

**DERC Pool Private Pool Party Contract**

Thank you for choosing DERC to hold your Special Event

The dates/times of your rental request will be approved once the responsible party reads, signs and returns this agreement along with required deposits to DERC Pool Manager. Please adhere to all rules and pool etiquette during your event.

DERC Pool Physical address is 380 DuPont Rd Washington, WV 26181

Payment: Payments accepted: Cash, Credit Card or check at the Pool when you make the reservation. Checks made payable to DERC.

Event cancellations: can be made by contacting the DERC Pool Manager no less than two days prior to your scheduled party date for a full refund.

Weather related cancellations must be made 2 Hrs before event for full refund.

For cancellations, please call 304-863-5360.

Contact Information

DERC Pool Manager, 304-863-5360

Chris Earley, Park Maintenance: Cell 304-991-7658 Office 304-863-3260

Amanda Bell Williams, Park President: 304-488-2065

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|  | DERC Member | Non-Member |
|   | **2 hrs 6:30p** **–** **8:30p** | **3 hrs 6:30p** **– 9:30p** | **2 hrs 6:30p – 8:30p** | **3 hrs 6:30p** **–** **9:30p** |
| **3 Guards Less than 90** | $200  | $275  |  $260  |  $360  |
| **4 Guards More than 90** | $235  | $325  |  $305  |  $420  |

**\*Rental 630pm-830pm**

**\*Rental may not exceed 150 attendees unless previously arranged with Pool Manager.**

1. Only soft, plastic and inflatable pool toys are permitted in the pool area. No food, no electronic cigarettes, no tobacco, no glass of any kind. Smoking in designated areas only.
2. If you are bringing a grill it must stay at the concession stand area.
3. All Guests must stay in designated Pool area only, do not enter any restricted areas.
4. The area reserved must be cleaned following your event. Please see checklist below.
5. Pool will be open for your event starting at 630 pm and locked promptly at the end.
6. Any special accommodation request must be made 72 hours prior to your event.
7. Everyone attending your event must adhere to all DERC safety rules, speed limits signs, and parking in designated areas only.
8. Do not bring or use any staples, nails, or thumbtacks to the Pool for decorating. No Rocks or bricks can be placed in or near the pool. The use of zip ties, tape and command strips are permissible but must be removed at the end of your event.
9. Safety Information: There is an AED device, Fire Extinguisher and a First Aid Kit Available at the DERC Pool for any emergencies.

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| **Checklist:** |  |
|  | Replace tables back in location on deck as found? |
|  | All trash must be placed INSIDE Trash bag and inside designated trash barrel with lid. |
|  | Any Spills or food must be cleaned up following event with the water hose located next to water fountain. |
|   | Remove All decorations, balloons and signs from party and place in trash |
|   | Do not leave any open or unopened food items behind at the pool |
|   | Ensure no confetti is left on the ground in all areas of the pool deck |
|   | Lounge and deck chairs must be returned to their designated spot |

This agreement released DuPont Employee Recreation Center, otherwise knowns as “DERC” from all liability relating to injuries that may occur during activity on DERC premises. I agree to hold DERC entirely free from any liability, including financial responsibility for injuries, damage to personal property or any illegal activities which may occur before, during or after the scheduled event. By signing, I forfeit the right to bring any legal suit against DERC for absolutely any reason. I also commit to following all safety rules, terms and conditions of this rental agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Full Name of Responsible Party (must be 21 yr or older)

DERC Member ID – **YES NO**

Phone Number Home \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number Cell \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Work Phone number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Alternate contact #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of scheduled event 630pm-830pm

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Number of guests attending

Amounts paid: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Check number\_\_\_\_\_\_\_\_\_\_ Credit Card \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_exp\_\_\_\_\_\_

DERC Pool staff reserves the right to cancel the scheduled event due to weather. In such an event, the Pool will refund monies already paid but not used. For example, if the Pool cancels the event prior to the start of the event, your deposit will be fully refunded. The Invited Party has up until 2 (two) hours prior to the start of the event to cancel. After that time (4:00 pm) no refund will be issued.

The Invited Party is permitted in 30 minutes prior to the rental to setup. The pool will be closed, gates locked promptly at the end of your scheduled event. Please plan clean-up to allow for on time exit of the facility. If extra time is needed, contact the onsite manager for availability.

The Invited Party, and its guests, will be permitted to swim if it is raining unless visibility of the bottom of the pool is obscured. If that occurs, then the Guards will evacuate the pool. If the Pools personnel hear thunder, then swimming will be immediately suspended for thirty (30) minutes. This time will be restarted at each instance of subsequent thunder. The Invited Party will not be allowed re-entry into the pool until thirty minutes after the last clap of thunder, provided that there is not any accompanying lightning. If lightning is seen, the Invited Party and its guests must retreat indoor at the premises. No one will be allowed to return to the pool until thirty (30) minutes have passed from the last lightning strike.

The Invited Party agrees that all of its guests, who intend to swim, will be clothed in proper swim attire during the Event. If any of the guests of the Invited Party have not been toilet trained, then those individuals MUST wear “swimming diapers”. Regular diapers will not be permitted in the pool.

The Invited Party shall be fully responsible for itself and its guests’ conduct at the Event by ensuring that they behave in a safe, lawful, and non-disruptive manner. Failure to do so will result in the termination of the Event and immediate ejection of the Invited Party and its guests. The payment for the Event will be forfeited to the Pool.

The Invited Party shall conduct its Event in the space specified at the beginning of this Section. If the Invited Party, or its guests, leave the rental space and try to move the Event to a different area within the premises, without making prior written arrangements, then the Event will be terminated, and payment will be forfeited to the Pool.

The Pool prohibits alcohol, cigarettes, illegal drugs, weapons, firearms, or any other type of dangerous ordinance in its facility. The Invited Party and guests will also be immediately ejected from the premises and forfeit their payment for the Event if not followed.

The Invited Party, and its guests, shall not commit any act of waste and shall take good care of the premises and the fixtures and appurtenances on it, and shall, in the use and occupancy of the premises, conform to all laws, orders, and regulations of the federal, state, and municipal governments, or any of their departments. If any damage occurs to the premises due to the Invited Party’s, or its guests, misuse, abuse, or neglect, then the Invited Party shall be responsible for the cost of any repairs.

Security Cameras are in place to ensure the safety and security of our Park, Staff members and guests.

**Liability**

The Invited Party, and its guests, their heirs, devisees, successors, legal representatives, and beneficiaries shall hold the DERC Pool, its employees, officers, agents and officials not liable from any and all actions, claims, liabilities, assertions of liabilities, losses, costs and expenses whatsoever, including but not limited to attorneys’ fees, which in any manner may arise or be alleged to have arisen or resulted or alleged to have resulted from the presence, activities, events and omissions of any nature whatsoever of the DERC Pool, its employees, officers, agents and officials in connection with the use and occupancy of the premises for the Event including, without limitation, any claim or claims for bodily injury or death of any persons whatsoever and for any loss or damage whatsoever, for any loss of the means of support and for any loss or damage whatsoever to property.

**Section VI-Compliance with City Rules and Regulations**

The Invited Party shall observe and comply with the rules and regulations of the Pool, which are incorporated into this Contract, and with any further reasonable rules and regulations as the City may prescribe for the safety, care, and cleanliness of the Event and the comfort and enjoyment of the Pools other patrons.

**Section VIII-Compliance with West Virginia Law**

This agreement shall be construed under and in accordance with the laws of the State of West Virginia, and all obligations of the parties created hereunder are performable in Washington, Wood County, West Virginia.

Event Coordinator: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_