PARTY ROOM (POOL SEASON) RENTAL APPLICATION

Rentals are not considered confirmed until a permit has been issued by a supervisor. We recommend not sending out any type of confirmation until you have received this permit.

Renter Name: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Email Address: _____

Home Phone: _____ **Cell Phone:** _____

Event: _____ **Expected Attendance (children & adults):** _____

Event Date: _____ **Child's Name & Age:** _____

Party Time - up to 1.5 hours, which includes set-up & clean up time (circle time):

Mondays – Saturdays:	*10:30 a.m.-12:00 p.m.*	*12:30-2:00 p.m.*	*2:30-4:00 p.m.*	*4:30-6:00 p.m.*
Sundays:	*10:30 a.m.-12:00 p.m.*	*12:30-2:00 p.m.*	*2:30-4:00 p.m.*	

Pizza Delivery Time: _____ **Package Type (circle package):** A B C

Package A	**Package B**	**Package C**
M: $80.00 R: $90.00 NR: $96.00	M: $110.00 R: $125.00 NR: $135.00	M: $145.00 R: $160.00 NR: $175.00
Additional Deposit: $50.00	Additional Deposit: $50.00	Additional Deposit: $50.00
1.5 hours in party room	1.5 hours in party room	1.5 hours in party room
2 pitchers of soda	4 pizzas	8 pizzas
cups	3 pitchers of soda	3 pitchers of soda
30 total guests	paper products	paper products
unlimited swimming after room usage	30 total guests	30 total guests
	unlimited swimming after room usage	unlimited swimming after room usage

Pizza/Soda Quantities

Cheese: _____ Coke: _____ Orange Soda: _____

Pepperoni: _____ Diet Coke: _____ Lemonade: _____

Sausage: _____ Sprite: _____ Fruit Punch: _____

Total Pizza: _____ **Total Sodas:** _____ **Additional Soda ($4) & Pizza ($8) are available.**

Renter Initials _____

FOR OFFICE USE ONLY

Package Fee: _____ **Additional Pizzas:** _____
Deposit: _____ **Additional Sodas:** _____
1st Payment: _____ **Paid:** _____
Remainder Due: _____ **Paid:** _____

REGULATIONS/INFORMATION

1. Reservations will not be accepted more than twelve (12) months in advance.

2. Rental includes the use of the room(s), tables and chairs. Pizza and soda are available with certain packages. A total of 30 guests (adults and children) will be allowed during the party.

3. Activity exceptions:

- **A.** Retail or commercial sales of any kind without written approval of the Director of Parks and Recreation.
- **B.** No public auctions may be held in at The Timbers.
- **C.** Silent auctions may be held by special permission.
- **D.** No for-profit events.
- **E.** Only beer or wine is allowed in the party room. No hard liquor or glass bottles will be allowed.

4. Rental dates will not be held without this signed agreement and paid refundable security deposit. The rental fees are due forty five (45) days prior to the rental date. If the balance is not paid forty five (45) days prior to the rental date, your reservation will be cancelled and your rental fee will be retained by the City of Eureka. Your deposit will be returned. Changes to your party package must be made at least fourteen (14) days prior to you party. Changes in pizza and soda quantities must be made at least 72 hours prior to the party.

5. No more than four (4) weekend days per calendar year may be reserved by any one organization/individual (Friday - Saturday), unless approved by the Board of Aldermen.

6. Cancellation of the rental agreement must be submitted in writing no less than forty five (45) days prior to the rental date; otherwise, the rental deposit is forfeited.

7. Damage/cleanup deposit refunds will be refunded back to the credit card used, or mailed 3 - 4 weeks after the completion of the rental if paid by cash/check. Should any damages and/or insufficient cleanup occur:

- **A.** Damage or insufficient cleanup will be noted on check-out sheet.
- **B.** The renter will be contacted within ten (10) business days via written notification of any cost incurred by damages/insufficient cleanup.
- **C.** The damage/cleanup cost will be deducted from the damage/cleanup deposit.
- **D.** The amount of the damage/cleanup cost which exceeds the deposit will be billed to the renter. The renter agrees to pay the damage/cleanup cost within ten (10) days of notification.
- **E.** Failure to vacate the party room after 1.5 hour limit.

8. Rental Hours:

- **A.** Rentals may occur during the following times:
  Mondays – Saturdays: 10:30 a.m-12:00 p.m., 12:30-2:00 p.m., 2:30-4:00 p.m. or 4:30-6:00 p.m.
  Sundays: 10:30 a.m-12:00 p.m., 12:30-2:00 p.m. or 2:30-4:00 p.m.
- **B.** Renters cannot access the party room before their party start time. Any set-up and clean-up time must be included in the party time.
- **C.** Party room must be cleaned and vacated by the party end time (1.5 hour limit).

9. Each guest will receive a party wristband that must be worn at all times in the facility. Renters will be required to provide The Timbers with a list of party guests at least 72 hours prior to your party. Only those on the list will be provided with a party wristband. All others will be required to pay The Timbers daily rate and will not be allowed in the party room.

10. Weather Policy: If your party has been swimming for less than 1 hour and the pool is closed for the **rest of the day** due to inclement weather, you will receive a refund of 50% of your rental fees. If your party has been swimming for more than an hour, no refunds will be issued. The wristbands that your guests receive will allow them to come back to the pool at any time during the day of your party.

10. Renter responsibilities:

- **A.** If the renter is not able to attend the rental function, he/she must designate another person responsible for the function and inform Parks & Recreation staff. Staff must be notified of any changes at least 72 hours prior to the rental. The renter is liable for all damages/cleanup as stated in the contract.
- **B.** Guests are restricted to the rental area of the building.
- **C.** Outside food and beverages, with the exception of a dessert are not permitted. All food and beverages must remain in the party room.
- **D.** Upon arrival and departure, the renter will check in with a staff member.
- **E.** Decorations are limited to table top decorations. No decorations are to be hung from the light fixtures, celling or walls. ****CONFETTI/GLITTER IS NOT PERMITTED.****

Renter Initials _____

G. All items brought into The Timbers MUST be removed by the renter before leaving the building. The City will not be held responsible for any items left behind. Items rented from outside companies must be removed following the event. Renter agrees that it will not seek recovery from the City of Eureka for any lost or stolen items.

H. Renter must notify the building attendant immediately of any spills, broken items or items not working properly.

I. All City-owned property must remain inside of The Timbers at all times. City staff will be responsible for setting up and breaking down tables and chairs.

J. No open flames are allowed. Candles must be in a contained area, such as votives or hurricanes, at all times.

K. All facility, pool and gymnasium rules must be abided by at all times.

L. All pool parties require one swimming adult per 4 children ages 2 - 5 and one swimming adult per 10 children ages 6 - 12.

11. Smoking (including e-cigarettes) is not permitted inside The Timbers.

12. The renter has the right to use the specified premises, as stated in the contract, and no other. The renter shall not sublet the premises.

13. The renter shall use the facility in a safe and careful manner, and shall comply will all applicable Municipal, State and Federal Laws, and rules and regulations as prescribed by the Fire and Police departments. The renter shall not in any way, mar, deface, alter or damage any part of the facility. The renter agrees to be responsible for any actions of its guests/invitees.

14. All portions of the sidewalks, entries, passages, vestibules, halls, doors and all ways of access to the premises and into any place on the premises shall in no way be obstructed by the renter.

15. The renter shall indemnify the City from all loss and expenses from liability, or claim of liability, for injury or damage to person or property claimed to have been sustained, through use of the facility, whether such use is authorized or not. The renter shall pay for any and all damages, or loss or theft to the property done by the renter, or guests, patrons, employees or invitees of the renter.

16. The renter releases the City of Eureka, its employees and agents, from all liability for any loss, injury or damages to persons or property that may be sustained through rental of the facility.

17. In the handling or custody of property of any kind shipped or delivered to the premises at any time, the City and its employees shall act solely for the accommodation of the renter and shall not be liable for any loss, damage or injury to such property.

18. No rental agreements will be accepted signed by persons under 18 years of age. Persons 20 years and younger will be instructed that no alcohol will be permitted on the premises.

19. It is agreed by and between the parties hereto that the ordinances of the City and policies of the Parks and Recreation Department shall be and are a part of the rental agreement, as though they were set out in full herein.

20. The City reserves the right to cancel any reservation with cause or to require such additional safeguards, before or during the function, as it may deem necessary. If the City chooses to cancel any reservation, all rental fees will be refunded.

21. This rental agreement and all terms and conditions shall be binding to the benefit of the parties hereto, their heirs, executor, administrators, personal representatives, successors and assigns.

22. As the renter identified on page one (1) of this agreement I have read and agree to comply with all regulations.

23. My signature on this form further gives permission to the City to take photographs/videos of me, and my family, if applicable, at this event and to use these images for future promotions.

24. I represent that I have the authority to enter into this agreement and bind myself and my company to the terms of this agreement.

25. I agree to comply with all occupancy standards set for the room(s) I have rented and acknowledge that my event will be stopped if I exceed the occupancy with no refund from the City.

26. If the City of Eureka undertakes any collection action to recover any sums due under this agreement, the renter agrees to pay all the expenses, costs and reasonable attorney's fees incurred by the City.

IN THE WITNESS THEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____ , 20_____.

BY:_____ BY: _____

CITY OF EUREKA **RENTER**