

Saguaro Aquatics Rental Agreement

Ph. 520.638.8040

FACILITY RENTAL APPLICATION

Type of Activity _____ Date _____

Reservation Start Time _____ Reservation End Time _____

Facility Location: _____

A la Carte items _____

Estimated Number of Persons under 18yrs _____

Applicant/Responsible Party (or Organization): _____

Applicant Street Address: _____

City _____ Zip _____

Contact Phone: _____ Alternative phone: _____

FACILITY RENTAL FEES:

Party \$450	\$ _____
A la Carte items \$200 Jumping Castle	\$ _____
Additional Guard \$25/hr/guard	\$ _____
Additional Time \$100/hr	\$ _____
Security Deposit If applicable	\$ _____
TOTAL	\$ _____

PAYMENT:

- **Reservation Deposit:** 50% of facility rental fee, and entire security deposit are due at the time of reservation. The Reservation Deposit and this signed contract are required before your reservation will be confirmed.
- **Second Payment:** Balance of facility rental fee and optional items/services rental fee due 30 days prior to reservation date.
- **If application is dated less than 30 business days prior to rental date, payment in full and security deposit are due at time of reservation.**

INCLUDED with all pool facility rentals and party packages:

- Exclusive use of facility
- Lifeguards
- Party clean up: Does not include personal items (coolers, BBQ's, presents, decorations, etc)
- Stereo – Pandora, radio, and hook up for personal music devices - single speaker system.
- **This list is inclusive of all standard amenities.**

TERMS AND CONDITIONS OF Saguaro Heights RENTAL AGREEMENT

- You may arrive 30 mins prior to your reservation time for set up. A lifeguard will be present to open the facility for you.
- The pool will be cleared and covered by the guards 15 mins prior to the reservation end time. All party patrons are expected to exit the facility at the reservation **end time**. Applicant (party host) and family may remain in the facility for the purpose of cleaning and removing possessions until the guards have completed cleaning up facility (aprox. 30 mins). **Additional fees will be assessed and charged the credit card on file in the event party guests have not exited the facility by the reservation end time.**
- Lifeguards are provided for the safety of your patrons. They do not assist in entertainment.
- **YOU are ultimately responsible for the safety of your guests while they are at our facility.**
- Applicant is responsible for damage to the facility. Damage to the facility in excess of the security deposit or if excessive clean up is required, as judged by Saguaro Aquatics' staff, will be charged to the credit card file.
- Saguaro Aquatics may require applicant to furnish additional security.
- In the event of a cancellation less than 30 days prior to the reservation date, **NO REFUND**.
- If cancellation is received in writing more than 30 days prior to the reservation date, 50% of the total rental fee will be refunded. Deposit and 50% of rental fee will be forfeit. Cancellation notification must be emailed to admin@saguaroaquatics.com
- **Saguaro Aquatics reserves the right to cancel a reservation and/or event for violation of rental policy, facility policy or safety concerns. This includes the day of and during the event. In the event your party is cancelled for incimate weather your party reservation will be rescheduled. NO REFUNDS WILL BE ISSUED.**
- All decorations must be flame retardant. Use of glue, nails, tacks or staples is strictly forbidden. You may use masking tape or painters tape to hang decorations. Absolutely no taper candles – you may use floating or votive candles only. Decoration clean up is the responsibility of the party host.
- Use of any type of glitter, confetti, rice or birdseed is strictly prohibited on the premises.
- **Saguaro Aquatics reserves the right to approve any equipment or decoration.**
- NO GLASS in or near pool.
- Tables and chairs, etc must be returned to the location they are found upon arrival.
- Tickets may not be sold as an admission charge unless approved in writing.
- Smoking is not permitted anywhere on the property unless approved in writing. Failure to pick up ALL cigarette waste will result in forfeiture of security deposit and may incur additional clean up fees.
- Alcohol beverages are NOT permitted.
- Gambling in any form will not be permitted unless the applicant has received a short term gambling license. License must be provided to Saguaro Aquatics at the time of application.
- Facility rental cannot be transferred, assigned or sublet.
- Animals are not permitted unless approved in writing by Saguaro Aquatics (except service animals).
- Parking availability is not guaranteed and on any occasion may be limited.
- **Young children attending events must be under the direct supervision/control of an adult 18 years of age or older at all times and in all areas, especially the pool.**
- **Amplified music must be approved by Saguaro Aquatics.**
- This contract may be terminated or voided by Saguaro Aquatics if the information provided on this application is inaccurate and/or incorrect.

INCLIMATE WEATHER

Saguaro Aquatics staff reserves the right to discontinue the use of the pool or cancel an event up to and including the date of reservation due to dangerous weather. If in climate weather threatens, the day of the event Saguaro Aquatics will give the applicant the choice of rescheduling or continuing the event. **In the event of cancellation by Saguaro Aquatics or applicant due to in climate or dangerous weather, applicant may reschedule at no charge. NO REFUNDS will be issued for cancellations due to weather.**

HOLD HARMLESS:

The applicant hereby agrees to save, secure, and hold harmless Saguaro Aquatics, J&M LLC, Monsoon Swim Club, representatives of each, and its officers and employees against claims of action, liability, judgments, costs and expenses, including attorney fees. The undersigned applicant certifies that he/she accepts responsibility on behalf of the participants for any injury to guests, damage or theft sustained by the Saguaro Aquatics or the facility because of applicant/guest occupancy of said premises. Saguaro Aquatics is not responsible for Applicants equipment, decorations, food, or other possessions. Saguaro Aquatics is not responsible or liable for weather.

Saguaro Heights reserves the right to close down any event which poses a threat to the safety of participants or the facility or violates any of the conditions as stated in this contract.

Disagreements related to this rental agreement but not expressly covered in the agreement are the discretion of Saguaro Aquatics. I have read and agree with the terms and conditions of this entire contract.

Name of Applicant _____

Signature of Applicant _____ **Date** _____

Saguaro Aquatics Rep _____ **Date** _____

Please print, sign and mail this form to
Saguaro Aquatics
PO Box 35873
Tucson, AZ 85740