



PROSPECT HEIGHTS PARK DISTRICT

Pool Rental Agreement

Terms and Conditions

The parties agree as follows:

1. Renter shall have the use of the facility for the date(s) stated herein, and subject to the facility rental fee as provided herein.
2. Renter shall fully comply with all Prospect Heights Park District rules, regulations, and ordinances in connection with the use of the facility.
3. Renter shall fully comply with the attached Pool Rules & Regulations.
4. The Prospect Heights Park District reserves the right to amend the rental rules, as needed, to serve the best interests of the Park District.
5. Renter is solely responsible for the actions of any member of Renter's group and shall provide adequate adult supervision (age 16 or older) of Renter's group at all times.
6. Renter shall minimally provide one adult supervisor for every four (1:4 ratio) children under the age of thirteen (13).
7. The Prospect Heights Park District shall provide lifeguard staff during Renter's use of the facility. Renter fully understands and agrees that lifeguards are not responsible for supervising Renter's group. Lifeguards are responsible for enforcing rules and regulations and responding to emergencies.
8. Renter is solely responsible for the safety and security of any property brought to the facility. The Prospect Heights Park District is not responsible for lost, stolen or damaged personal items.
9. Renter shall ensure that there is at least one adult supervisor fluent in English and on site at all times during Renter's use of the facility.
10. The Prospect Heights Park District retains the right to conduct an audit of the group's numbers during the Renter's use of the facility. If there are more participants in the group than has been contracted, the group contact on site must sign off on a record sheet describing the discrepancy. The Renter shall be responsible for all additional charges and fees associated with the discrepancy and shall be billed for the additional amount.



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11. The Prospect Heights Park District retains the right to cancel this agreement at any time and for any reason, including, but not limited to inclement weather, misconduct of the Renter (or any member of Renter's group) or for misuse of property, for purposes deemed necessary for public safety or preservation of property, if termination serves the interests of Park District residents, or because the Renter has breached any of its obligations under this Agreement.
12. Renter agrees to protect, indemnify, save, defend, and hold harmless the Prospect Heights Park District, including its officers, officials, employees, agents and volunteers (collectively "Park District") from and against any and all liabilities, obligations, claims, damages, causes of action, costs and expenses, (including reasonable attorney fees) which the Park District may become obligated by reason of any accident or injury (including death by drowning) arising indirectly or directly in connection with or under this use agreement, whether such loss, damage, injury or liability is contributed to by the negligence of the Prospect Heights Park District or by the premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever.
13. If required, renter shall maintain general liability insurance for bodily injury, personal injury, and property damage during the term of this agreement, specifically including contractual liability coverage. The insurance shall name the Prospect Heights Park District as additional insured and shall contain no special limitation on the scope of protection afforded the Prospect Heights Park District. The insurance shall have limits of not less than \$1,000,000 per occurrence for injury or death. Renter's insurance shall be primary insurance as respects the Prospect Heights Park District. Any insurance or self-insurance maintained by the Prospect Heights Park District shall be in excess of Renter's insurance and shall not contribute with it. Renter's insurer shall agree to waive all rights of subrogation against the Prospect Heights Park District.
14. If required, renter shall provide a certificate of insurance verifying compliance with the above insurance accompanied by a properly executed additional insured endorsement using CG2011 or equivalent and specifying the rental date(s) no later than fourteen (14) days prior to the rental date(s).
15. If the pool rental must be cancelled by either the park district or the renter, the following schedule will be used for issuing a refund/credit back to the renter based on the date of the rental:



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- a. 48 hours in advance: 100% refund/credit
- b. 30 minutes into rental: 75% refund/credit
- c. 60 minutes into rental: 50% refund/credit
- d. After 60 minutes into rental: No refund/credit

16. This rental agreement may be revoked at any time at the discretion of the Prospect Heights Park District due to misrepresentation of Renter, the misconduct of individuals in the group or for misuse of property. Future rentals may not be issued to Renter.

17. This agreement must be signed by an authorized agent or representative of Renter, age 21 or older.

Pool Rules

- No food, drink, vaping, or tobacco is allowed in the pool area
- Keep all food and drinks in concession area
- No running or horseplay on the pool deck
- Street clothes are not permitted, a swim suit is required for all swimmers
- Glass is not allowed in the pool area
- No diving
- All children who are not toilet trained are required to wear a swim diaper AND bathing suit
- Swimmers must be 42" or taller to go down the water slide
- All children under the age of 13 must be supervised by an adult who is 16 years or older
- All children using a lifejacket must be supervised by an adult in the pool within arm's reach at all times
- Individuals wearing lifejackets are not permitted on the slide
- Only U.S. Coast Guard approved lifejackets and flotation devices are allowed in the pool

Pool Closure Info

- Under 70 degrees according to the National Weather Service
- Thunder and lightning, severe weather
- Mechanical failures/chemical imbalance
- Special events or swim meets
- We reserve the right to close the pool if 20 participants or less are using the pool



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Name of Business _____

Signed Name _____ Date _____

Printed Name _____ Title _____