

Summer Break
POOL RENTAL AGREEMENT

Name: _____ Phone: _____

Address: _____ Email: _____

Party Date Requested: _____ Anticipated Number of Guests: _____

Rental Deposit amount: \$ 100.00

Total amount due: \$ _____ **Payment in full is due 24 hours prior to party**

Deposit (separate check): # _____ Check # _____ Date returned to renter: _____

Please make 2 checks payable to Summer Break

Mail Completed Form and Payment to:

Summer Break
6852 Hawthorn Park Drive
Indianapolis, IN 46220

For questions, please contact us by phone (317) 288-5317 or email: info@summerbreakfishers.com

This agreement is by and between Summer Break LLC and Customer. Summer Break LLC agrees to rent the Summer Break pool and related pool areas ("Premises") located at 8376 East 141st St., Fishers, Indiana, to Customer for a private party ("Party") to be held at the above date and time.

Customer represents that no more than the above number of guests will attend the Party. Private party rental includes two (2) lifeguards for everyone fifty (50) persons; therefore, ___ lifeguards will be provided by Summer Break LLC for the Party. Summer Break LLC reserves the right to prohibit access to guests that would exceed the number of guests stated above. Customer agrees on Customer's behalf and on behalf of Customer's guests that Customer and Customer's guests shall abide by all rules and regulations promulgated by Summer Break LLC. It is Customer's responsibility to become familiarized with said rules and regulations.

In addition to paying the above rental fee, Customer shall pay a deposit of \$100.00 upon signing this agreement. The deposit will be refunded to Customer so long as no damage to the Premises is present and the Premises are left clean following the Party. The above date and time for the Party will not be reserved until the deposit is received by Summer Break LLC.

Customer may reschedule the Party for any reasons up to forty-eight (48) hours prior to the Party's commencement. If Customer does not reschedule the Party within the same 2019 pool season, Customer agrees to pay liquidated damages of \$50.00 to Summer Break LLC.

If Summer Break LLC personnel determine that the Party should not occur at the above date and time due to inclement weather, the parties to this agreement shall work in good faith to reschedule the Party. If Customer elects not to reschedule the Party or otherwise does not work in good faith to reschedule the Party, then Customer agrees to pay liquidated damages of \$50.00 to Summer Break LLC.

By Customer's signature below, Customer agrees to indemnify, defend, and hold Summer Break LLC, Pyle Pools, Inc. a/k/a Pyle's Pools, their principals, agents, representatives, affiliates, managers, officers, members, directors, employees, lifeguards, other volunteers, and successors and assigns (collectively "Releasees") harmless from and against any and all damages, losses, claims, judgments, and costs (including attorney's fees) arising from: (a) Customer's or Customer's guests' use of any of the Premises, including the Summer Break pool, or the adjacent grounds; or (b) from Customer's or Customer's guests' activities on the Premises, including the Summer Break Pool, or on the adjacent grounds; or (c) from anything done, permitted or suffered by Customer or Customer's guests on the Premises, including the Summer Break pool, or on the adjacent grounds.

Customer shall be responsible for damage to the Premises or any other part of the Summer Break grounds caused by Customer, his/her guests, invitees, employees, independent contractors, or other agents. Summer Break LLC does not assume or accept responsibility for damage to or loss of any personal belongings or articles left by Customer or Customer's guests on the Premises or on the Summer Break grounds prior to, during, or following the Party.

Customer Signature: _____ Date: _____

Summer Break LLC

By: _____ Printed: _____

Title: _____ Date: _____

Pool Party Rules

1. All persons using the pool and pool area do so at their own risk and sole responsibility.
2. No one is allowed in the pool area unless a lifeguard is on duty.
3. Diving is not allowed in the shallow end.
4. Only one person on the diving board at any one time. Dive off straight. Flipping off the board is not allowed. Do not linger under board or in diving area.
5. **NO glass containers inside pool gate per Indiana State Department of Health.**
6. Only swim suits may be worn in the water. Children in diapers must wear swim diapers.
7. Showers must be taken before entering the pool.
8. Persons having infectious diseases, open sores, bandages, cuts or recent vaccinations must not enter the pool area.
9. Inappropriate behavior including running, rough play, spitting, dunking, littering, or use of foul language will not be tolerated and may result in expulsion from the pool.
10. The lifeguard or authorized personnel may close the pool because of weather or safety reasons and may remove any person as deemed necessary.
11. Anyone who has or has had diarrhea in the past two (2) weeks shall not use the pool.
12. Summer Break is not responsible for lost or stolen items.
13. Swimmers must exit the pool ten (10) minutes before the party ends.
14. \$100 deposit will be refunded if no damage is present and the facility is left clean. ***Deposit is due upon scheduling.*** The date will not be held until the deposit is received. ***Payment in full is due 24 hours prior to the party.***
15. Contact Pyle's Pools office at (317) 288-5317 two (2) days prior to scheduled party if the number of guests changes, to assure the correct number of guards.
16. A party may be rescheduled due to weather up to two (2) hours prior to the start time without penalty. A party may be rescheduled two (2) days in advance without penalty for any reason except weather. **\$50.00 will be kept** from the deposit amount if party is not rescheduled.

Pool Closure

- Please note the pool may remain closed until the temperature outside reaches 70 degrees. However, the opening of the pool is at the discretion of the pool management company. Updates may be available on the pool website.
- Pool will close for 1 hour if lightning is present. All pool guests are required to exit the pool and deck area.
- Pool will close for 30 minutes if thunder is heard. All guests are required to exit the pool.