

MOINTCLAIR POOL PARTY/EVENT RENTALS

Pool Rental Terms

1. The Montclair Association will provide use of the designated Pool area and Pavilion, which can include the grill (charcoal not included), to approved Renter and guests of Renter. Renter is required to be an active member of the Montclair Pool. Renter understands that a party during normal guarded hours (**Mon-Sun**), is not private and Montclair pool members may be on pool grounds and have full use of the facilities. If a private party is requested, this must be booked outside of the normal guarded pool hours (**Mon-Sun**) see item #8. The Renter must be present for the entire event including set-up and clean-up, he/she will be subject to loss of deposit.
2. Renter agrees that he/she is responsible for any rental, catering/food, entertainment, and cleaning products that may be needed for event. The Montclair Association will not accept any deliveries for events that will take place. Nothing shall be delivered to or left at the Pool House/Pavilion/Pool Grounds before the 30-minute set-up and everything that the renter brings into the Pool House /Pavilion/Pool Grounds must be removed by the end of the event for clean-up to be complete.
3. Renter is responsible for all clean-up and to leave the Pool House/Pavilion/Pool Grounds in its original condition, including furniture placement. Renter is responsible to do a walk through with the designated Pool Manager/Lead Guard/Board Member before scheduled set-up time to point out pre-existing damages and a walk through after clean-up to ensure no damages occurred during their event and clean-up is complete. Consideration of damages will be at the sole discretion of the Montclair Association. Renters and their guests are expected to follow all rules/policies of the Montclair Pool. If the Montclair Pool rules/policies are not followed, the event will be required to end immediately, and the deposit will not be refunded.
4. The Montclair Association takes the utmost care with respect to its members and events. However, if the Montclair Association fails to comply with the terms of this agreement, liability is limited to a refund of the deposit.
5. Renter agrees to a service charge of \$40 or 5%, whichever is greater, to be added to all returned checks. Renter also agrees to pay the cost of collection including agency fee, court costs and a 5% late fee based on balance due to be compounded monthly.
6. Pool House/Pavilion/Pool Grounds rentals are based on a 2-hour increment. The Pool House/Pavilion/Pool Grounds will allow for a 30-minute set-up time and a 30-minute clean-up time included in the below prices.
7. Any set-up or clean-up taking place before or after the 30-minute allotted time will be charged an extra \$25 per additional 30 minutes. Any set-up or clean-up that does not fall within normal Montclair Pool hours will be charged an afterhours charge of \$50. All events must end 1 hour before closing time to allow for clean-up time and avoid the after-hours charge.
8. Lifeguards are required to be present and guarding the pool during all events that fall outside of official guarded hours (Mon-Sun). **Requests for renting the pool as a (private party) are only accepted**

outside of official guarded hours (Mon-Sun). These are days/hours that lifeguards are not scheduled by the Montclair Association for paying pool members. Renter is responsible for paying for lifeguard at the rate below. Events with more than 50 swimmers will require more than 2 lifeguards.

Full payment of the event and the signed Rental Agreement are required to secure the event date and pool area. All rental fees must be paid by check at the pool or paid online at www.montclairhoa.org/pool/, under the payment section.

Renter agrees to pay in FULL any balance due for the above rental (4days) prior of the event. Renter understands that if payment is not received (4 days) prior to the event that the rented time/space will be released and subject to be rented by another member. If the event is less than (4) days out, payment is due at the time of booking. ***Refunds may be given if weather conditions prevent the start of the planned event. *Exceptions to a possible refund would be if the event had already started and/or 50% of the event was completed***

Montclair Pool Rental Form

Renter Name: _____

Renter Phone Number: _____

Renter Email: _____

Requested Rental Date: _____

Requested Rental Time: _____

Price of Rental (The pool rental rate is \$150 per hour and includes two lifeguards for a maximum of 50 swimmers. The minimum rental time is two hours. For every extra 25 swimmers, an additional lifeguard can be added for \$15 an hour.):

Release Statement:

Renter agrees to release Montclair Association Inc., its owners, their successors, heirs and assigns, agents, employees and the Montclair Board of Governors of and from any and all liability (including claims based upon negligence) for any and all actions, suits, claims for relief, demands, damages and causes of actions of any kind and nature known and unknown, in any way arising out of or connected with utilization of any and all amenities and recreational facilities or other use or the premises known as the Montclair Pool or parks. This release includes, but is not limited to, any and all such claims for property damage or personal injury.

Signature agreement to pay by the date of the rental event and confirming you agree to the release statement above:

Date _____