



1203 West Woodcroft Parkway

Durham, NC 27713

Phone 919.489.7705 \* Fax 919.419.0554

## POOL RENTAL CONTRACT

Thank you for choosing the Woodcroft Club for your event!

Please read and complete the following rental contract in its entirety. It is your responsibility, as the Renter, to direct any questions to the Club Managers pertaining to policy. Please note: the Woodcroft Club reserves the right to refuse rental to any individual or organization without explanation. Upon your signature and initials, you agree to the Club's rules and policies in this rental contract. The Renter's signature OR initials are required on every red line.

Rentals will not have access to the Pool prior to 8:30 pm during the pool season Saturday through Thursday or prior to 9:30pm on Friday evenings. All Clubhouse rentals must end by no later than 1:00am.

### RENTER INFORMATION

Name \_\_\_\_\_

Cell Phone \_\_\_\_\_

Address \_\_\_\_\_

Home Phone \_\_\_\_\_

\_\_\_\_\_

Work Phone \_\_\_\_\_

Email Address \_\_\_\_\_

### RENTAL INFORMATION

Date of Rental \_\_\_\_\_ Total Rental Hours \_\_\_\_\_

Time of Rental (includes setup and breakdown) \_\_\_\_\_

**Rental Fee:**  \$250 members  \$350 non-members

*\*Full payment of rental is required at least 2 weeks prior to rental date.*

*If reserved within 2 weeks of rental, then full payment is required with contract by credit card.*

Description of Rental \_\_\_\_\_ Number Expected: \_\_\_\_\_

*\*Due to the fact that multiple events can be conducted simultaneously, parking is on a "first-come, first-served" basis.*

Which of the following will be used / served?

Food  Beverages  Decorations  Music/DJ  Ice  Folding Tables

*\*The Club does not have an exclusive arrangement with any caterer. You are welcome to contract separately with the caterer of your choice, or provide your own food. The Club does not have a kitchen and there is no access to refrigeration. However, a microwave and ice machine are available for use. Any contracted work, i.e. caterers or DJ's must also comply with the agreed upon rental time or additional fees will be charged.*

Will alcohol be needed for your Event?  Yes  No **Bartender Fee: \$15/hour x \_\_\_\_\_ # of hours=\_\_\_\_\_**

*\*Our Club is a licensed on-premise facility by the North Carolina Alcohol Beverage Commission. This means that ALL alcohol consumed on the premises (including Club house/pool/deck areas) must be purchased from the Club and served by a Club Bartender.*

**LIFEGUARD FEE**

I understand that Lifeguards are required for any pool rental, swimming and non-swimming. The rental fee does NOT include the cost of lifeguards. I also understand that I must pay the Lifeguard Fee with the full payment for the rental and the Club will provide the lifeguards. Lifeguards must be present from the start of the rental to the end of the rental, including clean up time. The lifeguards are the last ones to leave the pool premises.

I understand that the Lifeguard Fee is a rate of \$15.00 per hour per guard (MINIMUM of 3 lifeguards required). The Club reserves the right to require more than 3 guards to be on duty during the event for groups over 75.

Number of People Expecting: \_\_\_\_\_ Total Guards Required: \_\_\_\_ (Manager Initial: \_\_\_\_)

**Lifeguard Fee: \$15/hour X \_\_\_\_\_ # of Guards X \_\_\_\_\_ # of Hours = \_\_\_\_\_**

**RESERVATION FEE**

**\$ 50 Facility Reservation Charge:**

Woodcroft Club rentals are on a first come, first served basis. Along with a completed contract, the Renter is required to pay by credit card a \$50 non-refundable Reservation Fee. The rental date will not be secured until this payment and contract are received. This payment is applied towards the total rental fee. Please note, the Club only accepts Visa and MasterCard. If the rental is cancelled within 14 days of the rental date, the Club retains 50% of the total rental fee.

Credit Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ 3-Digit Security Code: \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

This credit card will also be kept on file for security purposes and must be provided regardless of the primary method of payment for the remaining Rental Balance. It is required to provide a signature under the credit card you listed. This signature enables the Club to charge any excessive damages or cleaning charges incurred from rental use to the credit card listed if the sum of damages is greater than the security deposit.

**WEATHER POLICY**

Following the Club’s weather policy, lifeguards are responsible for clearing the pool for thunder or lightning. For thunder, all individuals must remain out of the water for 30 minutes. In the case of lightning, all individuals must remain out of the water for 30 minutes AND clear the pool deck.

If there is poor weather prior to the start of the rental, the lessee may cancel the rental for a full refund minus the \$50 reservation fee or reschedule for another available day. Please call the Club the day of the rental if weather is questionable.

**INITIALS** \_\_\_\_\_

**SECURITY DEPOSIT**

**Members:** As a Member of the Club a separate check is not required to hold this fee. In the event the Renter does not fully carried out all the terms and conditions listed in this Contract, all or part of the Security Deposit shall be charged to the Credit Card on file. If you would like to provide a different card number or separate check, please notify management upon delivery of this contract. Please circle preference below.

**Amount: \$200**     **Credit Card on File**     **Check: #** \_\_\_\_\_    **Date:** \_\_\_\_\_

*\*If a check is returned due to insufficient funds, full payment plus the returned check fee must be paid in cash.*

**Non-Members:** All rentals require a \$200 Security Deposit be paid by separate check upon receipt of final payment. Security Deposit will be returned by mail to Renter within 10 days of the expiration of this contract, provided that the Renter shall have fully carried out all the terms and conditions listed in this Contract. **All or part of the Security Deposit shall be forfeited if the renter neglects any of the responsibilities listed on this contract.**

**Amount: \$200**     **Check: #** \_\_\_\_\_    **Date:** \_\_\_\_\_

*\*If a check is returned due to insufficient funds, full payment plus the returned check fee must be paid in cash.*

## Security Deposits Automatic Full/Partial Forfeitures

This list includes but is not limited to:

- If any damage is sustained to the Club, pool, or surrounding area while in possession of the rental key.
- Renter Occupancy exceeds the times specified for the event.
- Renter does not leave the facility in a clean and rentable condition such as it was found.
- If the Renter sets off a false 911 call, non-emergency fire alarm, or any other action causing the evacuation or the need of emergency personnel or Club Management to arrive for an unneeded cause prior to, during or after an event.
- Renter must be present at event at all times, NO EXCEPTIONS.
- The Renter and all guests on the property during the rental are to use only those areas of the facility that are specified on the contract.
- Full Deposit will be lost if alcohol was found to be present at an event that was stated in the contract to be alcohol-free.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

### RENTAL RULES

1. The Renter whose name appears on the rental contract must be 25 years of age or older and must be **ON-SITE** during the entire rental function. Any function for those under the age of 18 must have adult supervision at all times.
2. Promotional materials or items distributed prior to or during the event by mail, via the internet, or by hand, must be approved by Club Management at least 7 business days prior to distribution. The Woodcroft Club reserves the right to edit all materials. Any unauthorized promotions may result in cancellation of the event and loss of security deposit.
3. The Renter must have all decorations approved by Club Management and may not use any decorations that will cause damage to the walls, wood, floor, windows or any other part of the Club. Decorations may be attached by string only, NO staples, screws, nails, or tape of any kind is permitted. Confetti is not permitted. We do not allow candles, tiki torches or open flames of any kind, without prior approval by management.
4. If you must arrive early to decorate or stay after to clean up, that time must be included as part of your rental usage time and preapproved my management. Any contracted work, i.e. caterers or DJ's must also comply with the agreed upon time. The Renter must supply any additional tables, chairs, etc., that may be needed and are not on the premise. If any additional equipment is going to be used, please make arrangements with Club Management no later than one week prior to the event. All additional equipment must be removed when the rental is scheduled to finish unless other arrangements are made with the Club Management. If this rule is not complied with, additional fees may apply.
5. Management has the right to be present or visit the Club during the rental to make sure all the rules and policies are being followed. If during the visit Management finds any rule violations, the Manager on Duty will enforce such rules and/or end the function with loss of fee and deposit.
6. I understand that surveillance devices may be used on the premises at any point prior to, during or after my event. The purpose of such surveillance devices is for the safety and security of guest and the property of the Woodcroft Club. I understand that the video from the surveillance devices may be used as evidence for prosecution or damage assessment if necessary.
7. In compliance with the Durham County Noise Ordinance, all rentals are required to play any music in moderation so that it does not disturb area residents. If noise complaints are made or staff has had to repeatedly request that the volume be lowered, the Club reserves the right to terminate the Renter's contract without refund of fees or deposit. The Noise Ordinance is strictly enforced after 11:00 p.m. It is the Renter's responsibility to make any contracted workers aware of this county policy and understand that the Durham Police department has the authority to terminate the event should said event become too loud or unruly.
8. The Woodcroft Club will not be responsible for any Acts of God such as extreme high or low temperatures, winds, hurricanes, power failures, flooding or fire. We take every precaution to provide a safe, comfortable and enjoyable environment for unknown circumstances or acts beyond our control. If the Clubhouse becomes unavailable, all security deposits and rental fees will be refunded to Renter.

9. The Renter may NOT charge admittance to the Club during the rental.
10. Attendance at the event may not exceed the number specified in this contract.
11. The Club reserves the right to require an off-duty Durham Police Officer to be present at any event during the entire party if deemed necessary by the nature of the event at the expense of the Renter.
12. There is NO SMOKING permitted anywhere on Club property.
13. Glass is not permitted on the pool deck; this includes any dishes used by caterers.

**I have read and agree to abide by and enforce all rules that have been listed above.**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

## **CLUB RULES :**

### Facility Rules

- Management has the right to ask any person whom they consider unruly or intoxicated to leave the premises.
- No smoking is permitted in the clubhouse, on pool deck, in the fitness room; on tennis courts, or on Club property.
- The Club is not responsible for lost or stolen articles; those left for over one week will be donated to charity.
- Gender appropriate bathrooms must be used for anyone over the age of 5 years.
- Members are responsible for informing their guests of all Club rules.
- While breastfeeding, women are asked to please be discrete and mindful of other members and patrons.
- Management reserves the right to ask any one who is not obeying Club rules to leave the facility.
- Members and/or guests are not permitted to bring alcohol not purchased at the Woodcroft Club onto Club property.
- Proper ID required to purchase alcohol.
- Overly obvious public displays of affection are not appropriate anywhere on Club property. Members and guests are asked to respect others and remember that the Club is a family oriented facility.
- The Club is a licensed premise by the Alcohol Beverage Commission. This means that any alcohol consumed on the premises (including pool/deck areas) must be purchased from the Club's bar or snack bar. Strict ABC Laws must be abided by. Any outside alcohol brought onto Club property will have to be removed from the premise immediately.

### Parking Lot Rules

- Drive slowly and cautiously through the parking lot.
- Please park in marked spaces. Do not park around curbs or fire zones.
- No long term parking is permitted without authorization from Management. Violators may be towed at owner's expense.
- All bikes or scooters must be placed in bike racks. The Club is not responsible for lost or stolen bikes or scooters and encourages them to be locked up.
- No Smoking is permitted in the Parking Lot.

### Pool Rules

- Children under 12 must be accompanied by a parent or person over 14 years of age.
- Children using flotation devices must be accompanied by a parent or guardian over 14 years of age.
- Children under the age of 6 must be closely supervised by an accompanying adult.
- Children wearing diapers must have vinyl pants over the diaper and under the bathing suit. The Club reserves the right to ask for a child to be removed from the water if they do not have on vinyl pants. Vinyl pants may be purchased from the Club for \$2.
- Proper bathing suits are required for swimming. No cut off shorts or thongs allowed.
- Please shower before entering pool.
- No diving in any areas less than 5 feet.
- No glass containers of any kind permitted on pool deck.
- No food or drink allowed in the pool.
- Persons with skin disorders may be denied use of the pool.
- No pets allowed within pool deck area. Exceptions will be made for guide animals.
- Adult swim is for persons 18 years or older.
- Infants under one (1) year must be accompanied by a parent/guardian with direct contact at all times during adult swim. Children over 1 year old must sit out during adult swim. Children's arms, legs, and all body parts must be out the water during adult swim.
- No rafts permitted without approval from Management.
- No running or horse playing around the pool.

- No water guns permitted within pool deck area.
- No playing or cutting through the lap lanes, these lanes are reserved for lap swim only.
- Kickboards are for use as swimming aids and/or swimming instruction; no standing, sitting, or horse playing allowed.
- The pool furniture is not to be removed from its location on the pool deck.
- Refrain from talking to lifeguards while they are on the stands.
- Lifeguard's instructions must be obeyed at all times by members and guests for maximum safety.
- Persons entering pool after closing time will be trespassing and subject to arrest.
- Management has the right and responsibility to close the pool when deemed necessary for safety measures or for group Club events.
- Members and/or guests are not permitted to bring alcohol not purchased at the Woodcroft Club onto Club property.
- Pool Hours are subject to change or closure by Club Management's discretion.

Slide Rules

- Swimmers must stay clear of the catch pool and slide exit area.
- Riders must exit the catch pool immediately after use.
- Children less than 48 inches tall who are *unable to swim* may only use the slide with a parent.
- Parents may assist their child out of the water in the catch pool if necessary, but they cannot stand in front of the slide to catch their child. Parents may wait at the steps if needed.
- Only one person at a time allowed down the slide, excluding a parent and small child as described above.
- Please walk up the steps and make sure the catch pool is empty before beginning slide run.
- Riders must go down on their back with feet first.
- No flotation devices of any kind permitted on the slide, including those in bathing suits.
- No diving from the slide into the catch pool upon exiting the flume.
- Do not reach into the slide from the deck area.
- No wading on the steps or in the catch pool.
- Do not stop or block the flow of water from the slide.
- No balls or toys on the water slide.
- No goggles, masks, glasses or hats permitted on the slide.

Deep End Diving Rules

- Only one diver on the board at a time.
- Only one bounce on the board and divers must jump straight out from board.
- No running or horse playing on diving boards.
- Divers are not permitted to go off diving boards simultaneously, they must alternate.
- No inward rotation dives off boards.
- No goggles, masks, glasses or hats allowed when going off boards.
- No flotation devices permitted in the deep end, including kickboards.
- If boards are not in use, 'Free Swim' is up to the discretion of the lifeguard on duty in the deep end.
- During 'Free Swim,' a maximum of 15 swimmers are allowed in water at one time.
- Lifeguards and management reserve the right to end any games in the deep end if deemed unsafe.

**I have read and agree to abide by and enforce all rules that have been listed above.**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**CLEAN-UP FEE & PROCEDURES**

I understand that given the nature of the rental, the Lessee is required to assist in the clean up of the pool deck. Management reserves the final determination of cleaning fees required based on scope of rental.

Required cleanup:

1. Throw away all trash on tables, chairs, and pool deck.
2. Empty all trashcans and place bags at pool entrance for lifeguards.
3. Return pool furniture to proper locations (as found at start of rental).
4. All personal items (decorations, food trays, stereo, etc.) must be removed from the premises.

INITIALS \_\_\_\_\_

**ALARM POLICIES**

Management reserves the right to retain the full Security Deposit if the Renter sets off a false 911 call, non-emergency fire alarm, or any other action causing the evacuation or the need of emergency personnel or Management to arrive for an unneeded cause prior to, during or after an event. This fee is to cover charges billed to the Club by the City of Durham for a False Alarm Call. It is also the full responsibility of the Renter to make sure that the facility is secure upon leaving.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**BEER AND WINE**

**Will alcohol be needed for your Event?**  Yes  No  
*If yes, please see the Alcohol Request Form on the final page of this contract.*

**Our Club is a licensed on-premise facility by the North Carolina Alcohol Beverage Commission. This means that ALL alcohol consumed on the premises (including Club house/pool/deck areas/parking areas) must be purchased from the Club and served by a Club Bartender.** If the Renter purchases beer or wine from the Club, the renter is able to take any **unopened** beer or wine off the premises, **IF it is sealed in the manufacturers’ original container.** Members and/or guests are not permitted to bring outside alcohol to the Woodcroft Club or onto Club property. The Renter must obey all state alcohol regulations and is responsible for fines should those laws be violated. Management thanks you in advance for your cooperation with ABC laws.

If any alcoholic beverages are to be served during the rental, the Renter assumes full responsibility. The Renter will be required to pay one of the Club’s bartenders for the start time that alcohol will be served through the remainder of the event. The fee to have a bartender is \$15 per hour and will be included in your total balance.

Only beer and wine may be served to guests at your event. **No liquor.** You may **not** charge for beer or wine. **NO brown bagging is permitted by guests.** The Renter understands that no one under the age of 21 can be served or consume alcoholic beverages; no one who is intoxicated can be served alcoholic beverages and is responsible for fines should those laws be violated. Any intoxicated guest must not be permitted to drive home when leaving the Renter’s function. The Renter assumes full responsibility for guests when alcohol is served. Final service of alcohol beverages (“last call”) shall be 30 minutes before consumption must cease. Consumption of alcoholic beverages must cease at the conclusion of the event or at 2am, whichever occurs first.

I acknowledge that alcoholic beverages will be served on the facility grounds at my event and understand it is my responsibility to comply with laws concerning the possession and consumption of same.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

*\*Full Deposit will be lost if a Renter turns in a contract that has been signed stating alcohol was not needed at your event and Management finds out it was present at time of rental. (Any renters not abiding by state and local laws are subject to fines and/or criminal charges.)*

The Woodcroft Club requires a Durham Police Officer(s) **throughout** all functions when **alcohol** is being served on the Club grounds. This security is required for the protection of all individuals involved. The Woodcroft Club will arrange for this service. The fee to have a police officer on duty is \$25 per hour for each officer. If attendance at the event is expected to exceed 100 people, Renter must have a second officer on duty. A minimum officer shift is 3 hours. If a party is scheduled less than 48 hours in advance, the fee for police officer(s) on duty is \$35 per hour.

**Officers Required:** \_\_\_\_\_ x **\$25.00** x Hours \_\_\_\_\_ = \$ \_\_\_\_\_

**Initials** \_\_\_\_\_

**LIABILITY**

The Renter hereby agrees to indemnify and hold harmless the Woodcroft Club and all owners, officers, directors, employees, and agents and all their successors and assigns of East West Partners Management Company and East West Partners, from any and all claims, actions, damages and liability associated with personal injury and/or damage to property, including cost of the investigation, litigation expense, appeal costs, and attorney fees, arising out any claims or suits which result from any negligent act of the Renter, his/her agents, employees, or invitees. In the event that the Renter is made a party to any litigation, the Renter shall protect and hold harmless the Club from any and all liability that may result therefrom.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**ACKNOWLEDGEMENT OF CONTRACT**

I, hereby acknowledge that all information provided on the contract is true and correct. Misrepresentation or erroneous information on the contract constitutes grounds for denial of this and future applications for the use of the Woodcroft Club.

I have read and understand the rules, terms, and conditions written in the contract. I will abide by the rules and further understand all or portions of the deposit will be kept by the Woodcroft Club to cover any damages, missing items, or violation of the rules, terms and conditions set forth in this agreement. I also understand that as the Responsible Party, I am responsible for the actions of all the attendees and/or outside contractors present at the event. I understand that as a renter I must be at least 25 years of age, and I have provided a copy of a government-issued ID to the Woodcroft Club.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Total Rental Payment:**

Rental Fee (\$250 members or \$350 non-member) - \$50 Reservations Fee = \$ \_\_\_\_\_  
Lifeguards \$15/hour x \_\_\_\_\_ # of guards x \_\_\_\_\_ # of hours = \$ \_\_\_\_\_  
Bartender \$15/hour x \_\_\_\_\_ # bartenders = \$ \_\_\_\_\_  
Officer(s) \$25/hr x \_\_\_\_\_ # officers = \$ \_\_\_\_\_  
Alcohol \$ \_\_\_\_\_ (as stated by management)

**TOTAL: \$ \_\_\_\_\_**

**FOR OFFICE USE ONLY**

Rental Contract

Date Received \_\_\_\_\_ Verification of Age/ID \_\_\_\_\_

Reservation Payment \$50

Date Paid \_\_\_\_\_ How Paid \_\_\_\_\_

Security Deposit Payment \$200

Date Paid \_\_\_\_\_ Check # \_\_\_\_\_

**Total Rental Payment:**

**TOTAL: \$ \_\_\_\_\_ Date Paid: \_\_\_\_\_ How Paid: \_\_\_\_\_**

**MGR initials \_\_\_\_\_**

**Additional Comments/Charges: (if applicable)**

