

**CITY OF MADISON  
SWIMMING POOL RENTAL AGREEMENT**

THIS AGREEMENT is made on \_\_\_\_\_, 20\_\_\_\_ between the CITY OF MADISON, a Nebraska municipality (“Owner”), and the undersigned LESSEE, (“Lessee”), in consideration of the following mutual promises:

1. Owner shall lease to Lessee for a private pool party the Madison City Pool at 210 10th Street, including the adjoining changing areas, but excluding all other areas. The term of the lease shall run from \_\_\_\_\_ A.M./P.M. on \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_ A.M./P.M. on \_\_\_\_\_, 20\_\_\_\_. Lessee shall pay Owner a nonrefundable rental fee of \$\_\_\_\_\_ due in advance upon execution of this rental agreement.
2. It is understood that Lessee shall use the leased premises for the above described event only; that Lessee shall not cause or permit the leased premises to be used for any unlawful activity or purpose whatsoever; that Lessee shall not assign, sublet or relinquish the leased premises without the prior written consent of Owner; that Lessee shall use all due care and diligence in guarding the leased premises from damage by fire, theft, vandalism, and other casualties.
3. It is agreed that Owner and Owner’s agents shall not be liable for any damages to personal property or injuries to the person of Lessee or others from any cause arising out of this rental agreement. Lessee further agrees to indemnify and hold harmless Owner and Owner’s agents and others from any claim or loss (including that of Owner) on account of the liability herein assumed. Specifically, but without limitation, Owner shall not be liable for: (a) property damage ; (b) stolen property; (c) vandalism; (d) bodily injury; (e) attractive nuisance. It is strongly recommended that Lessee maintain sufficient liability insurance covering the event herein. *If checked here \_\_\_\_\_*, Owner requires a certificate of insurance naming the City of Madison as an additional insured.
4. Lessee further agrees to comply fully with city ordinances and state laws. At the conclusion of the lease term, Lessee shall surrender possession of the leased premises in exactly the same condition as it was found at the time of renting. This means in good, clean condition, including changing areas and outside grounds. *If checked here \_\_\_\_\_*, a refundable damage/security deposit of \$\_\_\_\_\_ is required upon execution of this rental agreement. In any event, Lessee agrees to be responsible for paying Owner for any damage done to Owner’s property by Lessee or Lessee’s guests and invitees.
5. Lessee understands that lifeguards may have to close the pool early due to thunder, lightning, or other severe summer weather conditions.
6. Lessee and Lessee’s guests and invitees shall have **no alcohol** on the leased premises. Lessee agrees to keep any music or noise to an acceptable level that will not disturb the peace of neighboring residents. There shall be **no rough play** in or around the pool. All regular pool rules shall be strictly followed and there shall be **zero tolerance** for violations of the rules. If any rules are broken, or if reasonable requests by lifeguards are not followed, the pool party will be closed early.

IN WITNESS WHEREOF, the parties have signed this agreement, on the date first above written.

THE CITY OF MADISON

LESSEE

By \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Social Security No.

\_\_\_\_\_  
Phone No.