

Briarbrook Swimming Pool Rental Agreement 2019

1. The Briarbrook Swimming Pool facilities may be rented for private use between the normal closing hours of 7:00 p.m. and 10:00 p.m. during the pool season.
2. The rental fee for Briarbrook Community Improvement District Ward 3 residents, Annual Pool Members, and Briarbrook Golf Course Members is \$50 per hour. The rental fee for non-residents and non-members is \$100 per hour. In addition, all rentals require: 1) a minimum of two (2) hours of rental, 2) \$15 per hour for each lifeguard, and 3) a separate \$100.00 security deposit. Separate checks to cover the rental fee and the security deposit shall be prepaid and made payable to the Briarbrook CID.
3. All persons using the pool facilities do so at their own risk and in compliance with all pertinent rules and regulations.
4. THE BRIARBROOK COMMUNITY IMPROVEMENT DISTRICT WILL NOT BE RESPONSIBLE FOR LOSS OR DAMAGE TO PERSONAL PROPERTY OF ANY KIND OR FOR ANY BODILY INJURY RESULTING FROM THE USE OF THESE FACILITIES.
5. ALL food and alcoholic beverages must be purchased through the on-site restaurant. **Contact the restaurant at 417-649-6777 for pricing and food and beverage restrictions.**
6. Noise levels, measured in the surrounding residential area, must not violate the Carl Junction noise ordinance and renter shall be liable for any fines assessed for such violations. In addition, pool renters responsible for parties which exceed County noise limits will be barred from renting the pool for the remainder of the current year and the following year. No live, amplified instrumental music will be permitted.
7. Lifeguard services are required for all private functions. The hourly fee for these services plus insurance coverage is indicated in number two (2) above.
8. The lifeguard in charge is responsible for strict enforcement of all regulations which are a part of this contract. He/she has the authority to suspend the rental activities for violation of these regulations or for any other reason which, in his/her judgment, constitutes a hazard to persons or property. If a function must be terminated for such reasons, no portion of the rental fee is refundable, and the Community Improvement District is not liable for any other costs or damages incurred by the renter. The lifeguard in charge may consult with the Pool Manager, General Manager, or the BCID Board of Directors with regard to enforcement actions.
9. All private functions must end and all guests must depart the pool facilities not later than 10:00 p.m.
10. Cleanup of the pool facilities immediately after a private function is the responsibility of the renter. This includes placement of all trash into appropriate receptacles, cleanup of food/beverage spills, removal of any decorations, and restoration of furniture items to their pre-function positions. The lifeguard in charge will inspect the pool facilities after each rental, prior to the next pool opening for damage or lack of cleanliness. Minor damage or the need for cleanup of the facilities by pool staff will be charged against the renter's deposit. If the cost of repair or clean up exceeds the amount provided as security deposit, the renter shall be liable. If

collection proceedings are required to collect from the renter for such damages, the renter shall be liable for reasonable attorney's fees and court costs.

11. Reservations for private rentals of the Briarbrook Pool must be made with **Tammy Thomas, Pool Manager, in the Pro Shop 417-649-6777**. A reservation is confirmed upon submission of the following: a contract signed by the responsible renter and payment of the appropriate rental fee and security deposit. The security deposit, or refundable portion thereof, will be returned to the renter no later than two weeks following the function.

12. Cancellation of paid reservations for private functions may be made without penalty up to 72 hours prior to the start of the function. Cancellation of paid reservation for private functions within 72 hours of the start of a function shall result in forfeiture of 50% of the rental fee and deposit. A contract shall be deemed cancelled upon written confirmation of the cancellation by the Pool Manager. Such confirmation shall include the date and time of the cancellation.

13. Renter further agrees to indemnify and hold harmless the Briarbrook Community Improvement District and its Board of Directors from any and all losses, demands, and claims of liability which arise as a result of any use of the pool for the function mentioned herein. The undersigned Users do hereby execute this Release, Waiver of Liability, Assumption of Risks and Indemnity/Hold Harmless Agreement (the "Agreement") for himself/herself/their self and his/her/their heirs and any of their Minors, guests and invitees and acknowledges the inherent risks involved in the use of the Briarbrook's Swimming Pool, which risks include, but are not limited to bodily injury, sickness, disease or death from using the Swimming Pool. Users also acknowledge and understand that use of the Swimming Pool by Users, as defined below, is potentially dangerous and that the type of injury or damage described above can occur when using the Swimming Pool.

14. Renter understands that any person(s) he/she engages to provide music must not operate their equipment in violation of the City noise ordinance. Renter understand that violations of the City Noise Ordinance, or any other law cited violation of a law or ordinance will result forfeiture of the security deposit. Additionally, Renter understands that he/she is personally liable for payment of any fines assessed for such violations. Renter further understands that any consumption of alcoholic beverages must be in full compliance with State, County, and City regulations, and that solely the on-site restaurant can serve alcoholic beverages.

Renter

Date

Briarbrook Pool Manager

Date

Briarbrook General Manager

Date