

PRIVATE RENTAL AGREEMENT FOR MELBOURNE POOL
(PRIVATE RENTALS OF THE POOL ARE ONLY ALLOWED
WHEN POOL IS NOT OPEN TO PUBLIC)

DATE _____

The City of Melbourne "City" has agreed to rent the said premises to:

"Renter: _____"

On _____, and in consideration of such rental, the Renter shall abide by these terms and conditions:

1. Rental Rates:
 - A. _____ Pool and bathhouse @ \$64.20 per hour for _____ hours
(\$128.40 for 2 hours, \$192.60 for 3 hours)
 - B. _____ Lifeguard(s) @ \$12.00 per hour for _____ hours.
2. Payment of Rent and Deposit: Rent is due in advance and shall accompany the signed agreement. An additional amount of \$200.00 is required as a deposit at the time of booking the Pool. This deposit is to cover any damage and extra cleaning, if required. Please pay by separate checks, one for rent and one for deposit. Damage deposit will be returned if all rules are followed and no damage or cleaning is required. Charges for damage or cleaning in excess of the \$200.00 will be charged to the Renter. Make checks payable to Melbourne Pool.
3. Rules and Regulations: The Renter agrees to fully comply with all rules and regulations relating to the use of the Pool. Failure to do so will result in a loss of the damage deposit. See Attachment A for rules and regulations to be followed.
4. Damage and Responsibility: Renter shall be responsible for all guests at the Pool and shall pay for any repairs or damages caused to the premises, other than normal wear and tear, whether caused by Renter or any guest.
5. Lifeguards: Lifeguards are required when renting the Pool. 1 lifeguard for 30 or fewer guests and 3 lifeguards if waterslide is being used. Renter is responsible for paying the lifeguard(s). One lifeguard will have the key to open the Pool and bathhouse and will be paid for ½ hour opening and ½ hour closing. Lifeguard(s) must be currently registered and approved by City.
6. Food/Drink: Food/drinks brought in by the Renter are allowed-NO GLASS OR ALCOHOL WILL BE ALLOWED. Renter is responsible for cleanup of all food/drinks or other items brought into the Pool.

7. Rental Terms: All premises are to be vacated by the time stated on the contract or additional rent will be charged.
8. **Indemnity Agreement: Renter agrees to assume all responsibility and liability for all damages or injuries to all persons, arising out of, resulting from or in any manner connected with the above use of City facilities, and agrees to indemnify and save harmless City facilities, its agents and employees from all such claims, including damages, legal fees and costs paid or incurred to enforce the provisions of this paragraph, whether negligent or not.**

**Please have a good time at the pool but keep the area clean.
Thank you!**

Emergency numbers are posted on the wall by the telephone at the front desk of the Pool.

RENTAL AGREEMENT FOR MELBOURNE POOL

DATE OF RENTAL _____

HOURS OF RENTAL _____

OF GUESTS _____

WILL WATERSLIDE BE USED? _____

- 1 LIFEGUARD - 30 OR FEWER GUESTS
- 2 LIFEGUARDS - MORE THAN 30 GUESTS
- 3 LIFEGUARDS – IF WATERSLIDE IS BEING USED

RENTER SIGNATURE _____

ADDRESS _____

PHONE # _____

RETURN THIS SHEET AND PAYMENT TO:

MELBOURNE CITY HALL
P. O. Box 37
Melbourne, IA 50162

MELBOURNE POOL RULES

BY STATE LAW, ALL SWIMMERS ARE REQUIRED TO TAKE A SHOWER before SWIMMING! (USE SOAP AND WATER!)

NO GOING TO THE BATHROOM OR BLOWING YOUR NOSE IN THE POOL WATER.

NO DIVING IN THE SHALLOW END OR OTHER AREAS MARKED "NO DIVING".

NO ROUGH PLAY OR PUSHING IN OR AROUND THE SWIMMING POOL.

ANYONE UNDER 7 YRS. MUST BE SUPERVISED BY A PERSON 15 YRS. OR OLDER.

MUST WEAR APPROPRIATE SWIM ATTIRE

MUST PASS DEEP END TEST TO SWIM IN DEEP END.

FIGHTING, DRUGS, ALCOHOL AND FOUL LANGUAGE OR BEHAVIOR NOT ALLOWED

NO RUNNING!!

OUTSIDE FOOD, DRINK, ELECTRICAL DEVICES NOT ALLOWED*

NO HANGING ON ROPES OR LADDERS

THE MELBOURNE POOL IS NOT RESPONSIBLE FOR LOST OR STOLEN ITEMS

MELBOURNE POOL HAS THE RIGHT TO CLOSE THE POOL DUE TO INCLEMENT WEATHER, LOW ATTENDANCE (less than 10 swimmers) OR ANY HEALTH OR SAFETY RELATED ISSUES WITHOUT REFUND

MELBOURNE POOL HAS THE RIGHT TO REMOVE ANY PATRON WHO REFUSES TO FOLLOW THE ABOVE RULES

PARENTS MUST ACCOMPANY CHILDREN WHO HAVE NOT PASSED THE DEEP END TEST IF THEY WANT TO BE IN THE DEEP END

DURING BREAKS, SWIMMERS MUST STAY ON CONCRETE AND OFF OF CENTER GRATES

ADULTS CAN STAY IN POOL WITH CHILDREN WHO ARE NON-SWIMMERS

*Unless specifically approved by City.

WATERSLIDE RULES

Manufactured by Miracle Recreation Equipment Company – Monett, MO

1. DO NOT USE THIS SLIDE WHILE UNDER THE INFLUENCE OF ALCOHOL OR DRUGS.
2. FOLLOW THE INSTRUCTIONS OF THE FLUME ATTENDANT
3. NO RUNNING, STANDING, KNEELING, ROTATING, TUMBLING, OR STOPPING IN THE FLUME
4. ONLY ONE PERSON AT A TIME. FORMING “CHAINS” IS PROHIBITED
5. KEEP BOTH HANDS AND FEET INSIDE THE FLUME AT ALL TIMES
6. NO DIVING FROM THE FLUME
7. LEAVE THE FLUME POOL PROMPTLY AFTER ENTERING
8. SLIDE LYING ON BACK, FEET FIRST ONLY. (SEE POSITION SIGN).
9. WARNING: PREGNANT WOMEN AND RIDERS WITH A HEART OR BACK CONDITION SHOULD NOT USE THIS RIDE
10. WARNING: FAILURE TO FOLLOW SLIDE RULES CAN RESULT IN SERIOUS INJURY TO YOURSELF AND OTHERS AND LOSS OF YOUR PRIVILEGE TO USE SLIDE.
11. USE AT OWN RISK.