

Applicant initials _____

Saguaro Aquatics

5302 E Pima St
Tucson, AZ 85712
Ph. 520.638.8040

FACILITY RENTAL AGREEMENT

Type of Activity _____	Date _____
Reservation Start Time _____	Reservation End Time _____
*Duration may NOT be extended the day of the event.	
Pool Party Package (if applicable) _____	
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 or Party Package	\$ _____
A la Carte items	\$ _____
Additional Guard	\$ _____
Additional Time	\$ _____
Security Deposit	\$ _____
TOTAL	\$ _____

PAYMENT:

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

INCLUDED with all pool facility rentals and party packages:

- 2 certified Lifeguards for 2.5 hours
- Exclusive use of pool facility for 2.5 hours
- 30 minutes of set up time
- Foldable Tables – 4
- Seating
- Kitchen with Refrigerator, Pots/pans/utensils,
- Trash Cans and bags
- Cleaning supplies and clean up
- Stereo – Bluetooth speaker system
- Pool toys

NOT INCLUDED

- Decorations
- Table Clothes
- Cooking facilities
- Food

TERMS AND CONDITIONS OF Saguaro Heights RENTAL AGREEMENT

- Please inspect the rented facility PRIOR to submitting the rental agreement to ensure that the size of the facility, and amenities are acceptable. The rental agreement will not be voided or modified after acceptance of payment.
- 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 purposes of cleaning and removing possessions until the guards have completed cleaning up facility (aprox. 30 mins). **Additional fees will be assessed and charged to 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 provide or assist in entertainment.
- **APPLICANT is 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 personnel.
- 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 during the event. 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 painter's tape to hang decorations. Absolutely no candles may be used, other than for cakes. You may use floating or votive candles.
- 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 permitted. Alcoholic beverages may be sold if a short-term liquor license is obtained. A copy of the license must be provided to Saguaro Aquatics at the time of application.
- Gambling in any form will not be permitted unless the applicant has received a short-term gambling license. A copy of the 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).
- **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.

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HOLD HARMLESS:

The applicant hereby agrees to save, secure, and hold harmless Saguaro Aquatics, 5302 E Pima St LLC, 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 self or 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 Applicant's equipment, decorations, food, or other possessions.

Saguaro Aquatics reserves the right to close an 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** _____