# **Burkland Pool**

# **Rental Application**

7800 School Ave. Turner, OR 97392 (503) 743-4311 • burklandpool@gmail.com

to the Rental Application. <b>DEPOSITS MUS</b>	ested date. All applicants must read and sign both pieces of the Rental Agreeme ST BE PAID IN FULL AT TIME OF APPLICATION.	nt attacl
s Date:		
e of Group/Organization (if applicable):		
ng Address:		
	State: Zip:	
e Number:	_ Alt. Phone:	
l Address:		
Requested:		
•	*Total hours must include setup and cleanup time.	
<ul> <li>July         <ul> <li>Saturday: 10:0am - 8:00pm</li> <li>Sunday: 1:00pm - 8:00pm</li> </ul> </li> <li>Saturday: 10:00am - 8:00pm</li> <li>Sunday: 1:00pm - 8:00pm</li> <li>Sunday: 1:00pm - 8:00pm</li> <li>1 - 24 swimmers</li> <li>25 - 49 swimmers</li> <li>50 - 74 swimmers</li> <li>140/hr.</li> <li>75 - 99 swimmers</li> <li>\$160/hr.</li> </ul>	Rental Fees:  Hourly Rate:  Total Hour(s):  Security Deposit:**  Total Due:  **The Security Deposit is half of the temporary in the security Deposit is half of the temporary in the security Deposit is half of the temporary in the security Deposit is half of the temporary in the security Deposit is half of the temporary in the security Deposit is half of the temporary in the security Deposit is half of the temporary in the security Deposit is half of the temporary in the security Deposit is half of the temporary in the security Deposit is half of the temporary in the security Deposit is half of the temporary in the security Deposit is half of the temporary in the security Deposit is half of the temporary in the security Deposit is half of the temporary in the security Deposit is half of the temporary in the security Deposit is half of the temporary in the security Deposit is half of the temporary in the security Deposit is half of the temporary in the security Deposit is half of the temporary in the security Deposit is half of the temporary in the security Deposit is half of the temporary in the security Deposit is half of the temporary in the security Deposit is half of the temporary in the security Deposit is half of the temporary in the security Deposit is half of the temporary in the security Deposit is half of the temporary in the security Deposit is half of the temporary in the security Deposit is half of the temporary in the security Deposit is half of the temporary in the security Deposit is half of the temporary in the security Deposit is half of the temporary in the security Deposit is half of the temporary in the security Deposit is half of the temporary in the security Deposit is half of the temporary in the security Deposit is half of the temporary in the security Deposit is half of the temporary in the security Deposit is half of the temporary in the security Deposit is half of the temporary in the security Deposit is half of the temporary in the security Deposit is half of the temporary in the sec	-
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Revised 05/10/2023

OFFICE USE ONLY				
AUTHOR-IZATION	Approved Denied By Manager: Date: Instructions:			
PAYMENT	Deposit Amount: \$ Rental Amount: \$ Total Amount: \$ Cash Card Check # Card: Visa MC Disc Amex Transaction Performed By: Date:			
STAFF REPORT	Time of Arrival: Time of Departure:  Condition of Facility After Event:  List Any Damages or Problems:  Signature of Lead Guard:			
ADMIN. REVIEW	Amount of Deposit to be Refunded: Administrator:  Comments:  OFFICE USE ONLY			

# **Burkland Pool Rental Agreement**

### **Terms and Conditions**

All applicants must read, sign and return this form with their completed Rental Application at least 14 days to the requested date.

## **Terms and Conditions**

#### The parties agree as follows:

- The security deposit worth half of the total rental cost, paid in Cash or Card, is due at the time of the Rental Application.
- 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. The security deposit will be forfeited if the group does not exit Burkland Pool's facility within five minutes of the end of the specified time.
- Renter shall fully comply with all Burkland Pool rules and regulations in connection with the use of the facility.
- Renter shall fully comply with the attached Pool Rules and Regulations.
- Burkland Pool reserves the right to amend the rental rules, as needed, to serve the best interests of the facility
- 6. The Renter must be present during the rental.
- 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
- 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).
- Burkland Pool shall provide lifeguard staff during the 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.
- Renter is solely responsible for the safety and security
  of any property brought to the facility. Burkland Pool 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. Burkland Pool 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 the contract acknowledging 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.
- 13. Burkland Pool 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 interest of Burkland Pool patrons, or because the Renter has breached any of its obligations under this agreement.
- 14. This agreement must be signed by an authorized agent or representative of Renter, age 21 or older.

#### **Cancellation and Refund Policy**

- The security deposit will be refunded in full, if the Renter complies with all the terms and conditions of this rental agreement. The Burkland Pool staff will determine if the security deposit will be returned.
- Refunds are processed in the same form of payment that was received.
- No changes will be allowed one week, seven days, prior to the rental date.
- Should the Renter extend beyond the approved Rental Application time, the time will be charged to the Renter at hourly rate stated previously.
- 5. Refunds will not be given for any unused time.
- In the event of cancellation by Renter, the deposit required herein shall be forfeited.

## **Pool Regulations**

- Admission to the pool shall be refused to all persons having any contagious disease.
- 2. The pool water is not suitable for drinking. Avoid swallowing pool water.
- Littering is prohibited. In addition, no food, drink, or gum is allowed in other than specially designated and controlled sections of the pool area. Glass containers, alcohol, and tobacco are strictly prohibited.
- All persons are encouraged to take a shower before entering the pool area.
- Personal conduct within the facility must be such that the safety of self and others is not jeopardized. No running or boisterous or rough play is permitted.
- Spitting, spouting of water, blowing the nose or otherwise introducing contaminants into the pool is not permitted.
- Glass, soap or other material that might create hazardous conditions or interfere with efficient operation of the swimming pool shall not be permitted in the swimming pool or on the pool deck.
- 8. All apparel worn in the pool shall be clean and created for the purpose of swimming (i.e. no jeans).
- All children who are not toilet-trained shall wear a swim diaper.
- 10. Diving is not permitted in the shallow end of the pool.
- Lifeguards are responsible for enforcing safety rules and responding to emergencies. Parents or guardians should supervise their children.
- 12. No one should swim alone.
- Lifejackets are not permitted in the deep end of the pool.
- 14. Animals are not permitted inside Burkland Pool facility.
- 15. Swimmers are to follow all diving board rules designated at the facility. In addition, there will be no jumping onto or through inflatables.
- 16. Burkland Pool will inform the group that there are five minutes remaining of the specified rental time. It is the responsibility of the Renter to ensure every member of their party is out of Burkland Pool's facility in order to ensure the return of the security deposit.

#### Disclaimer

Burkland Pool reserves the right to CANCEL any rental event. The decision of the Burkland Pool Manager is final.

Burkland Pool does not assume any liability for property lost or stolen on the Burkland Pool premises, or for personal injury sustained on the premises during rental use of the facilities. Renter hereby agrees to assume the full risk of any injuries, damages, or less, regardless of severity, that Renter (or any member of Renter's group) may sustain as a result of this rental. Renter further agrees to waive the release of the Burkland Pool's managers, lifeguards, employees, and volunteers from any and all liabilities, losses, claims, suits, damages and/or judgements (including reasonable attorney's fees) that Renter might sustain as a result of any and all activities connected with or associated with this rental.

I understand that I am responsible for cleaning-up the facility before the end of my rental time and that the cost of clean-up not accomplished or damages to the facility will be deducted from my security deposit. I further understand that Burkland Pool reserves the right for full restitution of any and all damages incurred by the expenditure for said damages that may be incurred above and beyond the amount of the Renter's security deposit.

My signature confirms that I have read and understand the preceding disclaimer. I do hereby agree to the terms of the disclaimer and the conditions of the Rental Agreement.

Applicant Signature:	Da	te:
Printed Name:		