard 2 Name: _____

Lifeguard 3 Name: _____ Lifeguard 4 Name: _____

AGREEMENT SIGNATURES

I have read and understand the terms of this contract. As renter/host, I agree to follow the rules and policies set forth in this contract by Bent Tree West Swim and Tennis Center. As the renter/host, I understand I am assuming all liability for my family, guest, and myself with regard to fault while at Bent Tree West Swim and Tennis Center.

_____ Print Renters Name _____ Date

_____ Renter's Signature _____ Date

_____ Approved BTWSTC _____ Date

By signing this document electronically, you agree to all the stipulation in the above contract

**** NOTE:** At no time is a renter permitted to dismiss or ask a BTWSTC hired service, such as lawn or pool to leave and return at another date or time. The renter will be responsible to pay for such daily service fee.