

I. THE ATHOLTON SWIM CLUB LEASE AGREEMENT - CAMPS/DAYCARE PROVIDERS.

This lease agreement, made and entered into this ____ day of _____, by and between

The Atholton Swim Club hereinafter referred to as "ASC" and _____

hereinafter referred to as "Lessee," sets forth the covenants and provisions of the lease by The ASC of the facilities described below to the Lessee.

II. CONSIDERATION. As consideration for the right to use the ASC pool facilities, in accordance with the conditions set forth herein, Lessee agrees to provide **The ASC prior to or on the first day of camp** the following:

- Camper's waiver documents for each camper, located on the ASC website under forms/document.
- Copy of the camps liability insurance prior to the first day of camp.
- Payment of \$4/day/camper. Payment in full will be made on Friday for the current week.
- Bonded, Associate, and Cuda members of ASC do not need to provide the release of liability or the camper fees.
- Notification of the names of ASC members that will be attending camp.

In addition

- Camp Counselors will be expected to supervise and interact with the campers each day and spend the initial time at the pool reviewing the rules of the pool.
- ASC is not liable for injuries, etc. sustained by campers due to the Lessee's counselor's negligence in the supervision or interaction of their campers.
- ASC is not responsible for any items lost/stolen on the premises by staff or campers of Lessee's please encourage campers to leave valuables at home.
- **ASC will pay the Lessee \$50 for any new bonded member and \$25 for any new Associate members** (Does not include Cuda memberships) that state the Lessee as the referral source on the new member application after payment for the membership has been received.
- The ASC shall only be responsible for providing lifeguard(s) on the premises and not any additional costs relating to the lessee's use of the premises.

III. TIME AND PURPOSE OF USE. The use intended by the Lessee is for a Day Camp or Child Care Provider the session dates are between Date _____ and _____ The time is from ____:____ until ____:____. The times stated above include setup and cleanup times and Lessee agrees to use the facilities **ONLY during stated times without prior approval by The ASC**. If the Lessee arrives late, the time will not be extended. The Lessee shall provide and pay for any other requirements of Lessee with respect to use of the premises and shall only use the premises in the manner set forth herein

and consistent with this lease agreement and the ASC Rules and Regulations. Each is incorporated herein as if fully set forth at length herein.

- IV. RESTRICTION OF ATTENDANCE. The Lessee shall admit to the pool facilities a maximum of 35 campers. For the Lessee's protection, The ASC shall provide one (1) lifeguard for every twenty-five (25) guests in attendance.
- V. CONDITION OF PREMISES. The Lessee is responsible for cleanup expenses and/or damages to the property caused by the Lessee's staff and/or campers.
- VI. SAFEGUARDING OF PROPERTY. If the pool facilities or any portion of the premises, during the term of this lease agreement, are damaged by the act, default or negligence of the Lessee, Lessee's agents, employees, patrons, guests, or any person admitted or allowed to enter the said premises by Lessee, the Lessee shall pay to The ASC upon demand such sum as shall be necessary to restore said premises to its original condition, including all reasonable attorney fees and court costs as incurred.
- VII. INDEMNIFICATION. LESSEE AGREES TO HOLD HARMLESS THE ASC FROM ANY AND ALL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS LEASE AGREEMENT, LESSEE'S USE OF THE PREMISES, OR THE USE BY A THIRD PARTY INCLUDING BUT NOT LIMITED TO LESSEE'S INVITEES' USE, CONDUCT OR ACTIONS ON OR RELATING TO THE PREMISES, OR IN ANY MANNER RELATING TO THE SUBJECT MATTER OF THIS LEASE AGREEMENT. SUCH INDEMNIFICATION OF THE ASC SHALL INCLUDE BUT NOT BE LIMITED TO SUITS OR OTHER INSTRUMENTS OF LAW AS MAY ARISE, AS OCCASIONED BY INJURIES SUSTAINED OR DAMAGES INCURRED BY LESSEE OR ANY THIRD PARTY DURING LESSEE'S USE OF THE PREMISES.
- VIII. CANCELLATION POLICY. Reservations for the facilities can be canceled without penalty up to seven days prior to the date of the reservation. If cancellation is made less than seven days prior to the event, the rental fee will not be refunded.
- IX. EVICTION. The ASC, through its authorized representatives, reserves the right to refuse the use of the facilities to any person, organization, or others requesting use of such facilities, or to evict any person or organization for misconduct, or when deemed to be in the best interest of The ASC. In the event of eviction for reasonable cause, Lessee shall forfeit any and all sums prepaid for the occupancy under this lease agreement, and will be responsible for the cost of lifeguards incurred prior to eviction.
- X. By signing below, I agree to be personally liable for any breaches hereof or claims arising from this Lease Agreement and to the extent I am executing this Lease Agreement on behalf of a group. Company or organization, I have been duly authorized to do so.

I affirm that I have read and been provided a copy of this lease agreement, ASC Rules and Regulations, and that I agree to abide by the terms of this Lease Agreement, and the ASC Rules and Regulations.

Lessee _____ Camp/Day Care Provider's Name

_____ Printed Name of authorized representative

Signature _____ Date _____

Telephone No. _____

Accepted by _____

Atholton Swim Club Representative