

**Fairfields Swimming Club**

PO Box 52649, Turtle Creek Postal Outlet

1801 Lakeshore Road W.

Mississauga, Ontario L5J 4S6

<http://www.fairfieldsswimmingclub.com>**DATE & TIME POOL USE REQUESTED (INCLUDES USE OF SIDE YARD):****Date Requested:** _____, 2017 **Time:** _____

Pool Rental Rates: \$100/hr Members / \$150/hr Non-Members. Permits a maximum of 30 people on deck and includes 2 lifeguards on duty. Arrangements may be made for more than 30 people at a higher cost. An additional guard may be retained at a rate of \$25 per hour. Note that this permit provides the Requestor and his/her invitees (collectively, the **"Party"**) exclusive use of the swimming pool and non-exclusive use of the remainder of the site, including the side yard and the parking lot (the **"Fairfields Site"**).

ADDITIONAL SIDE YARD USE REQUESTED:**Date Requested:** _____, 2017 **Time:** _____

Additional Side Yard Rental Rate: \$25/hr Members / \$50/hr Non-Members: This allows the Party to continue their activities outside of the fenced pool area for an additional hour. This does not include lifeguards. Lifeguards can be hired at a rate of \$25.00 per hour.

REQUESTOR'S NAME: _____

FAIRFIELDS SWIMMING CLUB MEMBER: YES / NO

ADDRESS: _____

PHONE NUMBER: _____

E-MAIL: _____

MAXIMUM NUMBER OF ATTENDEES: _____

BOOKING DETAILS:

1. A deposit of \$50 and a post-dated cheque of \$100.00 for the damage/cleaning deposit is required to secure the rental booking. The remaining balance is due 14 days prior to pool use.
2. The deposit will be forfeited for cancellations made less than 10 days prior to the event.
3. The entire pool rental fee will be refunded if the pool is closed due to thunder/lightening or for any other reason deemed necessary by Fairfields Swimming Club.

4. Non-members may be requested to provide proof of liability insurance, at the sole discretion of the Fairfield's Swimming Club Board of Directors. Insurance will be required from all groups, organizations, clubs, school groups, etc. In this case, proof of liability insurance in the amount of at least \$2 million, indicating the date of the function and naming Fairfield's Swimming Club as an Additional Insured, will be required at least one week prior to the event.

GENERAL PROVISIONS

1. Available rental times will be allocated on a first-come, first served basis.
2. Fairfield's Swimming Club reserves the right to deny any rental request, at its sole discretion.
3. Fairfield's Swimming Club reserves the right to cancel this contract, at its sole discretion.
4. The Party must comply with the Pool Rules (attached as Schedule A)
5. Use of amplified sound is not permitted.
6. Consumption of alcohol is not permitted.
7. The Requestor agrees not to assign, sublet or transfer this agreement to any other person without the prior written approval of Fairfield's.
8. Fairfield's may terminate this contract and all the Requestor's rights hereunder at any time in the event of any breach or default by the Requestor or failure by the Party to follow the Pool Rules.
9. The Requestor is responsible for cleaning up any debris. A surcharge of \$100 will be charged if the Fairfield's Site is not left in a clean and tidy condition.
10. The Requestor shall be responsible for the payment in full of any costs that result from any damage done to the Fairfield's Site as a result of use under this Permit.
11. The Requestor is responsible for ensuring that the Party exits the premises in accordance with the times outlined in this Permit.

DAMAGE/CLEANING DEPOSIT: \$100.00

Damage/Cleaning Deposit to be held by Fairfield's Swimming Club relating to damages or excessive cleaning that may be required. Damage/Cleaning Deposit will be repaid to the Requestor after their event if the pool and yard area are left in a good and clean manner at the end of the event. If paid by post-dated cheque, the cheque will be available to be picked up at the pool 2 days after the event. If paid by other means, the Treasurer will process a refund payment as soon as reasonably possible.

LIMITED LIABILITY AND RELEASE

The Requestor hereby releases and forever discharges Fairfield's Swimming Club harmless, including its members, board members, officers, employees, contractors, or agents ("**Fairfield's**") and agrees that Fairfield's shall not be liable to the Requestor or to anyone for whom the Requestor may be in law responsible for, for any loss of or damage to property, personal injury or death, or any other losses, action, claims, causes of action, damages, both direct or indirect and such other costs and expenses howsoever and whatsoever incurred, suffered or sustained by the Party during or otherwise in relation to or in connection with the Party's use of the Fairfield's Site, including but not limited to, any negligent act or omission of Fairfield's, which causes or contributes to any such injury, damage, or loss.

INDEMNITY

The Requestor shall indemnify and save Fairfield's harmless from and against any loss, cost and expense incurred by Fairfield's because of any demand, action or claim brought against Fairfield's as a result of any loss or any injury to the Party, or any damage to the Party's property (including vehicles or valuables) however the said damage, loss or injury may be caused, whether by any act, omission, breach of contract or negligence or any other cause on the part of Fairfield's. Use of the Fairfield's Site is at the Party's own risk.

Sign contract and submit with \$50 deposit cheque and a post-dated cheque of \$100.00 for the damage/cleaning deposit. The balance is required 14 days prior to the event. Evidence of insurance, if required, to be submitted 7 days prior to the event.

Make cheques payable to Fairfield's Swimming Club.

I have read and agree to the terms and conditions outlined in this contract, including Pool Rules (attached as Schedule A)

Signature of Requestor: _____

Print Name of Requester: _____

Name of Organization (if applicable): _____

Title of Requestor (if applicable): _____

Date: _____

By signing this facility rental contract I hereby acknowledge my understanding and acceptance of the Terms and Conditions of this form.

RESERVATION FOR PERMIT CONFIRMED & DEPOSIT OF \$50 RECEIVED

Signature (for Fairfield's Swimming Club): _____

Print Name: _____

Date: _____

FINAL PAYMENT RECEIVED IN THE AMOUNT OF: _____

Signature (for Fairfield's Swimming Club): _____

Print Name/Title: _____

Date: _____

DEFINITIONS:

1. Fairfield's means Fairfield's Swimming Club members, board members, officers, employees, contractors, or agents.
2. "Fairfield's Site" means the swimming pool, the yard and the parking lot, comprising the entire site owned by Fairfield's Swimming Club.
3. "Party" means, collectively, the Requestor and his/her invitees.

Schedule A**Approved Pool Rules**

1. One long blast of the whistle means - clear the pool quickly. This may be an 'emergency'. After a pool check, the Lifeguards will blow two short blasts signaling to the swimmers that they may re-enter the water.
2. When not swimming, please remain behind the broken yellow line painted around the pool.
3. No one may enter the pool unless the attending Lifeguards have declared the pool open.
4. No person infected with a communicable disease or having open sores on the body is allowed in the swimming or wading pool.
5. No person shall pollute the water in the pools in any way.
6. All children under the age of TEN years must be accompanied by a parent or guardian (14+).
7. Before swimming in the deep end of the pool, all children will be tested by the Lifeguards. It is the Lifeguards sole decision to certify a swimmer for the deep end of the pool.
8. All swimmers must take a soapy shower before entering or re-entering the pool. Sun screens should be applied at least 30 minutes before entering the pool.
9. Swimmers with shoulder-length hair or longer should have their hair tied back or a cap worn.
10. All swimmers are to stay off the buoy line.
11. All small children in the wading pool must be accompanied by a parent or guardian (16+).
12. No food or drink is permitted on pool deck at anytime. Bottled water will be the only exception.
13. No person shall engage in boisterous play in or about the pool. There shall be no running on the pool deck.
14. The nature of the activities in the water as well as the toys and devices used will be at the discretion of the Lifeguards. Games may be allowed only if the attending Lifeguards have given permission based on the number of swimmers present.
15. No Pets are allowed within the club's fenced-in area.
16. Diving is only permitted from the far deep end of the pool – not from the sides.
17. Flips, twisting and back dives are not permitted. Swimmers who jump or dive into the pool must ensure their way is clear.
18. Members are responsible for introducing 'Visitors' to the attending Lifeguards. Lifeguards will test 'Visitors' as in point #7.
19. Adults and children are requested not to interfere with Lifeguards during their working hours. The office is OFF LIMITS to all members. The phone is for EMERGENCY USE ONLY.
20. All members are requested to check the Bulletin Board and Website regularly. If you have questions regarding pool procedures, please ask the Lifeguards or Board director.

**YOU ARE RESPONSIBLE FOR YOUR CHILD'S HEALTH, SAFETY AND BEHAVIOUR WHILE AT FAIRFIELDS,
REGARDLESS OF THEIR AGE.**

As revised and approved by the Board of Directors April 2015