

City of Live Oak Facility Rental Agreement
MUNICIPAL SWIMMING POOL-PRIVATE PARTY

Date of Rental: _____
Name: _____
Complete Address: _____
Phone Number: _____

PROOF OF RESIDENCY:

Drivers License Current Utility Bill Other: _____

All private pool party rentals require a **\$50.00 deposit**. This security/cleaning deposit will be refunded if premises are in acceptable condition upon City inspection.

**Please circle a selection below

2 Hour Rental 7:00-9:00p.m.

RESIDENT --\$175.00 _____ **NON-RESIDENT--\$225.00** _____

3 Hour Rental 7:00-10:00p.m.

RESIDENT--\$225.00 _____ **NON-RESIDENT--\$275.00** _____

****THE MAXIMUM NUMBER OF GUESTS IN ATTENDANCE CANNOT EXCEED 75 PEOPLE. THIS IS A TOTAL GUEST COUNT, AND THE MAXIMUM NUMBER OF INDIVIDUALS THAT WILL BE ALLOWED IN THE FACILITY FOR A PRIVATE PARTY.**

Private Pool Rentals: PLEASE INITIAL EACH STATEMENT

____ Pool rental is available from 7:00 P.M. to 10:00 P.M. The facility **IS NOT** available for access or setup prior to the designated rental period.

____ Maximum occupancy is limited to 75 people regardless if swimming or not. If rental is combined with clubhouse rental, total maximum occupancy is reduced to 72 people. Occupancy (regardless if swimming or not) shall not exceed the number indicated above upon securing rental, since the number of lifeguards is based upon the volume of people.

____ Once your party has begun there will be no refunds, regardless of inclement weather. ***Please see cancellation policy below for full details.***

____ **ALCOHOL IS PROHIBITED ON THE PREMISES FOR RENTALS INVOLVING THE USE OF THE SWIMMING POOL. FAILURE TO COMPLY WITH THIS MAY RESULT IN TERMINATION OF THE EVENT, AND LAW ENFORCEMENT BEING NOTIFIED.**

Lessee expressly covenants & agrees as follows: PLEASE INITIAL EACH STATEMENT

- ___ LESSEE will be financially liable for all damages to the premises that occur during the period of the lease.
- ___ The LESSEE without the prior written approval of the City of Live Oak shall undertake no alteration of any nature on the leased premises.
- ___ The City of Live Oak reserves the right to regulate the erection or posting of signs on the premises.
- ___ LESSEE shall not assign, sublet, mortgage, or pledge this lease, nor let the whole or any part of the premises described above.
- ___ LESSEE agrees to restore the premises to a degree of order and cleanliness acceptable to the City of Live Oak.
- ___ LESSEE agrees that his/her occupancy shall be conducted in such a manner as to not create any nuisance nor interfere with, annoy or disturb neighbors.
- ___ LESSEE will be present at all times during the period of this lease and will have a copy of the FACILITY RENTAL AGREEMENT at all times during the period of lease. In addition, will acknowledge City of Live Oak authority to remove from the premises those in attendance if herein named LESSEE is not present.
- ___ LESSEE agrees and understands that the City Manager is the final authority on matters pertaining to the lease and that his/her decision is final and binding.
- ___ ***City Park & Pool Area:** LESSEE agrees that it shall be unlawful for any person to carry onto or to possess within the CITY OF LIVE OAK PARK any glass containers. Any person violating this section provision shall, upon conviction, be punished by fine of not less than one dollar (\$1.00) or not more than two hundred dollars (\$200)
- ___ *****LESSEE** agrees that the premises are suitable for his use and that any injury sustained by **LESSEE** or his guests occupying the premises shall not be reason or ground for any claim of action against the **CITY OF LIVE OAK**.
- **FOR ANY VIOLATION THE POLICE WILL BE CALLED FOR ASSISTANCE AND/OR INVESTIGATION.**

RESERVATION & CANCELLATION POLICY

RESERVATIONS WILL NOT BE VALID UNTIL PAYMENT OF FEES AND DEPOSITS HAVE BEEN RECEIVED AND POSTED BY THE CITY OF LIVE OAK. RESERVATIONS ARE ON A FIRST COME, FIRST SERVE BASIS. **ON THE DAY OF THE EVENT, PLEASE HAVE YOUR CONTRACT AND RECEIPT WITH YOU.**

___ **LESSEE MAY CANCEL OR RE-BOOK THIS LEASE AT ANY TIME, PRIOR TO 3 DAYS BEFORE DATE OF RENTAL, AND WILL BE SUBJECT TO A FORFEITURE OF 1/2 THE RENTAL CHARGE.** CANCELLATIONS OR RE-BOOKINGS OCCURING LESS THAN 3 DAYS BEFORE THE RENTAL DATE **WILL FORFEIT THE ENTIRE RENTAL CHARGE.** THE SECURITY DEPOSIT WILL NOT BE AFFECTED DUE TO CANCELLATION OR RE-BOOKING.

***IN THE CASE OF INCLEMENT WEATHER, THE AQUATICS SUPERVISOR WILL MAKE THE FINAL DECISION. IF WEATHER IS DEEMED UNSAFE, THE LESSEE WILL BE REFUNDED THE ENTIRE RENTAL CHARGE.**

BY SIGNING THIS CONTRACT, I AGREE TO THE TERMS AND CONDITIONS OF THIS DOCUMENT.

LESSEE SIGNATURE: _____ DATE: _____

CITY REPRESENTATIVE SIGNATURE: _____ DATE: _____

PRIVATE POOL PARTY FAQ's and HELFUL INFORMATION

- 1. May we bring in food, drink, cake etc.?** YES, you may bring in any outside food or beverage as long as there is no alcohol or glass containers.
- 2. Are there electrical outlets, BBQ pits and tables to use?** YES, there are several electrical outlets for use. Additionally, there is the standard pool furniture available for your party; please bring in additional chairs if you feel they are necessary. BBQ pits are located outside the pool fence and are on a first come, first serve basis.
- 3. Can we decorate for the party?** YES, please feel free to bring in tablecloths, streamers and table decorations. We ask that NO balloons be used inside the pool area. Pinatas may be used in the small park area that is right outside the pool fence.
- 4. Are pool floats and games allowed?** YES, pool toys are allowed at THE DISCRETION OF THE LIFEGUARDS. Games and large floats that interfere with the vision / sightline of a guard will not be allowed.
- 5. May we enter early to setup for our party?** No, setup may not take place until the rental period begins, which is 7:00 p.m.
- 6. Can we hire a DJ for our party?** Yes, a DJ is allowed as long as the volume is kept at a reasonable level. The Aquatics Supervisor will make a determination if the noise is an issue.
- 7. What is not allowed at the pool?** For the safety and enjoyment of all in attendance, we do not allow alcohol, smoking, chewing gum, glass containers, cut-off or denim shorts for swimming, portable BBQ grills or tiki torches. If you have a question about something not mentioned, please contact the Aquatics Supervisor at 653-9140 ext. 2235.

*The lifeguards will call a relief break every hour at 10 minutes till the hour. This is a standard policy, and there are no exceptions for private parties. We suggest using the 10-minute break period for portions of the party such as eating, opening presents or playing a game.

*An adult will accompany a child in the baby pool AT ALL TIMES. Additionally, a child or non-swimmer in the large pool will also have to be accompanied by a parent or guardian age 16 years old or older. While we allow non-swimmers to wear floaties and life jackets while in the pool, there should still be supervision from a responsible party.

*It is the responsibility of the party host to discard of all trash and clean up after the party. The lifeguards will rearrange the furniture and clean the restrooms, but the general cleanup is your responsibility. The deposit of \$50.00 will be returned if the facility is left in an acceptable condition.

**When you arrive for your party, the head lifeguard will make contact with you. During your event, please remember that the LIFEGUARDS ARE IN CHARGE AT ALL TIMES. All daily pool rules must be followed during private pool parties as well. Do not hesitate to contact any member of the pool staff for questions or concerns that arise during your event.

For all reservation / cancellation inquiries please call City Hall at 653-9140 ext. 2200. Please contact Courtney Weese at 653-9140 ext. 2235 if you have additional questions prior to hosting your pool party.

