

**Carefree Club, Inc.**  
**Pool Rental Agreement**

Customer Information

Name: \_\_\_\_\_ (“Customer”)      Phone \_\_\_\_\_

Lot # \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

Rental Information

Date Requested: \_\_\_\_\_

Anticipated Number of Guests: \_\_\_\_\_

Length of Rental (Select One):

One Hour  
\$150

Two Hours  
\$200

Three Hours  
\$250

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Damage Deposit: \$100

Total Amount Due: \$ \_\_\_\_\_

Paid by: Check \_\_\_\_\_ or \_\_\_\_\_ Cash

Payment In Full is Due 24 hours prior to rental

This agreement is by and between Carefree Club, Incorporated (“Carefree Club”) and Customer. Carefree agrees to rent the Carefree Club Pool and related pool areas (“Premises”) located at 1202 Leisure Lane, Greenwood, Indiana 46142, to Customer for a private event (“Event”) to be held at the above time and date, for the duration specified.

Customer represents that no more than the above number of guests will be in attendance to the Event. The Carefree Club will provide at least four (4) Lifeguards on duty, throughout the Event. If Carefree Club is unable to provide the minimum number of Lifeguards for the date Event, Customer may receive a full refund. Carefree reserves the right to prohibit access to guests who, if allowed on premises, would exceed the number of guests stated herein. Customer agrees on Customer’s behalf and on behalf of Customer’s guests that Customer and Customer’s guests shall abide by all rules, regulations, orders, and directives promulgated by Carefree Club, Inc. or its staff, those both included within this agreement and posted on Carefree Club Premises, or on adjacent grounds. Customer agrees that Customer is familiar with said rules and regulations. Customer agrees to inform all guests of aforementioned rules and regulations. Further, Customer agrees and understands that failure to abide by aforementioned rules, by Customer or Customer’s guests, may result in Customer or guests being removed from the

Premises, termination of the ongoing Event with no refund given, and the forfeiture of Customer's deposit.

In addition to paying the above rental fee, Customer shall pay a deposit of \$100.00 upon signing this agreement. The deposit will be refunded to Customer so long as no damage to the Premises is present and the Premises are left clean following the Event. The above date and time for the Event will not be reserved until the deposit and this agreement is signed and received by the Carefree Club Pool Manager, Pool Chair, or their designee.

Customer may reschedule the Party for any reason up to forty-eight (48) hours prior to the Event's commencement. If Customer does not reschedule the Event within the same 2021 pool season, Customer agrees to pay liquidated damages of fifty dollars (\$50.00) to the Carefree Club.

If Carefree Club Staff determine that the Event should not occur at the above date and time due to inclement weather, the parties to this agreement shall work in good faith to reschedule the Event. If Customer elects not to reschedule the Event or otherwise does not work in good faith to reschedule the Event, then Customer agrees to pay liquidated damages of fifty dollars (\$50.00) to the Carefree Club. Further, Customer agrees to pay a thirty five (\$35.00) fee in addition to any back or other fees for a returned or "bounced" check and to pay any legal fees associated with a returned or "bounced" check.

Customer agrees to indemnify, defend, and hold Carefree Club, their principals, agents, representatives, affiliates, managers, officers, members, directors, employees, lifeguards, volunteers, and successors and assigns (collectively "Releases") harmless from and against any and all damages, losses, claims, judgements, and costs (including attorney's fees) arising from: (a) Customer or Customer's guests' use of any of the Premises, including the Carefree Club Pool, or on the adjacent grounds; (b) Customer's or Customer's guests' activities on the Premises, including the Carefree Club Pool, or on the adjacent grounds; and (c) from anything done, permitted or suffered by Customer or Customer's guests on the Premises, including the Carefree Club Pool, or on the adjacent grounds.

Customer shall be responsible for damage to the Premises, or any other part of the Carefree Club grounds caused by Customer, his/her guests, invitees, employees, independent contractors, or other agents. Further, Customer agrees to inspect the Premises both before and after the Event and to promptly notify Carefree Club staff if: (a) the Premises are not clean, neat, in a good state of repair; (b) if a defect exists that would render the Premises unsafe for the purposes of the Event; (c) if the Premises was damaged in any way during the Event.

Carefree Club does not assume or accept responsibility for damage to or loss of any personal belongings, personal property, or other articles left by Customer or Customer's guests on the Premises or on the Carefree Club Grounds prior to, during, or following the Event.

Parties agree that this agreement constitutes the entirety of the agreement between Carefree Club and Customer. Furthermore, the parties agree that ANY change to this agreement will be in writing, mutually signed by both parties.

The parties agree that this agreement will be governed by the Laws of the State of Indiana.

By Customer's signature below, Customer agrees that the aforementioned representations are true and agreed to.

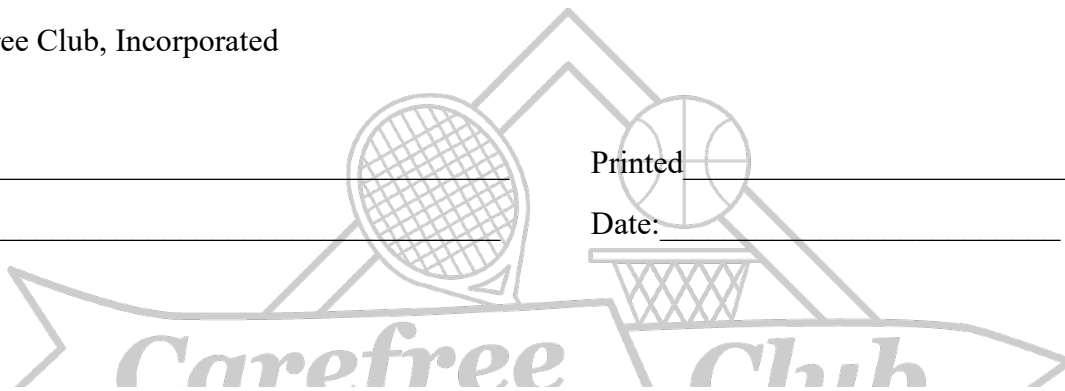
Customer Signature \_\_\_\_\_ Date: \_\_\_\_\_

Printed \_\_\_\_\_

Carefree Club, Incorporated

By: \_\_\_\_\_ Printed \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_



**Pool Rental Rules**

1. All persons using the pool will follow Carefree Staff & Lifeguard direction.
2. All persons using the pool and pool area do so at their own risk and sole responsibility.
3. No one is allowed in the pool area unless a lifeguard is on duty.
4. Diving is not allowed in the shallow end.
5. **NO glass containers inside pool gate per Indiana State Department of Health.**
6. Only swimsuits may be worn in the water. Children in diapers must wear swim diapers.
7. Persons having infectious diseases, open sores, bandages, cuts or recent vaccinations must not enter the pool area.
8. Inappropriate behavior including running, rough play, spitting, dunking, littering, or use of foul language will not be tolerated and may result in expulsion from the pool.
9. The lifeguard or authorized personnel may close the pool because of weather or safety reasons and may remove any person as deemed necessary.
10. Anyone who has or has had diarrhea in the past two (2) weeks shall not use the pool.
11. Carefree Club is not responsible for lost or stolen items.
12. Swimmers must exit the pool ten (10) minutes before the party ends.

13. \$100 deposit will be refunded if no damage is present and the facility is left clean. ***Deposit is due upon scheduling.*** The date will not be held until the deposit is received. ***Payment in full is due 24 hours prior to the party.***
14. Contact Carefree Club staff if the number of guests changes, to assure the correct number of guards. Failure to do so may limit guest access.
15. All pools will be cleared ten (10) minutes before the hour for break and the pools will close ten (10) minutes before the end of the rental.
16. A party may be rescheduled due to weather up to two (2) hours prior to the start time without penalty. A party may be rescheduled two (2) days in advance without penalty for any reason except weather. **\$50.00 will be kept** from the deposit amount if party is not rescheduled.

***Failure to abide by Renal Rules, Lifeguard Directives, and/or posted rules will lead to the expulsion of the rental and a forfeiture of the remainder of the rental's time. No refunds will be issued.***

#### **Closure of the Pool Due to Inclement Weather or Dangerous Conditions**

The pool will close for lightning within 7 miles or thunder within earshot and reopen in one hour after the last instance of lightning or thunder. Should the Pool close due to during a rental, a refund of the remaining time will be issued, prorated by half-hour.

Should the combined temperature of the air ambient and water not equal or exceed 140 degrees Fahrenheit, the pool will close, and remain closed, until the combined temperature equals or exceeds 140 degrees.

#### **Miscellaneous Provisions**

Johnson County noise ordinances begin at 10:00pm. These will commonly be enforced as Carefree is a residential neighborhood. Loud music will be turned off or down. ***If the Sherriff's are called due to a noise complaint, the rental deposit will be forfeit.***