

**BERWYN**  
*park district*  
where park meets city  
**POOL RENTAL AGREEMENT**

The parties agree as follows:

**Terms and Conditions**

1. Renter shall have the use of the facility for the date(s) and time(s) stated herein, and subject to the facility rental fee as provided herein.
2. Renter shall fully comply with all Berwyn 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 Berwyn Park District reserves the right to amend the rental rules, as needed, to serve the best interests of the Park District.
5. All balances due to the District, including the security deposit, are due (15) working days before the said usage.
6. Alcoholic beverages are NOT permitted on either Park District or City property. Food of any kind is not permitted on pool deck.
7. 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.
8. Renter shall minimally provide one adult supervisor for every ten children ages six and older (1:10 ratio) and one adult supervisor for every five children under the age of six (1:5 ratio).
9. The Berwyn 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.
10. Renter is solely responsible for the safety and security of any property brought to the facility. The Berwyn Park District is not responsible for lost, stolen or damaged personal items.
11. 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.
12. The Berwyn 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.
13. Renter agrees to protect, indemnify, save, defend, and hold harmless the Berwyn 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 Berwyn Park District or by the premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever.

14. In the event of cancellation by Renter, the deposit required herein shall be forfeited.
15. This rental agreement may be revoked at any time at the discretion of the Berwyn 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.
16. All usage groups will be responsible for rented area at the end of the usage period.
  - a. Facility rented or used shall be left in the same condition as they were prior to the group or individual renting or using the facility.
  - b. Groups or individuals renting or using room(s) shall be responsible for cleaning any area within the room(s) and/or utility that were used by members of the group.
  - c. All garbage shall be placed in garbage receptacles or garbage bags provided by the District.
17. All usage groups will post a \$100.00 security deposit to cover costs of any damage resulting from said usage. The District reserves the right to seek legal remedies in the event that damages are greater than the deposit. All security deposits to be returned shall be in accordance to the District refund policy.
18. Any group or individual serving food must comply with established Berwyn Health Department regulations and procedures.
19. In accordance with Federal and State statutes, all Berwyn Park District facilities are designated smoke-free environments.
20. Rental times reflect use of the pool. No additional set-up or take down will be provided. Failure to follow this rule will result in charges for time used taken out of the \$100.00 security deposit.
21. This agreement must be signed by an authorized agent or representative of Renter, age 21 or older.

#### Facility Usage Waiver and Agreement

We/I \_\_\_\_\_ (Name of Organization or group requesting usage): Agree to release and hold harmless and defend the Berwyn Park District, its officers and agents, in connection with any and all actions or claims for any loss, damage, personal injury or death occurring as a consequence of the performance of this agreement. It is further understood and agreed that the Berwyn Park District assumes no obligations or responsibility in connection with said use of facility. We further agree to assume all costs of damage to facility and its contents during the usage period authorized. We/I further agree to adhere to the policy and usage terms of the Berwyn Park District and contained in the agreement.

**CANCELLATION CLAUSE:** Applicant applications must be received in writing at least (15) days prior to the usage time. Failure to comply with this requirement will result in a loss of 25% of the deposit. The Berwyn Park District reserves the right to cancel or change the permit within 48 hours when deemed necessary by the district.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Berwyn Park District