

BAY RIDGE POOL ASSOCIATION, INC. (BRPA) RENTAL AGREEMENT

This Agreement is made between _____, ("Renter" or "Host")

and The Bay Ridge Pool Association, (BRPA), this _____, day of _____, 20__.

The undersigned Renter hereby contracts to rent some or all of the below described facilities from the BRPA under the terms and conditions set forth herein, and in accordance with the Policies and Rules which are incorporated herein by reference and which the undersigned Renter acknowledges they have received and reviewed and agree to be bound by, which Policies and Rules are set forth as Appendices to this agreement and can be found on the BRPA Web Site at www.bayridgepool.org.

RENTAL TERMS:

The Renter signing this agreement certifies that he/she is a current (dues paid) member of BRPA or BRCA, and that he/she will be present throughout the "function" at the Facility. The "Facility" shall mean the pool, bathhouse, all areas bounded by the 6-foot fence, and if applicable, the second floor of the pool house located at 2 Herndon Avenue.

Areas Rented:

The Renter hereby rents the following parts of the Facility:

____ Pool Only

____ Second Floor Clubhouse

____ Entire Facility

AMOUNT OF RENTAL FEE:

For Pool Only, Renter agrees to pay \$_____ to BRPA plus Security Deposit of \$200.

For Pool and Second Floor Clubhouse, Renter agrees to pay \$_____ to BRPA plus Security Deposit of \$200.

Lifeguard Fees:

Renter agrees to pay the Lifeguard fees assessed by the Pool Management Company for the time of the rental agreed to herein. These fees are charged by the hour at a rate of \$25 per lifeguard. Renter estimates that the party will last for _____ hours and will require _____ lifeguards according to the Lifeguard Guidelines section in the Rental Guidelines.

TERMS AND CONDITIONS OF RENTAL:

The Renter agrees to the following as conditions of rental and use. Violation of any one or more of these provisions may result in a loss of some or all of the Security Deposit:

1. Renter continues to be bound by all provisions of their membership contract while renting the Facility.

2. The renter agrees to rent the facility "as is". If the renter arrives and the condition of the facility is deemed unacceptable, the renter will notify the Rental Coordinator immediately. BRPA's liability is limited to refunding the rental fees.
3. BRPA reserves the right to cancel a rental if the facility is deemed unsafe.
4. The Facility will not be used for commercial, political, religious or profit making activities.
5. Lifeguards will be secured from the same pool management company currently employed by BRPA. Lifeguard services will be procured only by the BRPA Rental Coordinator. The number of lifeguards required will be determined by the pool management company based on the rental details. Renter is responsible for paying for sufficient lifeguards to accommodate the function including all guests; however, there shall be no less than two lifeguards, including one certified pool operator, on duty during the function. For events which do not include swimming, one lifeguard will be required as long as the Pool is uncovered.
6. Renter will control the gate(s) during the function such that only guests may enter the Facility. Members of the BRPA Board reserve the right to enter the Facility at any time during the function.
7. Renter may return to clean up the following morning no earlier than 8:00 a.m., but will not enter the water, and will complete clean up and vacate the premises prior to scheduled pool opening time. Except for clean-up, no one will occupy the Facility without a lifeguard.
8. Amplified music may be used only at volumes that do not disturb the neighbors.
9. Posted capacity of the second floor will not be exceeded at any time.
10. Renter shall be responsible for the behavior of all guests, and all guests will obey all pool rules (see BRPA Operating Rules and Regulations). The lifeguards have full authority to enforce the pool rules during the function.
11. Areas outside of the 6-foot chain link fence, including the beach, boardwalk, and neighboring CBF property are "off limits" to non-member guests during the rental period, and the activities of the function shall be confined to the areas inside said fence. The second floor of the Facility will not be entered or used unless it is rented under this agreement.
12. Non-member guests' vehicles may be parked in the pool parking lot, which accommodates approximately 50 cars. Parking on the streets in Bay Ridge is illegal and vehicles so parked may be ticketed/towed by Anne Arundel County Police. All heavy vehicles (delivery trucks, etc.) must be confined to the parking lot, and no vehicle of any kind shall be driven on the boardwalk or pool deck.
13. Alcohol may not be consumed on the premises (Facility, parking lot, or other associated grounds) except by persons 21 years of age or older, and alcohol may not be sold to anyone on the premises.
14. Renter will assure that the building doors and both gates are closed and locked at the completion of the function.
15. Renter shall not attach any decorations to the walls, window/door frames, ceilings, light-fixtures or ceiling fans, nor allow them to come in contact with any light fixtures or ceiling fans.
16. Clean Up: The expectation is that the facility be cleaned and ready for the next function.

- All trash (including bathroom waste baskets) must be removed from the Facility and placed in the dumpster prior to closing up the day of the party. Trash cans must be returned to their proper location inside the Facility and filled with new trash bags.
- Remove all items from the refrigerator and freezer.
- Remove all decorations and their fasteners.
- Return tables and chairs to the storage closet.
- Bathrooms will be left in a usable condition.
- Upon completion of the cleanup, lock the facility and return the key to the Rental Coordinator.

Failure of full compliance with above may result in loss of some or all of the security deposit and loss of some or all membership privileges. The security deposit will be returned or shredded after the keys have been returned and BRPA inspection confirms that trash was disposed of in the dumpster, the facility has been properly cleaned, and all of the above terms have been met. Additional charges (added cleaning fee, extra lifeguard charges) will be deducted from the security deposit, and the remainder returned to the renter.

LIABILITY AND INDEMNIFICATION:

As a further condition to the rental of the Facility, I, the Renter, do hereby agree to inform all guests of each of the above conditions of use.

And as a further consideration for this rental agreement, I (on behalf of myself and each and every one of my guests) hereby release, indemnify, and hold harmless, the Bay Ridge Pool Association, Inc. and all persons associated with it from any and all liability for any and all injuries to my family and guests and any and all claims arising therefrom, including the costs of any and all claims, lawsuits and all attorney fees arising from or resulting from use or rental of the Facility.

I UNDERSTAND THAT MY SECURITY DEPOSIT WILL BE FORFEITED IF I FAIL TO COMPLY WITH THE ABOVE STATED TERMS OF USE!

Accepted By: Renter's Signature: _____ Date: _____

BAY RIDGE POOL EVENT RESERVATION DETAILS

Renter's Name (printed): _____ e-mail: _____

Address _____ Phone: _____

Date of Event: _____ Times of Event: _____

Number of Guests: _____ Children: _____ Adults: _____ Swimmers: _____

Type of Event:

- Pool Party Non-Swim Party Meeting Multi-Session Class
 Small Poolside Party (Shared Use) Non-Resident Wedding Event Member Wedding Event

Use of facilities (check one): Pool Only 2nd Floor Only Entire Facility

Will you have amplified music? Yes No

Guest List Provided (required for Small Poolside Parties): Yes No

If your Security Deposit isn't cashed, do you want your check: returned torn up?