

Rental Contract

Ravenswood City Pool

Section I-The Parties

This special events rental contract is made between the City of Ravenswood, WV, a municipal corporation whose principal place of business is 767 Fitzhugh Street, Ravenswood, WV, hereinafter to as "City" and (name of person renting) _____, who resides at or may be located at _____ who may be phoned at _____, hereinafter referred to as the "Invited Party".

Section II-Description of Rental Premises

The Ravenswood City Pool located in Ravenswood, WV, is available for private rental to the general public at the following rates:

First Two Hours: \$200

Each Additional Hour: \$50/Hour

***Rental may not extend later than 9:00 pm**

***Rental may not exceed 150 attendees**

Section III-Terms

The Invited Party agrees to rent the Ravenswood City Pool for _____ (insert Event) from the City on _____ (insert date) for _____ (insert number of people) at hourly rate of _____ (insert rate) for _____ (insert hours), commencing at _____ (insert start time for event) and ending at _____ (insert end time of event). The total amount to rent the specified facility is _____ (insert total amount as calculated from above hourly rate chart). **Half of the total amount is due at time of reservation and is non-refundable unless weather cancellation rule (below) allows a refund. The other half is due in full prior to the Event.**

If there are children attending the Event, then the Invited Party agrees to provide one (1) adult chaperone for every ten (10) children present. It will be the chaperone(s)' responsibility to monitor the children while using the facility.

If the Invited Party intends to rent the City of Ravenswood's Pool, then the Invited Party agrees that the children attending the Event will be required to complete a swim test prior to entering the deep end of any of the pool. The swim test shall be a 25 yard non-stop front stroke test. If the child does not pass the swim test or cannot swim, then that child **MUST** be accompanied by an adult if he/she wants to enter into water where he/she cannot touch the bottom. All other rules of the pool and slide must be followed by all in attendance. The slide has special rule about height and weight of rider and limitations on type of clothing and jewelry.

The City prohibits glass items. Further, the Invited Party agrees to dispose of all the trash generated by their guests and the Event into the designated trash receptacles at the premises.

The City reserves the right to cancel the Event due to weather. In such an event, the city will refund monies already paid but not used. For example, if the city cancels the event after an hour, \$100 would be charged and balance already paid would be refunded.

The Invited Party is permitted to 15 minutes prior to the rental to setup and 15 minutes after to clean-up and exit the facility. If extra time is needed, contact the onsite manager for availability.

The Invited Party, and its guests, will be permitted to swim if it is raining unless visibility of the bottom of the pool is obscured. If that occurs, then the City will evacuate the pool. If the City's personnel hear thunder, then swimming will be immediately suspended for thirty (30) minutes. This time will be restarted at each instance of subsequent thunder. The Invited Party will not be allowed re-entry into the pool until thirty minutes after the last clap of thunder, provided that there is not any accompanying lightning. If lightning is seen, the Invited Party and its guests must retreat indoor at the premises. No one will be allowed to return to the pool until thirty (30) minutes have passed from the last lightning strike.

The Invited Party agrees that all of its guests, who intend to swim, will be clothed in proper swim attire during the Event. If any of the guests of the Invited Party have not been toilet trained, then those individuals MUST wear "swimming diapers". Regular diapers will not be permitted in the pool.

The Invited Party shall be fully responsible for itself and its guests' conduct at the Event by ensuring that they behave in a safe, lawful, and non-disruptive manner. Failure to do so will result in the termination of the Event and immediate ejection of the Invited Party and its guests. The payment for the Event will be forfeited to the City.

The Invited Party shall conduct its Event in the space specified at the beginning of this Section. If the Invited Party, or its guests, leave the rental space and try to move the Event to a different area within the premises, without making prior written arrangements, then the Event will be terminated and payment will be forfeited to the City.

The City prohibits alcohol, cigarettes, illegal drugs, weapons, firearms, or any other type of dangerous ordinance in its facility. If the Invited Party, or any of its guests, brings any of the aforementioned items into the premises, those items will be confiscated and turned over to the Ravenswood Police Department, if necessary. The Invited Party and guests will also be immediately ejected from the premises and forfeit their payment for the Event.

Section IV-Care of the Premises

The Invited Party, and its guests, shall not commit any act of waste and shall take good care of the premises and the fixtures and appurtenances on it, and shall, in the use and occupancy of the premises, conform to all laws, orders, and regulations of the federal, state, and municipal governments, or any of their departments. If any damage occurs to the premises due to the Invited Party's, or its guests, misuse, abuse, or neglect, then the Invited Party shall be responsible for the cost of any repairs.

Section V-Liability

The Invited Party, and its guests, their heirs, devisees, successors, legal representatives, and beneficiaries shall hold the City of Ravenswood, WV, its employees, officers, agents and officials not liable from any and all actions, claims, liabilities, assertions of liabilities, losses, costs and expenses whatsoever, including but not limited to attorneys' fees, which in any manner may arise or be alleged to have arisen or resulted or alleged to have resulted from the presence, activities, events and omissions of any nature whatsoever of the City of Ravenswood, WV, its employees, officers, agents and officials in connection with the use and occupancy of the premises for the Event including, without limitation, any claim or claims for bodily injury or death of any persons whatsoever and for any loss or damage whatsoever, for any loss of the means of support and for any loss or damage whatsoever to property.

Section VI-Compliance with City Rules and Regulations

The Invited Party shall observe and comply with the rules and regulations of the City, which are incorporated into this Contract, and with any further reasonable rules and regulations as the City may prescribe for the safety, care, and cleanliness of the Event and the comfort and enjoyment of the City's other patrons.

Section VII-Effect of Other Representatives

No representations, or promises shall be binding on the parties to this contract except those representations and promises contained in this agreement or in some future writing signed by the party making the representations or promises.

Section VIII-Compliance with West Virginia Law

This agreement shall be construed under and in accordance with the laws of the State of West Virginia, and all obligations of the parties created hereunder are performable in Ravenswood, Jackson County, West Virginia.

CITY OF RAVENSWOOD, WV: _____ DATE _____

INVITED PARTY: _____ DATE _____

Amounts paid: \$ _____ DATE _____

Amounts paid: \$ _____ DATE _____

Amounts paid: \$ _____ DATE _____