



# Union Parks & Recreation Department

500 E. Locust St. ♦ Union, MO 63084

636.583.8471 ♦ www.unionmissouri.org/uprd

## Splash -n- Swimplex Pool Rental Agreement Form

(located at 375 West Park Avenue)

Rental Date\*: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Contact: \_\_\_\_\_ Organization/Group: \_\_\_\_\_

Phone: (C) \_\_\_\_\_ (H) \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

# of Children: \_\_\_\_\_ Ages of Children: \_\_\_\_\_ # of Adults: \_\_\_\_\_ Total: \_\_\_\_\_

Type of Rental:

Weekend Evening 7:00-9:00pm (F, Sa, Su)  Weeknight 7:30-9:30pm (M, Tu, W, Th)

Weekend Morning 9:30-11:30am (F, Sa, Su) (extra hour not available for morning rentals)

Size/Rate of Rental: (If renter exceeds capacity per agreement form, renter will be charged for the appropriate amount of guests and payment will be due before end time of rental.)

25-40 guests (\$220)  41-80 guests (\$275)  81 – 400 guests (\$400)

Optional Add-ons: (Must be booked and paid for in advance; cannot request week/day of rental.)

Extra hour (\$100):  Yes Staffed Concession Stand (\$25):  Yes BBQ Grill (\$15):  Yes

**TOTAL AMOUNT DUE:** \$ \_\_\_\_\_

I have received and read a copy of the "Pool Rental Policies" and will abide by all the written rules. I do understand that if rules are broken and I or anyone in my organization/group has been warned and continue to break the rules, we will be asked to leave. I understand that I will not receive a refund if my organization/group is asked to leave. I am also responsible for any damages to the facility.

\_\_\_\_\_  
Renter's Signature

\_\_\_\_\_  
Date

**\*Rental Date must be approved by Program Coordinator and will contact the renter to inform them if the date chosen is available or not.**

For UPRD Use Only:

Pool Manager \_\_\_\_\_ Date \_\_\_\_\_ Program Coordinator Approval \_\_\_\_\_ Date \_\_\_\_\_  
(Employee Signature) (Employee Signature)

Deposit Received \$ _____ Date _____
Balance Due \$ _____ Date _____
Deposit Received By _____ (Employee Signature)

Rental Fee/Balance Received \$ _____ Date _____
Fee/Balance Received By _____ (Employee Signature)



# Union Parks & Recreation Department

500 E. Locust St. ♦ Union, MO 63084

636.583.8471 ♦ [www.unionmissouri.org/uprd](http://www.unionmissouri.org/uprd)

## **Hold Harmless For Use of City Facilities**

To the fullest extent permitted by law, renter agrees to indemnify, defend and hold harmless the City of Union, its officers, agents, volunteers, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees, court costs, or alternative dispute resolution costs arising out of, or related to renters use of City's facilities, buildings, equipment or infrastructure under this agreement involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of renter, its officers, agents and volunteers, or anyone directly or indirectly employed or hired by the renter or anyone for whose acts the renter may be liable, regardless of whether caused in part by the negligence or wrongdoing of the City and any of its agents or employees.

WE/ I also agree not to allow entrance to the premises or use of the premises by anyone who has not previously been authorized for entrance for use of the premises or who has not previously agreed to the above Hold Harmless Agreement.

WE/ I also agree to pay for any damages to the premises and/or equipment caused by our use or negligence, excluding normal wear and tear of the premises or equipment.

WE/ I also agree to notify the City of Union or the Union Police Department of any damages or hazardous conditions immediately, and to discontinue use of the premises, until the condition can be corrected.

The renter shall purchase and maintain the following insurance: Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence bases.

All policies of insurance must be on a primary basis, non-contributory with any other insurance and /or self-insurance carried by the City.

Prior to activities commencing the renter shall furnish the City with certificates of insurance evidencing the required coverage, conditions, and limits required by this agreement, have the City named as an additional insured and provide the appropriate additional insured endorsements.

No provision of this agreement shall constitute a waiver of the City's right to assert a defense based on the doctrines of sovereign immunity, official immunity or any other immunity available under law.

\*All parties listed above MUST sign.

---

Signature Printed Name Date

---

Signature Printed Name Date

---

Signature Printed Name Date



# Union Parks & Recreation Department

500 E. Locust St. ♦ Union, MO 63084

636.583.8471 ♦ [www.unionmissouri.org/uprd](http://www.unionmissouri.org/uprd)

## Pool Rental Policies

### Payment Policy

- Fee is based on total number of guests entering the facility; not just swimmers.
- A \$100 non-refundable deposit is due at time of booking and will go towards the total fee.
- Rental fee is due 30 days prior to the rental. If booking under 30 days prior to rental, full rental fee is due at time of booking.
- Renter will be held responsible for all clean up and damage occurring during the scheduled event to the rented area.

### Refund Policy

- Rental fee will be refunded, if notice of cancellation is provided in writing to the Parks Director a minimum of 30 days prior to the scheduled rental. A \$10 administrative fee will be charged.
- No refunds will be issued when notice is not given within a minimum of 30 days prior to the scheduled rental.
- No refunds will be issued once rental has been in progress for one (1) hour or more due to inclement weather, etc. If the rental is cancelled due to inclement weather the day of the rental, prior to the start time, the renter can reschedule depending on availability. If no reschedule date is available, a refund will be provided.

### Rental Policy

- **If renter exceeds capacity per agreement form, renter will be charged for the appropriate amount of guests and payment will be due before end time of rental.**
- Rentals must be booked and approved at least two weeks in advance.
- Rentals must take place before or after regular pool hours and during pre-established set times.
- Fee includes certified lifeguards, swimming and use of sound system.
- A ratio of 1 swimming adult to 5 children under the age of 5 must be met at all times. Otherwise, a ratio of 1 swimming adult to 8 children (ages 6+) must be met at all times.
- All regular pool rules apply during rentals.
- At no time will furniture or fixtures be moved, removed or rearranged without prior approval.
- Renter will be responsible for any and all damages to the building and/or contents resulting from usage.
- Rental of part of the facility does not give the renter or guests privileges to any other part of the facility.
- No person shall mark on or deface the facility.
- No alcohol or tobacco products allowed (e-cigarettes included).
  - Alcohol is not to be served or brought into the facility at any time.
- No glass allowed.
- Renter is allowed to bring outside food and drinks, but must be kept within the concession area at all times.
- Staffed concession stand can be included in rental for \$25 fee; cost to purchase items will still apply.
- END TIME of the rental means that the renter has completely vacated the facility, which includes clean up. At that time the supervisor on duty will then complete the appropriate facility check out procedure.
- Renter and guests are to remain inside the facility, once rental has begun.

**Renter: Complete and return pages 1 & 2; keep page 3.**