

Parent Name: _____

Party Date: _____

Child Name: _____

Party Time: _____

Address: _____

Phone Number: _____

AQUAKIDS[®], INC. RENTAL AGREEMENT CONTRACT

AquaKids[®], Inc. shall be available for use by the public on a reservation basis subject to the conditions outlined below. The purpose of these guidelines is to establish standard procedures for administering the policy and to insure fairness in the renting of the facility.

The applicant reserving the facility agrees to read and abide by the following:

1. You agree to indemnify and hold harmless AquaKids[®], Inc., its agents and employees from and against any claims for damages to persons or property arising out of any use of the facility and its premises by user. AquaKids[®], Inc. assumes no responsibility for any property placed in or about the facility.
2. You agree to assume all responsibility for any damages done to the premises as a result of their usage. User shall assume the costs for repair and/or replacement based on AquaKids[®], Inc.'s assessment of damages.
3. All reservations must be confirmed with a written contract, signed and approved by AquaKids[®], Inc. and the user fee of **\$175.00** per two – hour party must be paid.
4. You agree to leave the premises in as good or better condition than existed prior to their usage. All liquids should be disposed of into the sinks; all tables and chairs should be put away in their original location; all decorations must be removed.
5. The party is welcome to congregate in the lobby fifteen minutes prior to the reserved party time. The lifeguards will meet your group and escort you into the party room where you will be allowed to set up for your party. The format of the party is one hour and fifteen minutes in the pool, followed by forty-five minutes in the party room. In order to keep a timely fashion, please help us clean up the party room and leave at your scheduled time.
6. User shall be permitted to use only the pool room and the party room and not the swim school office, lobby, parking lot, or yard around the building for any party related activity.
7. All children under the age of 3 or children that are not potty-trained **must** wear a cloth, non-disposable swim diaper.
8. AquaKids[®], Inc. shall not permit alcoholic beverages or the use of tobacco products on its premises or in the area surrounding the facility. **Nacho cheese, crepe paper, confetti, and high-powered water guns are prohibited.** No tape or tacks may be used on the walls or ceiling.
9. You agree to pay an additional **\$5.00** per swimmer for each guest over the count of **20**.
10. Cancellations should be received as soon as possible to increase the possibility of filling your vacated party. If a 30-day, written notice is given, ninety-five percent of the rental fee will be refunded if you are able to return invitations unused. In the event of an emergency, you may reschedule your party upon availability. **A \$40.00 rescheduling fee will be charged.**
11. AquaKids[®], Inc. reserves the right to cancel the reservation due to conditions that would deem the facility or pool unsafe for use (e.g. inclement weather, etc.). If AquaKids[®], Inc. cancels the reservation, the rental fee will be credited to your account and your party will be re-scheduled for the next available time.
12. Persons requesting a reservation must fill out an AQUAKIDS[®], INC. RENTAL AGREEMENT CONTRACT. The completed application must be returned to AquaKids[®], Inc. before your scheduled party.
13. Due to the fact that we only have 2 lifeguards, the small pool is off limits. It is a safety concern to allow swimmers in the small pool, unsupervised.
14. Items provided to you by AquaKids[®], Inc.
 - o Twenty invitations (each extra invitation is \$.50)
 - o Two lifeguards
 - o Three 6-foot long tables with chairs, set up in the party room

YOU MAY CHOOSE TO TIP A LIFEGUARD WHO HAS PROVIDED EXCEPTIONAL SERVICES.

I have read the above rules and regulations and agree to them while renting the pool and the party room at AquaKids, Inc.

Date

Applicant's Signature

Date

AquaKids[®], Inc.