**Texas Lutheran University**

**Rental Contract for TLU Mabee Pool 2019**

This is an agreement between Texas Lutheran University, Lessor, hereinafter referred to as the University, and \_\_\_\_\_\_\_ hereinafter referred to as Lessee, whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The Lessee’s designated representative is\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** who will act as coordinator for all activities related to this agreement.

**Facility: TLU Mabee Pool**

**Name of your event: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Sponsoring organization or person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Anticipated attendance: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Time reservation begins: \_\_\_\_\_\_\_\_\_\_\_ and time it ends: \_\_\_\_\_\_\_\_\_.**

**Reservation Policy**: The University will accept reservations based on the following considerations. (1) Availability is determined by the academic calendar, the university events calendar, and the suitability of your event for the TLU facility requested and the University’s mission.

**Waiver of Liability:** The Lessee shall indemnify and hold TLU harmless from any and all loss, cost and expense arising out of any suits, liability, or claim or liability, for injury or damages to persons or property sustained or claimed to have been sustained by anyone whosoever by reason of the use or occupation of the facilities herein described, whether such use is authorized or not. The Lessee recognizes the risks of using an aquatic facility

**Expectations and Regulations**: The University agrees to provide the facilities designated, adequate custodial service, appropriate lighting and equipment set up that is herein agreed to. If the Lessee desires to bring special equipment into the facility the Lessee is to seek the prior permission of the facility coordinator. The Lessee agrees to comply with all applicable Federal, State, and Local laws as well as university policies and the regulations of local police and fire agencies. The University reserves the right to control and enter the facility during any event. The Lessee will conform to all decisions made by university officials under emergency situations. The University seeks to provide a facility that is safe and asks groups to practice safety within their event. The Lessee will hold the University harmless for any lost, damaged, or stolen property or for any suits, claims and liability due to injury or damage. The Lessee may not assign this lease nor sublease the facility without written consent of the University. The University’s approval of your reservation of the facility does not constitute an endorsement of your event’s purpose or content.

**Pool Availability May 14-August 12: Fridays 10pm-9pm, Saturdays 9am-1pm and 6pm-9pm, Sundays 10am-1pm and 6pm-9pm. Spring and Fall contact Eddie Ortiz eortiz@tlu.edu or 830-372-6981.**

Assessment of Costs **per hour:**

Number of People Pool Fee Lifeguards needed

 Up to 25 $80.00 2

 26 to 50 $105.00 3

 51 to 75 $130.00 4

 76 to 100 $155.00 5

 100 to 125 $180.00 6

 **Based on these rates a typical two hour party would be $160-$360.**

The picnic area may be reserved for 30 minutes before and/or after a party for an extra $10.00 per half hour. There is no extra charge to use it during the scheduled pool time. No alcohol is allowed in the pool or picnic area.

(50% deposit due upon signing of the contract)

Deposit will be applied to group cost on the day of the party. **Every person** at the event, including those not getting in the pool (2 non-users count as one swimmer) **must be accounted for** in the number of people attending.

One check to TLU Mabee Pool may be written for the entire amount.

Age restrictions: 6 & under – 1 adult **in the pool** for every 5 swimmers.

 7 to 10 – 1 adult **in pool area** for every 5 swimmers.

 11 to 16 – 1 adult in pool area for every 10 swimmers.

**Our Child Safety Policy is as follows:**

Children 48 inches and under are issued a red wristband. Red wristbands are indicators to the lifeguards that the child is a non-swimmer. The non-swimming child also is issued a Coast Guard-approved life jacket that must be worn at all times. Should the guardian elect to remove or not utilize the life jacket, the child must remain within arm’s reach of the guardian at all times. Children who pass a swim test are issued a green wristband. Any child can be asked to perform a swim test during any visit should a lifeguard deem it necessary.

Amount Due as the Deposit (Checks payable to TLU) $\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Deposit Received \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Received by:\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (staff initial)

**Amount Due at the start of event: $\_\_\_\_\_\_\_\_\_\_\_\_\_**

The Lessee hereby pays the deposit specified above at the time this contract is made and agrees to pay any remaining charges on the date of the rental. The Lessee further agrees to pay for any damages or excessive set up and clean up charges as determined by the University.

Other stipulations attached to this contract: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*This agreement is entered into this* \_\_\_\_\_\_ *day of* \_\_\_\_\_\_\_\_\_\_, 2019\_\_\_\_\_\_\_.

By (Lessee):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By (Lessor) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature (Facility Staff)

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_