

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

2. Services To Be Provided by SPW

 SPW agrees to provide the following:

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

 \_\_\_\_ 25 yard pool \_\_\_\_ toddler pool

\_\_\_\_ PRIVATE use of Charcoal 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 Party Coordinator at least one week prior to the pool party date.

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 $50 deposit to reserve and use the picnic area when this agreement is approved to hold the space. Deposit will be refunded if party is cancelled no later 72 hours prior to start time.

b. To pay $50 per hour for picnic area.

c. To pay a flat fee of $25 for guests.

d. To pay lifeguard fee of $25 per hour if any guests are non Springwood members.

e. To return a guest waiver for each guest/family attending.

f. To make full payment at the conclusion of the party.

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. Charcoal barbeques, picnic tables, and trashcans will be provided.

 b. Alcoholic beverages are allowed 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.

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.

h. To ensure all guests abide by current Contra Costa County and Springwood Covid guidelines.

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 Party Coordinator, 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.

SPW Member (Please Print)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Member Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Springwood Pool Manager or Party Coordinator\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_