

TOSA Pool Rental Agreement

- 1. RENTER.** Must be 21 or older to rent the TOSA Pool at Hoyt Park. Renter is responsible for obtaining all necessary permits or licenses associated with its activity including, but not limited to, food or beverage permits. Renter is responsible for the actions of their guests, and will be billed for damages or excessive clean-up costs. Renter's and guests' use of the TOSA Pool at Hoyt Park is subject to all local municipal and county ordinances, in addition to all rules and regulations governing parks and parkways, and can be terminated immediately at the discretion of local law enforcement authorities and/or FOHPP, if the terms of this contract are misrepresented, violated or when public safety is threatened. Cancellation "For Cause" will result in forfeiture of all fees. This termination provision is in addition to, and not in lieu of, any other termination or cancellation provision set forth in this Rental Agreement.
- 2. SECURITY DEPOSIT.** A refundable security deposit of **\$200.00** is required, in addition to the Total Rent Amount. RENTER is responsible for the clean-up of the pool deck and other common areas used during the rental period. FOHPP will inspect the rented area of the pool prior to, and following, RENTER's use of the facility. Any damage to the facility, excessive debris on the pool deck, debris in the pool, missing inventory, or other condition requiring clean-up and/or maintenance beyond normal wear and tear will be deducted from the deposit. The deposit (less any deductions) will be mailed to RENTER within 30 days after the date of rental. Checks for the deposit must be made payable to Friends of Hoyt Park & Pool, Inc.
- 3. CANCELLATION POLICY.** A full refund will be issued for cancellations at least 46 days prior to the original pool rental date or in the event that FOHPP is unable to host your group. TOSA Pool at Hoyt Park management reserves the right to close the pool in cases of inclement weather, low air temperature, emergency situations, sanitation closings or mechanical, and chemical failures. A 50% refund will be issued for cancellations within 30-45 days prior to the original rental date. Cancellations made less than 30 days before the rental date will result in a forfeiture of the rental fee. Refunds are not issued due to unfavorable weather conditions. Although every effort will be made to reschedule your rental date due to unfavorable weather conditions, FOHPP cannot assure you that rescheduling your rental will be possible.
- 4. FOOD & BEVERAGE POLICY.** You may bring your own food and non-alcoholic beverages, or use a caterer of your choice. No glass allowed. All beverages must be served in cans or plastic cups. Alcoholic beverages available through FOHPP only. No concessions or alcoholic beverages will be available, unless ordered ahead with a \$250 minimum purchase. Alcoholic beverages will only be served to individuals who are 21 or older and must be consumed in the rented space.
- 5. PUBLIC EVENTS AND ADMISSION FEE PROHIBITED.** The facilities described herein may only be used for family gatherings, company functions and private parties. Rentals for which the general public would be invited ("Public Events") are prohibited. Friends of Hoyt Park & Pool **does not allow** money to be collected at the door of any rental. Any event which is publicly advertised or promoted, including, but not limited to, advertising or promotion by posting on social media is considered a Public Event.

6. **COLLECTING DONATIONS / SILENT AUCTION / RAFFLE.** Other than fundraising activities by qualified not-for-profit entities, this facility, its equipment and supplies may not be used by any patron or guest for any profit-making activity of any kind or nature. Any exchange of money in, or use of the TOSA Pool at Hoyt Park for, fundraising or material gain by a qualified not-for-profit entity, including collecting donations, hosting a silent auction or raffle, requires approval by Friends of Hoyt Park & Pool. Other licenses and permits might be required.
7. **AMPLIFIED SOUND.** Microphones, DJ equipment, and live bands are prohibited.
8. **DECORATIVE ITEMS.** FOHPP does not permit the use of adhesives, tacks, nails, or hardware on the fixtures and furniture of the TOSA Pool. All candles must be contained in approved votive holders. Confetti, confetti-type materials, or any decoration that may damage the facility is not allowed. No glass!
9. **NO SMOKING FACILITY.** TOSA Pool at Hoyt Park is a non-smoking facility.
10. **RENTER AND ALL GUESTS AGREE TO BE BOUND BY THE GENERAL POLICY AND TOSA POOL RULES.** A copy of the General Policy and TOSA Pool Rules at <https://friendsofhoytpark.org/pool-rules/>. All persons using the pool facilities do so at their own risk, and in compliance with all pertinent rules and regulations
11. **FOHPP WILL NOT BE RESPONSIBLE FOR LOSS OR DAMAGE TO PERSONAL PROPERTY OF ANY KIND OR FOR ANY BODILY INJURY RESULTING FROM THE USE OF THE TOSA POOL AT HOYT PARK FACILITIES.**
 - i. Renter is required to complete and sign the “Compliance & Hold Harmless Agreement” portion of the General Policy & TOSA Pool Rules attached as Exhibit A before being allowed into the Pool.
12. **HOURS.** TOSA Pool at Hoyt Park pool facilities may be rented for private use on select Monday and Saturday evenings, during the pool season; additional days may be available during the season. All private functions at the TOSA Pool at Hoyt Park facilities must end, and all guests must depart the pool facilities and parking area not later than one half hour after end of the rental.
13. **LIFEGUARD SERVICES.** Lifeguard services are required and provided for all functions using the pool at the TOSA Pool at Hoyt Park. The lifeguard in charge is responsible for strict enforcement of all regulations which are a part of this contract.
14. **PARKING.** Parking is allowed only in the Hoyt Park parking lot, or other designated parking areas. Parking on the grass or off-road is not permitted.
15. **INDEMNIFICATION.** RENTER agrees to indemnify and hold FOHPP, and its respective officers, directors, employees and agents harmless from all claims, liability, loss, cost, expenses or damages, including court costs and attorneys’ fees, as a result of injury or death or any person, or property damage to any property sustained by RENTER or any other guest which arises from any act or omission on or about the TOSA Pool at Hoyt Park facilities by RENTER, its agents, guests, or employees, in the performance of this Rental Agreement, including any and all expenses, legal or otherwise, incurred in the defense of any suit or claim.

16. **CLEANUP.** Cleanup of pool facilities immediately after the function is the responsibility of RENTER. Cleanup duties include placement of all trash into appropriate receptacles, cleanup of any food/beverage spills, removal of any decorations, and restoration of furniture items to their pre-function positions. The management will inspect the pool facilities after each rental, prior to the next pool opening, for damage or lack of cleanliness. Minor damage or the need for cleanup of the facilities by pool staff will be charged against RENTER's deposit. If the cost of repair or clean-up exceeds the amount provided as RENTER's deposit, RENTER shall be liable for the additional cost, and shall reimburse FOHPP for the additional cost, upon demand. If collection efforts are required to collect from RENTER, RENTER shall be liable for reasonable attorney's fees and court costs.
17. **RESERVATIONS.** Reservations for private rental of TOSA Pool at Hoyt Park may only be made with authorized representatives of FOHPP. A reservation is confirmed upon submission of the following: (1) a copy of this Waiver, agreed to on behalf of RENTER and FOHPP management; (2) payment of the Total Rental Amount and security deposit; and (3) a copy of any required licenses or permits.
18. **WAIVERS.** RENTER agrees to provide a copy of the Rules of TOSA Pool at Hoyt Park to any and all guests of RENTER. RENTER agrees to the attached Compliance and Hold Harmless Agreement.
19. **TERMINATION.** FOHPP (acting through the lifeguard in charge) reserves the right to immediately terminate the use of the facility by the Renter's entire party or event and to remove anyone for failing to obey the rules or instructions, either verbal or written, including, but not limited to, the terms of this Rental Agreement, or for engaging in any behavior that FOHPP determines, in its sole discretion:
- (i) disrupts or threatens to disrupt other patrons' or guests' use or enjoyment of the Park; (ii) is dangerous to any patron or guest, including, but not limited to, the patron or guest undertaking such behavior; or (iii) may cause damage to the facility, its equipment and supplies.
 - i. FOHPP reserves the right to terminate and cancel this Rental Agreement and Renter's rights to use the facility or equipment prior to the date of the Renter's party or event for failure to comply with the terms of this Rental Agreement, including, but not limited to the timely payment of all sums due hereunder, or if FOHPP determines, in its sole discretion, that actions have been undertaken by Renter or others that may lead to or result in violation of the terms of this Rental Agreement or which may lead to or result in FOHPP's right to terminate use under the immediately preceding paragraph.
20. **FOHPP PERSONNEL.** FOHPP personnel may be present during the rental to confirm, in their sole discretion, compliance with the terms of this Agreement, including, but not limited to, enforcing the no glass, smoke free and no alcohol carry-in policies.
21. **INVALIDITY.** If any provision, clause or part of this Rental Agreement or its application under certain circumstances, is held invalid, the remainder of the Rental Agreement, or the applications of each provision, clause or part under other circumstances, shall not be affected.

22. **AMENDMENTS.** Amendments to this Rental Agreement must be in writing and signed by each of the parties to this Rental Agreement.

23. **GOVERNING LAW.** This Rental Agreement shall be governed by, and interpreted in accordance with, the internal laws of the State of Wisconsin.

24. **NON-TRANSFERABILITY.** The rights and obligations under this Rental Agreement are non-transferable by RENTER, either voluntarily or involuntarily.

COMPLIANCE AND HOLD HARMLESS AGREEMENT

The parties agree to be bound by the terms of this Rental Agreement. I acknowledge reviewing a copy of the General Policy and TOSA Pool rules, have reviewed them thoroughly, and agree to comply with these rules in full. I further agree to release, indemnify and hold harmless Friends of Hoyt Park & Pool, Inc., and its officers, directors, employees and agents, from any and all losses, demands, and claims of liability which arise as a result of any use of TOSA Pool at Hoyt Park.

Exhibit A

General Policy & TOSA Pool Rules Facility Mission and Conduct Policy

- This is a family- friendly facility for the entire general public to enjoy. Inappropriate language, dress or behavior is prohibited. Inappropriate language, dress or behavior includes any word, gesture, clothing, or tattoo that would be offensive to anyone else either working at, or using, the facility, or which disrupts anyone else's pleasant, safe or family oriented recreational experience.
- All patrons and guests shall demonstrate respect toward all other patrons, guests and staff.
- All patrons and guests shall use this facility, its equipment, and supplies in an appropriate manner.
- For the safety and protection of all patrons and guests, interactions with lifeguards and staff shall be limited to pool related matters.
- Refunds are not given for inclement weather or ejections.
- Appropriate swimwear is required. Leotards, cutoffs, street clothes or colored T-shirts are not permitted in the pool
- This is a smoke-free facility, including e-cigarettes.
- FOHPP reserves the right to remove anyone for failing to obey the rules or instructions, either verbal or written, or for engaging in any behavior that FOHPP determines, in its sole discretion: disrupts or threatens to disrupt other patrons' or guests' use or enjoyment of the facility or equipment; is dangerous to any patron or guest, including, but not limited to, the patron or guest undertaking such behavior; or may cause damage to the facility, its equipment and supplies, from the pool and premises. Repeated infractions could result in permanent loss of facility privileges.

Supervision Guidelines

- One adult (18 years or older) to 2 children age 4 and younger.
- One adult (18 years or older) to 4 children ages 5-6.
- One chaperone (16 years or older) to 4 children age 7-10.
- Children age 11 and older may attend without a chaperone.

TOSA Pool Rules

- Do not enter the pool if you have a communicable disease or an open cut.
- Do not use the pool if you have a cough, fever or GI tract symptoms including nausea, vomiting or diarrhea in the past two weeks.
- Do not bring e-cigarettes or tobacco into the pool.
- Shower before entering the pool and after use of the toilet facilities.
- No horseplay, such as running, pushing, dunking, throwing others, snapping towels, rough play, etc.
- Diaper changing on the pool deck is prohibited.
- Children who are not toilet trained must wear a swim diaper. *Swim diapers available for purchase at admissions office.*
- Glass and shatter-able items are prohibited in the pool area.
- Non-swimmers may only use the shallow roped-off areas of the pool.
- Long hair must be secured in a ponytail or braid.
- Only Coast-Guard approved floating jackets are allowed in the pool.
- Do not bring animals into the pool area.
- Children must be at least 48" tall to use the giant water slide.
- Tot Play Structure for children under 48" tall.
- Sand Play Area for children age 10 and under.
- Minors must be supervised in pool area.
- Deck and lounge chairs must stay on deck.
- Shatterproof water bottles and baby food containers are permitted.
- No breath-holding contests: taking deep breaths, one after the other, before swimming underwater can be deadly!
- Gather your belongings at the end of your rental; we maintain a lost and found in pool office for valuables only.

All rules are subject to change and interpretation by FOHPP Management.