

**Rental Contract**  
**Marietta Family Aquatic Center**

**CONCESSIONS**  
**YES      NO**

**Section I-The Parties**

This special events rental contract is made between the City of Marietta, Ohio, a municipal corporation whose principal place of business is 301 Putnam Street, Marietta, Ohio 45750, hereinafter to as “City” and \_\_\_\_\_ (Company) located at \_\_\_\_\_ (address) \_\_\_\_\_ (phone number) hereinafter referred to as the “Invited Party”. (email) \_\_\_\_\_

**Section II-Description of Rental Premises**

The following premises at the Marietta Family Aquatic Center located at 233 Pennsylvania Avenue, Marietta, Ohio, are available for private rental to the general public at the following rates:

- a. Entire facility (Zero-depth entry pool, splash playground, and lazy river)
- | <u>Number of people</u> | <u>Lifeguards Required</u> | <u>Rental Cost per hour</u>        |
|-------------------------|----------------------------|------------------------------------|
| 1 to 25                 | 9                          | \$195.00                           |
| 26 to 60                | 10                         | \$245.00                           |
| 61 to 100               | 12                         | \$295.00                           |
| 101-200                 | 15                         | \$320.00                           |
| 201-300                 | 15                         | \$345.00                           |
| 301-400                 | 15                         | \$420.00                           |
| 400 +                   | 15 +                       | \$ / hr (rate depends on # people) |
- b. Zero depth entry pool only
- | <u>Number of people</u> | <u>Lifeguards Required</u> | <u>Rental Cost per hour</u> |
|-------------------------|----------------------------|-----------------------------|
| 1 to 25                 | 5                          | \$145.00                    |
| 26 to 60                | 6                          | \$170.00                    |
| 61 to 100               | 7                          | \$195.00                    |
- c. Lap Pool Only
- | <u>Number of People</u> | <u>Lifeguards Required</u> | <u>Rental Cost per hour</u> |
|-------------------------|----------------------------|-----------------------------|
| 1 to 25                 | 3                          | \$135.00                    |
| 26 to 50                | 4                          | \$165.00                    |

### Section III-Terms

The Invited Party agrees to rent \_\_\_\_\_ (choose from “Entire Facility, Zero Depth pool only or Lap Pool only) on \_\_\_\_\_ (date) \_\_\_\_\_ (how many people) at the hourly rate of \$ \_\_\_\_\_ (insert rate) for \_\_\_\_\_ (insert hours, starting at \_\_\_\_\_ (insert start time for event) and ending at \_\_\_\_\_ (insert end time of event). The total amount to rent the specified facility is \$ \_\_\_\_\_ (insert total amount). **Half of the total amount is due with a signed contract within 7 business days of receiving it. The other Half is due in full 7 business day prior to the event. Please return to: The City of Marietta, Attn: Susan Joyce 304 Putnam St. Marietta, OH 45750**

If there are children attending the Event, then the Invited Party agrees to provide one (1) adult chaperone for every ten (10) children present. It will be the chaperone(s)’ responsibility to monitor the children while using the facility.

If the Invited Party intends to rent the Lap Pool, then the Invited Party agrees that the children attending the event will be required to complete a swim test prior to entering the deep end of any of the above referenced pools or river. The swim test shall be a 25 yard non-stop front stroke test. If the child does not pass the swim test or cannot swim, then that child MUST be accompanied by an adult if he/she wants to enter into water where he/she cannot touch the bottom.

The City prohibits outside food to be brought into its facility, especially glass items. Further, the Invited Party agrees to dispose of all the trash generated by their guests and the Event into the designated trash receptacles at the premises. The Invited Party also agrees to place any and all recyclable material in those designated receptacles as well.

The City reserves the right to cancel the Event due to weather. The Invited Party, and its guests, will be permitted to swim if it is only raining unless visibility of the bottom of the pool or river is obscured. If that occurs, then the City will evacuate the pool. If the City’s personnel hear thunder, then swimming will be immediately suspended for thirty (30) minutes. This time will be restarted at each instance of subsequent thunder. The Invited Party will not be allowed re-entry into the pool or river until thirty minutes after the last clap of thunder, provided that there is not any accompanying lightning. If lightning is seen, the Invited Party and its guests must retreat indoor at the premises. No one will be allowed to return to the pool or river until thirty (30) minutes have passed from the last lightning strike. **If bad weather occurs, then NO time will be added to the rental time. No refunds will be given for any lost time of the Event due to inclement weather.**

The Invited Party agrees that all of its guests will be clothed in proper swim attire during the Event. If any of the guests of the Invited Party have not been toilet trained, then those individuals MUST wear “swimming diapers”. Regular diapers will not be permitted in the pool.

The Invited Party shall be full responsible for itself and its guests’ conduct at the Event by ensuring that they behave in a safe, lawful, and non-disruptive manner. Failure to do so will result in the termination of the Event and immediate ejection of the Invited Party and its guests. The payment for the Event will be forfeited to the City.

The Invited Party shall conduct its Event in the space specified at the beginning of this Section. If the Invited Party, or its guests, leave the rental space and try to move the Event to a different area within the premises, without making prior written arrangements, then the Event will be terminated and payment will be forfeited to the City.

**The City prohibits alcohol, cigarettes, illegal drugs, weapons, firearms, or any other type of dangerous ordinance in its facility. If the Invited Party, or any of its guests, brings any of the aforementioned items into the premises, those items will be confiscated and turned over to the Marietta Police Department, if necessary. The Invited Party and guests will also be immediately ejected from the premises and forfeit their payment for the Event.**

#### **Section IV-Care of the Premises**

The Invited Party, and its guests, shall not commit any act of waste and shall take good care of the premises and the fixtures and appurtenances on it, and shall, in the use and occupancy of the premises, conform to all laws, orders, and regulations of the federal, state, and municipal governments, or any of their departments. If any damage occurs to the premises due to the Invited Party’s, or its guests, misuse, abuse, or neglect, then the Invited Party shall be responsible for the cost of any repairs.

### **Section V-Liability**

The Invited Party, and its guests, their heirs, devisees, successors, legal representatives, and beneficiaries shall hold the City of Marietta, Ohio, its employees, officers, agents and officials not liable from any and all actions, claims, liabilities, assertions of liabilities, losses, costs and expenses whatsoever, including but not limited to attorneys' fees, which in any manner may arise or be alleged to have arisen or resulted or alleged to have resulted from the presence, activities, events and omissions of any nature whatsoever of the City of Marietta, Ohio, its employees, officers, agents and officials in connection with the use and occupancy of the premises for the Event including, without limitation, any claim or claims for bodily injury or death of any persons whatsoever and for any loss or damage whatsoever, for any loss of the means of support and for any loss or damage whatsoever to property.

### **Section VI-Compliance with City Rules and Regulations**

The Invited Party shall observe and comply with the rules and regulations of the City, which are incorporated into this Contract, and with any further reasonable rules and regulations as the City may prescribe for the safety, care, and cleanliness of the Event and the comfort and enjoyment of the City's other patrons.

### **Section VII-Effect of Other Representatives**

No representations, or promises shall be binding on the parties to this contract except those representations and promises contained in this agreement or in some future writing signed by the party making the representations or promises.

### **Section VIII-Compliance with Ohio Law**

This agreement shall be construed under and in accordance with the laws of the State of Ohio, and all obligations of the parties created hereunder are performable in Marietta, Washington County, Ohio

CITY OF MARIETTA, OHIO: \_\_\_\_\_ DATE \_\_\_\_\_

INVITED PARTY: \_\_\_\_\_ DATE \_\_\_\_\_