



## **Pool Rental Agreement**

BBCC 2022

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*All persons using pool facilities do so at their own risk and in compliance with all pertinent rules and regulations.*

### **Reservations**

Briarbrook Swimming Pool may be rented for private use Tuesday, Wednesday, Thursday, Friday, Saturday, and Sunday between 7:00 and 10:00 during the pool season.

Private rentals must be made with the pool manager in the ProShop 417-649-6777. Reservation is confirmed upon submission of the following: contract signed by responsible renter and payment of appropriate rental fee and security deposit.

Alcoholic beverages must be purchased from the on-site restaurant.

### **Rental Fee**

Briarbrook Community Improvement District (Ward 3 resident): \$50/hr

Briarbrook Golf Course Member: \$50/hour

Annual Pool Member: \$50/hr

Non-Resident/Non-Member: \$100/hour

In addition, all rentals require a (1) two-hour min (2) \$15/hour lifeguard fee (3) \$100 security deposit \*Security deposit, or refundable portion, will be returned within two weeks after the function. *Separate checks for rental fee and security deposit. Checks payable to Briarbrook CID.*

Briarbrook Community Improvement District WILL NOT be responsible for loss or damage to personal property of any kind or for any bodily injury resulting from the use of these facilities.

### **Noise Restrictions**

Must not violate Carl Junction noise ordinance. Renter is liable for any fines assessed for such violations. Furthermore, renters responsible for parties that exceed county noise limits will be barred from renting the pool for the remainder of the current year, as well as the following year.

### **Rules/Regulations**

The lifeguard is responsible for strict enforcement of all regulations which are part of this contract. He/She has the authority to suspend the rental activities for violation of these regulations or for any other reason which, in his/her judgment, constitutes a hazard to persons or property. If a function must be terminated for such reasons, no portion of the rental fee is refundable, and BCID is not liable for any other costs or damages incurred by the renter. *The lifeguard may consult with the pool manager, golf professional, or BCID Board of Directors concerning enforcement actions.*

### **Cleanup**

Is the responsibility of the renter and must occur immediately after a private function. This includes; placement of all trash into appropriate receptacles, cleanup of spills, removal of decorations, and restoration of furniture items to pre-function positions. *The lifeguard will inspect pool facilities after each rental.* Minor damages or the need for cleanup by staff will be charged against the renter's deposit. If the cost of repair or cleanup exceeds the amount provided as the security deposit, the renter is liable. If collection proceedings are required to collect from the renter for such damages, the renter is liable for reasonable attorney's fees and court costs.

**Cancellation**

Can be done *up to 72 hours before function*, without penalty. If done *within 72 hours of function*, will result in forfeiture of 50% of the rental fee and security deposit. Contact shall be deemed canceled upon written confirmation of the cancellation by the pool manager. Such confirmation shall include the date and time of cancellation. Rescheduling due to unforeseen circumstances such as weather can be done without penalty.

*Renter further agrees to indemnify and hold harmless the BCID and its Board of Directors from any and all losses, demands, and claims of liability that arise as a result of any use of the pool for the function mentioned herein. The undersigned users do hereby execute this Release, Waiver of Liability, Assumption of Risks, and Indemnity/Hold Harmless Agreement (the "Agreement") for himself/herself/themselves and his/her/their heirs and any of their minors, guests, and invitees, and acknowledges the inherent risks involved in the use of Briarbrook's Swimming Pool; which risks include, but are not limited to, bodily injury, sickness, disease, or death by using the Briarbrook Swimming Pool. Users also acknowledge and understand the use of the Swimming Pool by users, as defined below, is potentially dangerous and the type of damage/injury described above can occur when using the Briarbrook Swimming Pool.*

*Renter understands any person(s) he/she engages to provide music must not operate their equipment in violation of the Carl Junction noise ordinance. Renter understands violations of Carl Junction noise ordinance, or any other law cited violation of a law or ordinance will result in forfeiture of security deposit. Additionally, the renter understands he/she is personally liable for payment of any fines assessed for such violations. Renter further understands any consumption of alcoholic beverages must be in full compliance with City, County, and State regulations, and solely the on-site restaurant can serve alcoholic beverages.*

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Renter \_\_\_\_\_ Date \_\_\_\_\_

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Briarbrook Pool Manager \_\_\_\_\_ Date \_\_\_\_\_

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Briarbrook General Manager \_\_\_\_\_ Date \_\_\_\_\_