

Childs Name _____ Party Date: _____ Party Time: _____

Address: _____ Home Phone # _____ Work Phone # _____

MALEY SWIM SCHOOL RENTAL AGREEMENT CONTRACT 898-SWIM (7946)

Maley Swim School, Inc. shall be available for use by the public on a reservation basis subject to the conditions outlined below. The purpose of these guidelines is to establish standard procedures for administering the policy and to insure fairness in the letting of the facility. The applicant granted the reservation agrees to read and abide by the following:

1. User agrees to leave the premises in as good or better condition than existed prior to their usage. All decorations must be removed. No tape or tacks may be used on the walls or ceiling. Nacho cheese, crepe paper, piñatas, and confetti are also banned; The use of high-powered water guns is prohibited while on the premises.
2. **The party is one hour and fifteen minutes in the pool room, followed by forty-five minutes in the party room. In consideration of all other scheduled birthday parties, please arrive no earlier than 15 minutes to set-up your party and be sure to end your party on time. Please ask your guests to arrive 5 minutes early for pick up. Clean up time is approximately 10 minutes after the reserved party time and the user shall vacate the party room at the end of this time. This will allow all parties to begin and end on time.**
3. User shall be permitted to use only the pool room and party room
4. Maley Swim School, Inc., shall not permit alcoholic beverages or the use of tobacco products on its premises or in the area surrounding the facility.
5. **Cancellations should be received as soon as possible to increase the possibility of filling vacated party reservations. Fifty percent of the rental fee will be retained if no one is able to fill the vacated reservation. Ninety percent of the rental fee will be refunded if the vacated reservation is filled. We are sorry, but NO exceptions will be made, even in extenuating circumstances, including sudden illness, injury, etc.**
6. Maley Swim School, Inc., reserves the right to cancel this reservation due to unforeseen circumstances with a full refund.
7. **Lifejackets will be provided and required for all non-swimmers and those children who don't pass the swim test. Once the lifeguards have determined that your child requires a lifejacket on them, they must keep it on until the pool portion of the party is over. NO EXCEPTIONS!!**
8. **Both reusable and disposable swim diapers are required** for all children not completely potty trained. Fecal contamination will close the pool and will spoil the parties for the rest of the day. If you don't have one, they are available at the front desk (\$5.00 for reusable and \$1.00 for disposable).
9. Persons requesting a reservation must fill out a Rental Agreement Contract. The completed application must be returned to Maley Swim School, Inc. with rental payment, during office hours, at the time that the party is scheduled. We accept Credit Card payments over the phone at the time a party is scheduled.
10. Items provided to User by Maley Swim School, Inc.:
 - 20 invitations; 50 cents for each additional invitation
 - Two (2) lifeguards
 - Four 6-foot tables set up in one of our two party rooms with chairs for the twenty children. You may bring your own themed tablecloth and accessories.

User is responsible for providing their cake, food, drinks, tableware, ice, cooler, etc.

Tips are certainly welcomed and appreciated for lifeguards who have provided exceptional services!

ALL OF THE ABOVE RULES AND REGULATIONS ARE SUBJECT TO CHANGE AT ANY TIME.

User agrees to indemnify and holds harmless Maley Swim School, Inc., its agents and employees from and against any claims for damages to persons or property arising out of any uses of the facility and its premises by User. Maley Swim School, Inc. assumes no responsibility for any property placed in or about the facility. User agrees to assume all responsibility for any damages done to the premises as a result of their usage. User shall assume the cost for repair and/or replacement based on Maley's assessment of damages. No oral agreements for uses of Maley Swim School, Inc. shall be valid.

All reservations must be confirmed with a written contract, signed and approved by Maley Swim School, Inc. and the user fee of \$265/\$280 per two-hour party must be paid. User agrees to pay an additional \$5.00 per swimmer for each swimming guest over the count of 20, up to the maximum of 25 swimmers.

I have read the above rules and regulations and agree to abide by them while renting the pool, pool room, and party room at Maley Swim School, Inc.

Date: _____ Applicant's Signature: _____ Printed Name _____

Employee's Signature _____

THANK YOU FOR CELEBRATING YOUR BIRTHDAY AT MALEY SWIM SCHOOL! rev 5/13