

Falling Oaks Swim and Social Club
 810 Guilford Blvd., Medina, OH 44256
foharentals@gmail.com
www.fallingoaks.org

Falling Oaks Swim and Social Club Rental Agreement

Name (print): _____

Phone Number: _____ - _____ - _____; OK to text (Yes/No): _____

Email: _____

Date(s) Requested

Start Date: _____ Time: _____

End Date: _____ Time: _____

Pool Usage

Renter agrees to pay per person attending your event for use of the pool.

1-15 attendees: \$100 flat fee

16 - 30 attendees: \$200 flat fee

Rental Fee

Member: \$175 per day + \$100 security deposit due at time of reservation

Non Member: \$300 per day + \$100 security deposit due at time of reservation

Facility Fee	Deposit Fee	Swimming Fee	Guard Fee	Total Fees

Speaker rental is included in Facility Fee. Should the speaker be damaged, the deposit will be withheld.

Renter initiated cancellation of the rental will result in forfeiture of Deposit Fee, Swimming

Fee, and Guard fee, subject to final determination by the Falling Oaks Swim and Social Club Board.

Effective January 1, 2021, Deposit Fees will not be refunded unless a Shelter-In-Place order is issued by the local, state, or federal authorities, subject to final determination by the Falling Oaks Swim and Social Club Board.

I agree to the terms and conditions of this rental agreement. The rental includes the clubhouse, grounds and parking area. If this rental agreement includes the use of the pool certain other conditions outlined below will apply. Renter agrees to leave the premises in the condition to which it was found. I understand that to not do so may result in a partial or full forfeiture of my \$ ___\$100___ Check # _____
TOTAL AMOUNT PAID _____ DATE _____ CHECK # _____

Payment of Deposit is required to reserve rental. Full payment of all fees is due 30 days prior to rental.

(Signature) _____

Effective January 1, 2020, Falling Oaks Swim and Social Club Property will be smoke and tobacco free property. This includes, but is not limited to: cigars, cigarettes, pipes, e-cigarettes (electric cigarettes, AKA vaping), and smokeless tobacco (chewing tobacco).

Initial _____

The renter must be present in the building, pool, and/or grounds during the entire time of this rental agreement.

Initial _____

When the pool is closed, no unauthorized individual is allowed on the pool deck (concrete areas near pools). At no time should anyone climb or walk on the pool cover.

Initial _____

The renter must keep all walkways and portions of the property accessible at all

times, including, but not limited to: the stairway to the loft of the clubhouse and the stairway to the basement.

Initial _____

The renter must keep Falling Oaks internet equipment plugged in at all times.

Initial _____

The following list is a guideline to what is considered acceptable condition:

- No garbage left out and/or not placed in proper and lined receptacles. All full garbage bags must be placed in provided cans outside with the lid secured.
- All tables must be washed and restored to their original position.
- The kitchen must be properly cleaned, including all cooking surfaces and equipment. No food may be left in the refrigerator. All utensils must be cleaned and put in their proper storage place.
- All decorations must be removed from the walls, windows, and wood surfaces. All tape, string, staples, etc. must be removed and properly thrown away.
- The bathrooms must be cleaned and in good condition.
- All floors must be swept and/or mopped and restored to proper condition.
- Clubhouse must be vacated by 1:00 am. Failure to do so may result in police action, fines, and/or additional fees.

Initial _____

Confetti:

- Confetti is not to be used at any time on Falling Oaks Swim and Social Club Property. Breaking this rule will result in Security Deposit forfeiture.

Initial _____

If Using Pool Facilities along with Clubhouse Facilities:

- Only currently employed Falling Oaks Homeowners Association lifeguards may be on duty.
- Pool must be vacated by 11:00 pm. Failure to do so may result in police action, fines, and/or additional fees.
- No pool equipment may be altered, tampered with, and/or used by anyone other than an agent of Falling Oaks Homeowners Association.
- Any damage may result in repair charges and loss of use fees until the pool and its area is restored to the condition it was in prior to this rental agreement.
- All costs associated with the repair of the pool and equipment as a result of the renter or guests are solely those of the above renter.
- If the pool is closed due to weather and the guard fee was paid, the guard fee will be refunded.
- **No alcohol shall be allowed on the premises or consumed by renter(s) or any guests.**
- **It is the renters' responsibility to make sure the pool area is vacated after the lifeguard leaves.**

Initial _____

The renter is in charge of all guests/persons occupying the facilities during the entire rental agreement (including before, during, and for a reasonable time after the event/function). Any and all damages, breakage, and/or misuse of the clubhouse, pool, and/or grounds that occurs during the rental time is the responsibility of the renter and the renter will be held financially responsible for any repairs, replacement costs, and/or restitution.

Initial _____

The Clubhouse is NOT handicap accessible.

Initial _____

A reminder: Your guests are an extension of you and you are responsible for them.

Falling Oaks Homeowners Association does not dispense and/or provide alcohol. If the rental is for the **clubhouse only** alcohol may be brought in at the renter's expense, responsibility, and liability. It is the renter's responsibility to assure the appropriate age of all those using alcohol and to verify the users' condition to drive, and all other activities both on and off the premises. Falling Oaks Homeowners Association accepts no liability and/or responsibility in any way, shape, or form on this or any matter pertaining to alcohol on its premises or by the guests of the renter.

It is specifically agreed that Falling Oaks Homeowners Association shall assume none of the liabilities of Renter whatsoever. Any and all claims arising from the rental of the premises, including but not limited to the renter, his guests, or any other party on the premises or within a reasonable time after leaving the premises shall be paid by the renter and said renter **shall indemnify, defend and hold Falling Oaks Homeowners Association harmless** from any and all costs and expenses in connection with the conduct of renter, his guests or any other person on Falling Oaks Homeowners Association Clubhouse property during the rental period outlined in this agreement or within a reasonable time after leaving the premises.

This agreement constitutes the sole and only agreement respecting the rental of the clubhouse. This agreement is binding upon and shall insure to the benefit of the

parties, their heirs, administrators, executors, successors, and assigns. Renters must be at least 25 years of age and be able to enter into this contract.

I have read, understand, and agree to the above terms and conditions.

Renter

[Redacted signature line]

Printed Name

Signature

Date

Street Address

[Redacted street address line]

City

[Redacted city line]

State

[Redacted state line]

Zip Code

[Redacted zip code line]

Falling Oaks Representative Signature

Date