



Springwood Swim Club Pool Party Contract

1. This Agreement is entered into by and between the Springwood Swim Club (SPW) and

Member Name: _____

2. Services To Be Provided by SPW:

a. SPW pool Facilities for a pool parties, described as follows:

_____ 25 METER POOL _____ Toddler POOL
_____ PRIVATE PARTY _____ Barbeque* and picnic tables

3. Member Name, Contact Information, and Pool Party Information. Member agrees to sign and return this agreement to the Springwood Swimming Pool Manager or the Springwood Swimming Pool Lead Life Guard at least one week prior to the pool party date. (Call 925-849-2167 for further assistance.) Member further agrees to provide his/her name, pool party information as follows:

- a. Date/Day of Party: _____
- b. Start Time: _____ (set-up will be ½ hour prior this time.)
- c. Ending Time: _____ (break down will be ½ hour after this time.)
- d. Expected number of guests: _____

4. Price and Payment. Member agrees as follows:

- a. To make \$25/hour payment to reserve and use the picnic area when this agreement is approved to hold the space.
- b. To pay \$2.50 per non-member guest.
- c. To forfeit payment if the Party is cancelled after this agreement has been signed. The payment may be returned in the event another party is booked during the same hours.
- d. To compensate SPW \$15 per hour for additional lifeguards as needed. Every 25 people requires an additional lifeguard.
- e. A patio party requires a two hour minimum.
- f. *A fee of \$15 per gas barbecue is required, unless member provides their own tanks for cooking, or chooses to use charcoal grill and provides own charcoal.

5. Food and Beverages. Member agrees to the following:

- a. Refreshments/pre-cooked foods may be brought in by members. Outside catering is allowed. Catering arrangements will be the sole responsibility of the member. Barbeques, picnic tables, and trashcans will be provided.
- b. Alcoholic beverages are allowed (ages 21 and over) in the grass area but are strictly prohibited on the pool deck. Glass containers are permitted but only on the grass area and absolutely not on the surrounding pool deck. All food and beverages will be consumed upon the picnic grounds. All trash will be disposed of in the trash cans and recycling bins provided by SPW.

6. Required Conduct Rules at Parties. Member agrees to the following:

- a. To be present throughout the entire party and will be responsible for the conduct of my guests, and any damages incurred by them.
- b. To provide one chaperone for each 10 people at a teenage party.
- c. To accept liability for any destruction or defacement to any part of the pool facility or its equipment.
- d. To ensure that all guests abide by all policies and regulations set by the lifeguards and the SPW manager.
- e. To ensure that the guests swimming in the pool abide by the rules set in place by the lifeguards, and that no children are left unattended at any time unless by prior agreement.
- f. To ensure that the following clean up check list is completed prior to leaving:

Private Party

Trash picked up, disposed of properly
Tables, chairs, lounges replaced alongside pool deck
Furniture back in proper place
Decorations taken down

- g. To ensure that the SPW outdoor patio and equipment (tables, chairs, umbrellas, grills, etc.) are cleaned.

Member agrees that failure to abide by these rules may result in the guest(s) being asked to leave, being escorted off the premises by the Pool Manager or Lead Lifeguard, and cancellation of the party. There will be no refunds.

7. Termination. This agreement may be terminated in any one of the following ways:

- a. By SPW in the sole discretion of a Springwood Board Member or Pool Manager when it is determined that the threat of severe weather renders the pool party unsafe; or
- b. By mutual consent of the parties; or
- c. For Member's failure to perform any of the provisions of this agreement.

8. Disputes. This agreement is not subject to the Contract Disputes Act of 1978 (41 U.S.C. §§601-613). Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement shall be decided by the MCCS Contracting Officer, who

shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Member. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the receipt of such copy, the Member mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the installation Commander. The decision of the installation Commander or his duly authorized representative shall be final and conclusive to the extent permitted by the United States law. In connection with any appeal proceeding under this clause, the Member shall be afforded an opportunity to be heard and to offer evidence in support of his/her appeal. Pending final decision of a dispute hereunder, the Member shall proceed diligently with the performance of the agreement and in accordance with the installation Commander's decision.

Print Name of Authorized SPW Member

Date

Signature

Date

Address

Home Phone

Springwood Pool Manager

Date

Lead Lifeguard (if applicable)

Date