

City of Amherst City Pool Use Agreement

THIS City of Amherst City Pool Use Agreement ("Agreement") is made and entered into as of _____, 20_____, by and between the **City of Amherst, Ohio** ("Amherst"), a political subdivision of the State of Ohio, and _____, ("Licensee").

(Printed name of person renting pool)

WITNESSETH:

WHEREAS, Amherst operates a swimming facility at 960 Cleveland Avenue in Amherst, Ohio known as Anna Schmauch Memorial Pool (the "Pool");

WHEREAS, Licensee has requested permission to use the pool for private use; and

WHEREAS, Amherst is willing to grant to Licensee a license to use the pool upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

1. Grant of License. Upon the terms and conditions hereinafter set forth, Amherst hereby grants to Licensee a license for Licensee and his or her guests to use the Pool and surrounding area for swimming or swim parties for a specified period of time as set forth in this agreement. Said use will be generally after public operating hours.

2. Term. The term of this Agreement shall commence on _____, 20____ (the "Commencement Date"), at seven o'clock (7:00) p.m. and expiring at nine o'clock (9:00) p.m.

3. License Fee. As a fee for the Licenses (the “Fee”), Licensee shall pay to Amherst the sum of One Hundred Dollars (\$100.00) per use, due and payable on the date this agreement is entered into. This \$100.00 fee does not include any fees for life guards or any other individual that Licensee may hire independent of this License. There will be no refunds given under any circumstance. A rescheduled date will be offered, pending availability.

Indemnity. Licensee shall indemnify, defend and save Amherst harmless from and against any and all claims, actions, demands, damages, liabilities, costs and expenses, including attorneys' and other professional fees, in connection with loss of life, personal or bodily injury and/or damage or injury to property arising from or related to, wholly or in part, directly or indirectly, the exercise by Licensee or guests of any right or license granted to Licensee by this Agreement. The obligation of Licensee pursuant to this section shall survive the termination of this Agreement as to any incidents occurring prior to the effective date of termination of this Agreement.

Safety/Pool Life Guards:

Licensee further understands and acknowledges that he or she incurs the sole responsibility for the health and safety of his or her guests. Licensee must also hire Life Guards to be present for Licensee’s pool-party or other event. Only City of Amherst Life Guards are permitted to provide said life guard services for the use of the Pool. The minimum fee paid to said Pool Manager and Life Guards is \$100.00 per event. Said fee shall be paid directly to the Pool Manager in an independent contractor relationship. Said fee must be provided to said Pool Manager prior to any person entering the pool.

4. Manner of Use.

- a) Unless Licensee obtains the prior written consent of Amherst, Licensee shall not use the pool for any purpose other than those specified in Section 1 hereof.
- b) Licensee shall use and shall require its' guests to use the pool in a safe and proper manner and in accordance with all applicable laws, ordinances, rules, rulings, regulations and requirements of any governmental authority having jurisdiction over the pool, including but not limited to the Anna Mohr Schmauch Memorial Pool Rules and Regulations which are attached hereto and incorporated herein by reference.
- c) Licensee shall abide by and shall require his or her guests to abide by all rules and regulations promulgated by Amherst from time to time pertaining to the use of the Pool.
- d) Licensee shall not permit any minor guests to be in the water of the Pool without a responsible adult being present.
- e) Licensee shall prohibit its' guests from smoking, consuming alcohol or using illegal drugs at the Pool or surrounding area within Maude Neiding Park.
- f) Licensee shall prohibit its guest from participating in dangerous horseplay or other activity which could cause injury.

5. Maintenance Obligations. Licensee shall not damage nor permit its guests to damage the Pool or the surrounding park and buildings. Licensee shall be responsible for picking up litter and trash arising out of Licensee's use of the Pool and surrounding area.

6. Pool Close. Licensee shall not be permitted to use the Pool at any time that Amherst determines, in its sole discretion, that it is necessary to close the Pool. If such closure occurs, Licensee's \$100.00 fee will be credited towards rescheduled use. There will be no refunds.

7. Waiver of Liability. Neither Amherst nor its officials, representatives, agents, employees or contractors shall be responsible or liable to Licensee, Licensee's guests, representatives, officers, agents, employees or contractors or to anyone claiming by, through or under Licensee, and Licensee on its own behalf and on behalf of all guests, members, instructors and employees of Licensee and all other persons using the Pool pursuant to this Agreement hereby waives all claims for injury to persons or loss of or damage to property, and any and all other losses or damages which may be sustained by Licensee, any guest or any person claiming by, through or under Licensee resulting, wholly or in part, directly or indirectly, as a result of the condition of the Pool or surrounding area or as a result of the License.

8. Default. If Licensee fails to timely make any payment or fails to timely perform any obligation imposed upon Licensee by this Agreement, then Amherst shall have the right to terminate this Agreement upon not less than ten (10) days' notice to Licensee.

9. No Interest in Property. Licensee hereby acknowledges that this Agreement is a license only, and not an easement, and does not grant to Licensee any interest in or to the Pool.

10. No Assignment. Licensee shall not have the right or power to assign any of Licensee's rights under this Agreement.

11. Binding Effect. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

THE PARTIES HERETO have signed this Agreement as of the date first above written.

City of Amherst, Ohio:

Signature of Pool Manager

Printed Name of Pool Manager

Licensee:

Signature of Person Renting Pool

Printed Name of Person Renting Pool

(Address)

_____,
(City)

(State)

(Zip)

(Telephone)