

## Pleasant Run Swim Club

11995 Elkwood Drive

513-330-8759

(Contact: Kevin or Wendy Puccini)

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Email: \_\_\_\_\_

This RENTAL AGREEMENT, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Between PRF Swim Club and \_\_\_\_\_ (Renter) agree to the following:

**Rental Event and Location:** PRF Civic Association and PRF Swim Club hereby agrees to allow Renter to utilize the following for the time and purpose set forth below:

\_\_ Shelter Rental at the Swim Club for 2 hours during regular pool hours (Maximum of 15 guests) - \$65

\_\_ Shelter Rental at the Swim Club for 4 hours during regular pool hours (maximum of 20 guests) - \$110

\_\_ Entire Swim Club after regular hours until 12:00 AM (Swim Club Member) - \$150

\_\_ Entire Swim Club after regular hours until 12:00 AM – Non- Members - \$200

**Rental Date** \_\_\_\_\_ (Month) \_\_\_\_\_ (Day), 20\_\_\_\_

**Rental Time** \_\_\_\_\_ AM/PM to \_\_\_\_\_ AM/ PM

(Maximum Rental of 4 hours which includes set up and clean up time. Anything over 4 hours will be charged and additional fee of \$50 per hour or any fraction thereof.

**Purpose of Rental:**

\_\_\_\_\_  
\_\_\_\_\_

**Shelter Deposit:** Renter agrees to pay PRF Swim Club a deposit for the shelter in the amount of \$40. A separate clean up and damage fee in the amount of \$50 is also required – payable with the balance of the rental fee. The balance of the rental fee is due no later than one week prior to rental date set forth

in this agreement. If, after the event there are no clean-up or damage fees, the deposit will be returned in full.

**Swim Club Deposit:** Renter agrees to pay PRF Swim Club a deposit for the shelter in the amount of \$50. A separate clean up and damage fee in the amount of \$100 is also required – payable with the balance of the rental fee. The balance of the rental fee is due no later than one week prior to rental date set forth in this agreement. If, after the event there are no clean-up or damage fees, the deposit will be returned in full.

Renter is responsible to restore the Shelter or Swim Club back to the condition in which it was rented to them. This includes, but is not limited to, removing all decorations; removing all equipment; sweeping floors; emptying trash, etc. If not in compliance, the deposit will not be refunded. Renter shall also be responsible for any additional charges for damages (if applicable).

**Lifeguard Fees:** There is a Lifeguard Fee based upon the number of guards required to manage the event- with a minimum of 2 (two) lifeguards. The number of guards is based on the number of guests attending the event.

**Number of Guests: (for Swim Club Rental only)**

- \_\_\_\_\_ 1-40 Guests, 2 Guards - \$120
- \_\_\_\_\_ 41-80 Guests, 3 Guards -\$180
- \_\_\_\_\_ 81-120 Guests, 4 Guards -\$240
- \_\_\_\_\_ 121-150 Guests, 5 Guards -\$300
- \_\_\_\_\_ 150+ Guests. 6 Guards -\$360

**Cancellation by PRF Swim Club:** The PRF Swim Club may cancel this agreement at any time prior to Rental Date. In the event this cancelled, Renters sole remedy in law or equity shall be limited to the refund of the deposit or rental fees (if it had been paid in full) and this Agreement shall be void and of no effect, and Renter shall have no further claims against the PRF Swim club.

**Limitation of Liability:** PRF Swim Club, PRF Civic Association, their board member and officers, members agents and employees shall not be liable for any person(s) using or renting the Shelter or Swim Club or for the activities of the Renter and/or Renter’s guests and invitees, including (but not limited to) the consumption of alcohol on or off the premises.

Miscellaneous Provisions: Renter agrees to the following additional terms and conditions:

PRF Swim Club, PRF Civic association, its officers, board members, agents and employees, assumes no liability for the injury to patrons, guests, invitees, or others in the rental property proceeding, throughout, and following the rental period set forth in this Agreement. Renter shall indemnify, defend and hold harmless PRF Swim Club, PRF Civic Association, directors, board members, officers, members, agents and employees from any and all liability, claim, property damage, personal injury and/or others on the property, arising out of, or during the rental.

Renter shall be responsible for and shall reimburse PRF Swim Club within ten (10) days for, all lost, stolen damaged or missing property.

Renter Shall not conduct, encourage, allow, or tolerate any unlawful activities or breach of the public peace (including, but not limited tom public intoxication, underage drinking, illicit drugs and disorderly conduct).

Renter Shall be responsible for identifying the need for and obtaining all necessary licenses and/or permits as may be required by any Federal, State, County or Municipal government, including but not limited to alcoholic beverage licenses, lottery/gaming/raffle permits and noise permits. For the convenience of Renter, the number for Springfield Township is 513-522-1154.

Renter shall be responsible, if an outside organization or caterer provides food t the public at PRF Swim Club to obtain a temporary food permit (if necessary).

Renter shall not advertise the activity for the rented space which gives the impression PRF Swim Club and/or PRF Civic Association is sponsoring the Rental Event. All advertising shall clearly state that the PRF Swim Club and PRF Civic Association is not sponsoring the Rental event. Any advertising that does not comply with this condition shall be grounds for cancellation of the Rental Agreement by PRF Swim Club and NO REFUND SOF THE DEPOASIT OR RENTAL FEE SHALL BE GIVEN.

PRF Swim Club, PRF Civic Association Board, their Directors, officers, members. Agents and employees have the right to enter the rented premises at any time or times during the rental event.

If this Agreement is breached by the renter, it’s patrons, guests, invitees, and others, the PRF Swim Club may terminate the Rental Agreement and demand the rented premises be vacated immediately, without refunding either the deposit or the Rental fee to the Renter.

**Clean up and/or Damages**

Renter Shall pay PRF SWIM Club Fifty and 00/100 Dollars (\$50) for Shelter Rental or One Hundred and 00/100t Dollars (\$100) by separate check, to be held with contract until after the rental event for possible clean-up and/or damage fees. All decorations and décor shall be removed by renter at the end of the rental event. NO tacks, nails, staples shall be used on the walls, ceilings, floors or furniture. If items are not removed at the end of the rental event; Shelter or Swim Club not restored to its original state before the rental event; or any damage is done to PRF Swim Club property on or about the rented premises, the deposit fee will not be refunded. Renter shall pay PRF Swim Club the amount of the actual damages claimed by PRF Swim Club from the check that was previously held for clean-up and damage fees. If there are damages greater than the deposit, renter shall pay PRF Swim Club the amount of the actual damages claimed. Renter is to play PRF Swim club within ten (10) days of notification for total amount of damages. Assessment of the replacement cost damages (as opposed to repair cost) shall be at the sole and absolute discretion of the PRF Swim Club. If Renter has not incurred any clean-up or damage fees, then the Deposit will be refunded.

**Return Check policy**

Renter shall pay PRF Swim Club Seventy-Five and 00/100 Dollars (\$75) for each such bank returned check and, in addition, will reimburse PRF Swim Club any bank charges they may incur as a result of each such check.

Should PRF Swim Club employ an attorney because of any breach of this agreement by Renter, Renter shall pay to PRF Swim Club reasonable attorney fees and expenses as are incurred by PRF Swim Club or PRF Civic Association. Renter shall be liable for such attorney fees whether PRF Swim Club or PRF Civic Association institutes legal proceedings. However, where legal proceedings are instituted by PRF Swim Club or PRF civic Association against Renter, and said proceedings result in a monetary judgment in favor of PRF Swim Club or PRF Civic Association, those reasonable attorneys fees for which Renter shall be liable to PRF Swim Club or PRF Civic Association shall not be less than 15% of Said judgement.

Witness/Attest (Contract Representative)

\_\_\_\_\_

Date Signed: \_\_\_\_\_

Renter

\_\_\_\_\_

Date Signed: \_\_\_\_\_

Printed Name

\_\_\_\_\_

Address of Renter

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone number (Day/Evening)

\_\_\_\_\_

PRF Swim Club/ Civic Association

Name \_\_\_\_\_

Title: \_\_\_\_\_

PRF Pool /Shelter Rental Fee    \$ \_\_\_\_\_

Lifeguard Fee                            \$ \_\_\_\_\_

Deposit                                        \$ \_\_\_\_\_

Due by Rental date/Time            \$ \_\_\_\_\_

\*Note a separate Rental Clean-up/Damage check is required upon rental