

Pool Party Contract

Today's Date: _____ Date of Reservation: _____ Type of Event: _____

Morning (Before 12pm) or Evening (After 5:00pm) Circle One For Private Party

During Pool Hours 12- 5pm (Special restrictions and pricing apply) **Circle if choosing this option**

Organization Name (if applicable): _____

Contact Name (Applicant): _____ Phone: _____

Mailing Address (To return deposit): _____

Email: _____ Estimated Attendance: _____ # Under 18: _____

Note - POOL Capacity is 200, Alcohol is not allowed.-

Rates for Private Party:

- Locals (93924 address; proof provided via Drivers License or Utility bill): \$400 for 2 hours
- Non-local: \$600 for 2 hours
- Party is allowed before 12:00pm or after 5:00pm (schedule permitting)
- Price is for up to 25 people (swimmers and non-swimmers)
 - \$100 for each additional 15 people
 - If the party will be more than 25 people, CVCYC **must** be notified 2 weeks in advance in order to staff additional lifeguards
- Included in rental fee:
 - 4 tables
 - 25 chairs
 - \$10 for each additional table (6 chairs included)
- \$100 for each additional hour

During Pool Hours of Operation

- Members: \$6 for each guest (swimmers and non-swimmers)
- Non-members: \$8/guest (weekday) or \$10/guest (weekend)
- Party will take place during the hours of operation: 12:00pm-5:00pm
- Tables and chairs at the pool are available on a first come first serve basis
- One 6ft table is permitted for the party

Private Party Rentals During Normal Hours of Operation:

- Locals (93924 address; proof provided via Drivers License or Utility bill): \$2,500
- Non-locals: \$4000
- Price is for up to 100 people.
 - \$250 for each addition of 25 people.
 - If the party will be more than 100 people CVCYC **must** be notified 2 week in advance in order to staff additional guards.
- \$200 for each additional hour after 5pm.

Alcohol is not permitted at the pool at any time

*\$250 Refundable Security Deposit, returned within 30 days post event should no issues be cited. (Not required for rentals during Hour of Operating if under 20 guests)

\$_____ Total Due - as quoted in your email.

All fees are due within 14 days of booking, or do upon receipt if reserved less than 30 days prior to the event, failure to do so will result in cancellation of reservation. 50% of rental fee will be returned if event is cancelled within less than 30 days of scheduled date, cancellation must be submitted in writing. Entire amount is non-refundable if event is cancelled within 5 days of scheduled date. Deposit is forfeited if no show.

Required:

Applicants must supply their own insurance through their own insurance company/ event insurance company. Insurers must provide a **Certificate for General Liability** of the applicant's policy. The policy must include the following information: **Carmel Valley Community Youth Center, Inc., at 25 Ford Road, Carmel Valley, CA 93924 including its Board of Directors, employees and volunteers** MUST appear as an additional insured. The certificate must provide proof of at least \$1,000,000 general liability insurance covering applicant's on-premises activities. Such insurance shall include personal injury, premises and products liability. Insurance certificate must be received no later than 15 days prior to the event to avoid cancellation. Policy is due immediately if the event is reserved less than 30 days prior to the scheduled date. Facility fees for Event Rental includes Hall, kitchen, fenced patio, and BBQ only. Play structure is open at all times to everyone. Park areas not included. Use of the Park is separate and you must go through them. Please call 659-PARK. *Please be aware that some use of the park may require a fee from them.*

Write checks payable to CVCYC, mailing address is PO Box 124, Carmel Valley, CA, 93924. Scan and email contract to kristen@cvcyc.org. Please put the date of your event in the subject line.

I, the undersigned applicant, have read and understand the rules as stated on pages 1 through 5 of this contract. I agree to pay in advance, the total fees as indicated above including *full cleaning deposit which will be refunded if the facility is left in a clean condition and vacated on time.

Signature of Applicant:_____

CVCYC Coordinator for 2021: Kristen Rianda

Hold Harmless Agreement

This Hold Harmless and Indemnification Agreement is entered into by and between _____ hereafter "You" and Carmel Valley Community Youth Center Inc., here on after "CVCYC" on this day _____ in Carmel Valley, CA. You desire to rent CVCYC's pool area located at 25 Ford Road, Carmel Valley, CA 93924 to be held on:_____. The intent of this agreement is to indemnify the CVCYC from any claims arising from and related to Your use of the rental premises.

AGREEMENT FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, You agree as follows you will indemnify and hold harmless the CVCYC from any and all claims, actions, and judgment, including all costs of defense and attorney's fees incurred in defending against same, arising from and related to your use of the premises. Your actions include the acts of your agents, employees and guests. The CVCYC shall be entitled, in it's reasonable direction, to settle claims prior to suit or judgement, and in such an event You shall indemnify and hold harmless the CVCYC for any such claims paid, including the CVCYC's reasonable attorney fees incurred resulting from such claim. In the event any claim or suit is brought against the CVCYC within the scope of this Agreement, You shall pay for legal counsel chosen by the CVCYC to defend against the same.

This agreement shall encompass claims resulting from (i) furnishing of alcoholic beverages, and (ii) any services hired by You such as independent contractors. In the event that either party files suit in a court of law to interpret or enforce the terms of this Agreement, the party prevailing and such action shall be entitled, in addition to any legal fees incurred in defending against any third party claim, to it's reasonable legal fees and costs incurred in such action to interpret or enforce the terms of this Agreement. This Agreement shall be interpreted under the laws of the state of California.

Responsible Party Signature:_____

RESERVATIONS:

1. Reservations are on a first-come, first-serve basis. Payment must accompany a signed contract.
2. Carmel Valley Community Youth Center initiated and or sponsored activities, programs, or meeting will be given priority use.
3. The Carmel Valley Community Youth Center reserve the right to refuse the use of the facility to anyone including its members. **Initial Here:**_____

WEATHER

In the event of inclement weather, which may include thunder, lightning, heavy rain, any kind of serious storm or unsafe situation that limits lifeguard visibility or patron safety, CVCYC pool and deck will be cleared. Patrons will be directed inside the building until the deck is safe, the storm passes, or CVCYC staff chooses to close for the day. Please call the facility before visiting in the event of inclement weather. No refunds will be given for no-shows due to weather conditions. In the event of inclement weather, please contact Pool Rental Coordinator to discuss rescheduling options. If the weather is not serious (lightning and/or heavy rain that limits lifeguard visibility or safety), the party will not be rescheduled and a refund will not be given.

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SET UP & CLEANING:

1. No early admittance for setup allowed.
2. The organization/applicant are responsible for setup and cleanup. The CVCYC does not supply kitchen products, garbage bags or cleaning staff.
3. Clean Up responsibilities include:
 - a. Wash/wipe down tables and chairs after use - guards will set up & take down the tables.
 - b. Picking up of all trash including play area and parking lot, this includes all decorations.
 - c. All trash and recyclables must be brought in tied bags to the pool office door located inside the fenced area. *Tie all bags* due to animals, failure to place the garbage bags in the designated area will result in deduction of fees from security deposit.
 - d. Wash areas around pool if food or drinks have been spilled. Gum is not allowed at any time for protection of pool equipment.
 - e. If the park area or playground is being used by Your guests/Organization please ensure that all trash and personal items are collected. The CVCYC is not responsible for lost or damaged property.
 - f. Notify Event Coordinator when your party/event is over so that we may ensure that the pool covers are put back and that the area is secured. **Initial Here**_____

SMOKING AND USE OF ALCOHOL:

- Smoking is NOT allowed anywhere within the CVCYC properties, this includes the play area, parking lot and pool.
- Alcohol is STRICTLY PROHIBITED within the pool areas.
- No glass or breakable containers are allowed in or around the pool area.
- The sale of alcohol requires a special permit, the CVCYC will not sign alcohol permits.
- It is Your responsibility that no alcohol is provided to minors. **Initial Here**_____

EVENT RULES:

- You/Your Organization will be responsible for any damages to the facility.
- No event shall be advertised without prior consent on content or method.
- CVCYC is not responsible for any items left, lost or damaged on the premises.
- Amplified performances whether live entertainment or DJ, are subject to strict noise observance. All event noise shall not approach 85 decibels at 50 feet in any direction from its source, non-compliance may result in forfeiture of deposit. The center is located in a residential community therefore any loud boisterous behavior or disorderly conduct is not allowed. Be aware that the sheriff's substation is located in the same parking lot as the community center.
- Absolutely no parking is allowed in the red zones, violators will be subject to towing at owner's expense. Handicapped parking is available only to those who have the proper paperwork. Parking in employee spots is prohibited and may result in being towed.
- **The use of nails, staples, or screws on tables, walls or fences is not permitted. ****Confetti, glitter and/or tinsel absolutely prohibited.*****
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POOL RULES

- All event attendees and staff are subject to pool rules and regulations and must respond to lifeguards request at all times.

- **No animals allowed at the pool AT ANY TIME, all animals must remain outside of the gate no exceptions.**
- You/Your Organization &/ guests shall observe, obey, and comply with pool rules (see attached) including, but not limited to: no glass containers, no gum, no smoking, no running, no chicken fights in the pool, no diving the shallow end and no rough play.
- Personal barbecues are not allowed within the pool area unless written consent has been given by a CVCYC representative. BBQ's may be allowed outside of the pool area but must not encroach on parking area or walkways. Set up of BBQ requires contract, payment & insurance.
- No outside food allowed in the pool area if renting during pool hours of operation. Unless prior authorization has been given by a CVCYC Employee/Board Member.
- Bikes, scooters, skateboards, etc are not allowed inside fenced pool area. Including drones or radio-controlled devices.
- Lifeguards have the authority to ban swimmers from the pool for non-compliance the pool rules.
- No one is permitted in the water unless an instructor and/or lifeguard are on duty. This refers to having a lifeguard at the lifeguard station assigned to the specific duty of observing the pool and its users.
- Children 12 and under must be accompanied by an adult
- Patrons entering the pool must be properly dressed in attire that is specifically designed for swimming, swimsuits only, no cut off or t-shirts.
- Swim diapers or swim pants must be worn by infants and children who are not toilet trained this includes adults who may have incontinence issues.
- Any person having an infectious or communicable disease or open wound is strictly prohibited from using the pool . This includes but is not limited to diarrhea within the last 14 days cold, cough, fever, sore, or wearing of bandages.
- Spitting, spouting water, blowing the nose, or discharging bodily waste in the pool is strictly prohibited
- Running, hazardous activities, boisterous or rough play, or excessive noise in the pool area, showers or dressing room is also prohibited
- Please do not empty ice from coolers or drinks into the pool
- Food and drinks must be kept in the designated eating area, no food or drink is allowed in the pool at any time - for private parties only - parties during pool hours are not allowed outside food except for cake & ice cream.
- Diving in shallow water is prohibited, jumping into the pool from the side of the pool may not be done in close proximity to patrons
- Only one person is allowed on the slide or slide steps at any time
- Only one person is allowed on the diving board platform at anytime. diving from the diving board is limited to a single bounce off the end of the diving board, backflips are not permitted
- Swim test, the lifeguard will initiate the deep water swim test if needed at their discretion.
- Use of cell phones, cameras or devices with internet capability are strictly prohibited inside the restrooms and changing area.

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The CVCYC retains the right to refuse entry or remove anyone for the safety of our guests.

For questions, comments or concerns please contact the CVCYC Event Coordinator at kristen@cvcyc.org