Birthday Party Rentals

The Party Room is reserved per hour, including set and clean up time. The room is available for use after the children swim for the purpose of serving food and opening presents only.
Maximum of 25 children.

Cost: County Residents pay $220 for one-hour room rental and admissions for up to 25 kids and 5 adults. Non-County Residents pay $235.

Guidelines: Read Carefully – Plan in advance.

Party Bands will be given to hosts after check-in on day of party. The appropriate party band must be worn by all persons, adults and children, going on the pool deck. Party hosts are responsible for dispersing bands to guests. Center staff will not maintain guest lists. Extra guests intending to be present on the pool deck must pay general admission prices prior to proceeding to pool area.

The party must take place after swimming. All persons involved in the party upstairs must be dressed in street clothing (no swim suits).

Everyone going downstairs (adults, as well as children) must have the appropriate party band on and **be attired in a swimsuit**.

When bringing in a group of children, there must be at least one adult (over 18 years) in a swim suit for every 5 children. Children under six require a ratio of one adult per child. The number of adult party bands will be adjusted based on age of children.

The center provides lockers and showers. You must provide your own lock. All clothing and personal items should always be locked in a locker or kept by the adult coordinator. The County is not responsible for lost or stolen items.

PARTY RESERVATION TIME INCLUDES SET UP AND CLEAN UP TIME.

It is the responsibility of the group coordinator to set up and clean the party area within the allotted rental time. Food and drinks will be permitted in the Party Room only. Party decorations are permitted on the tables only.

Refrigerator and freezer space is **not** available. The swim center will provide tables and chairs, broom, dustpan and trash bags. Please use the appropriate marked containers to recycle appropriate items.

This is a request: All requests must be submitted in person, at least two weeks and not more than three months, in advance. Read cancellation policy in guidelines. <u>You must pay the full party fee at the time of signing the Birthday Party Rental Application.</u>

ONLY THESE DAYS AND TIMES ARE AVAILABLE FOR RENTALS:

GISC	Room	(Pool)	KSAC	Room	(Pool)	MLK	Room	(Pool)	OSC	Room	(Pool)
Sat.	3:00-4:00pm 4:15-5:15pm 6:00-7:00pm	(2p-3p) (2p-4p) (5p-6p)	Sat.	4:15-5:15pm 6:45-7:45pm	(2p-4p) (5p-6:30p)	Sat.	3:00-4:00pm 4:15-5:15pm 5:30-6:30pm	(2p-3p) (2p-4p) (2p-5:15p)	Sat.	3:00-4:00pm 4:00-5:00pm 6:00-7:00pm 7:00-8:00pm	(2p-3p) (2p-4p) (5p-6p) (5p-7p)
Sun.	1:00-2:00pm 2:15-3:15pm 4:00-5:00pm	(12p-1p) (12p-2p) (3p-4p)	Sun.	3:45-4:45pm	(2 - 3:45p)	Sun.	2:00-3:00pm 3:15-4:15pm 4:30-5:30pm	(1p-2p) (1p-3p) (1p-4:15p)	Sun.	1:00-2:00pm 2:00-3:00pm 4:00-5:00pm 5:00-6:00pm	(12p-1p) (12p-2p) (3p-4p) (3p-5p)

Germantown Indoor Swim Center (GISC) **240-777-6830**
Kennedy Shriver Aquatic Center (KSAC) **240-777-8070**
Martin Luther King, Jr. Swim Center (MLK) **240-777-8060**
Olney Swim Center (OSC) **240-777-4995**

These forms do not guarantee your reservation for the use of the facility.

MONTGOMERY COUNTY
Recreation

Please **READ** and initial reverse side.

Montgomery County Recreation

Birthday Party Rental Application

This form does not guarantee your reservation for the use of the facility.
Approval must be given by aquatic staff. **Initial _____**

Name of Facility _____

Responsible Person (Applicant) _____

Phone _____ (W) _____

Address of Responsible Person _____

Email Address (legible) _____

Name of Organization _____ Purpose of Organization _____

Title of Responsible Person submitting form (as authorized by organization) _____

Federal ID/Tax Exempt # (Non-Profit only) _____ ☐Statement of Purpose or By-Laws attached

Description of Event _____

Is this a Fundraiser for your organization? ☐Yes ☐No Initial _____

Will money be collected for this event? ☐Yes ☐No Initial _____ How will money be collected? ____

Are you advertising this event? ☐Yes ☐No How? ☐Flier ☐Invitation only ☐Other _____

Will food be served? ☐Yes ☐No Initial _____ ☐self-prepared ☐catered

Alcohol is not permitted.

DATES REQUESTED	DAY OF WEEK	MONTH/DAY/YEAR	TIME	# OF CHILDREN	AGE RANGE	# OF ADULTS
First Choice:	_____ _____	____ / ____ / ____	_____pm	_____	_____	_____
Second Choice:	_____ _____	____ / ____ / ____	_____pm	_____	_____	_____

By signing this permit form, I acknowledge that I have read and will abide by Montgomery County Recreation's Birthday Party Renter's Responsibility Agreement on the reverse side of this form. It is understood that the County is hereby expressly released and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of this event.

Responsible Person's Signature _____ Date _____

☐Check or Money Order payable to ActiveMontgomery (Ck # _____) ☐Cash

☐MasterCard ☐Visa ☐Discover ☐American Express

Check Collection Policy: If your check is returned unpaid, your account will be debited electronically for the original check amount and electronically or via paper for the state's maximum allowable service fee. Payment by check constitutes authorization of these transactions. You may revoke your authorization by calling 800-666-5222, ext 2, to arrange payment due for any outstanding checks and service dues.

OFFICE USE ONLY

Date & Time received: _____ Cashier's Initials: ____

Revised 9/2019

Montgomery County Recreation

BIRTHDAY PARTY RENTER'S RESPOSIBILITY AGREEMENT

To ensure Montgomery County Recreation achieves its goals of providing clean, safe, and healthy facilities, and a positive reservation/check out experience, we have developed the following information on rules, terms and conditions for renting Montgomery County facilities. **The renter is responsible for ensuring that all guests and chaperones are aware of and comply with all rules and regulations of the facility.** By signing the Permit Application on the reverse side of this agreement, the renter states that the renter has read and agrees to abide by all conditions.

Initial _____

I. RENTAL PROCEDURES/POLICIES

A. **RESERVATIONS**: The applicant must be 21 or older. The applicant, not designee, is required to sign the application. The total rental fees are due at the time of the application. Make all checks/money orders payable to: ActiveMontgomery). We also accept all major credit cards for payments.

B. **APPLICATION APPROVAL**: The Center Director/Assistant Director initiate the approval process, however, Management, the Director of the Recreation Department, and the Montgomery County and Park Police reserve the right to inspect and/or deny any request for good cause. An explanation will be provided.

C. **GENERAL INDEMNIFICATION**: The renter agrees that it will pay for all damages to any property of the County resulting directly or indirectly from the conduct of any member, officer, employee, agent or guest of the organization, or any of its invitees. The renter also agrees that it will save harmless and indemnify the County from and against any and all liability which may be imposed upon it for any injury to persons or property caused by the renter or any other person in connection with renter's use of the facility named in this agreement.

D. **INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION**: The user must, without additional cost to the County, obtain any necessary licenses and permits and comply with applicable federal, state and local laws, codes and regulations.

E. **ADDITIONAL REQUIREMENTS**: Montgomery County Recreation, Montgomery County Police, and the Park Police may require additional security to be hired at the renter's cost for permit approval. A list of the chaperones may be required and must be submitted with the security deposit.

F. **CANCELLATIONS**: <u>All cancellations will be charged a $25 Service Fee.</u> Written notice of cancellation must be received at least 30 days before the event to receive the full remainder of the rental fee. A notification received less than 30 days before the event shall result in the forfeiture of (1/2) one-half the total rental fees. A full refund will be issued in the event of a facility failure.

G. **RESCHEDULING/TRANSFER**: Only one (1) rescheduling and/or transfer of a rental is permitted. Any request to do so made less than 30 days of the original date shall be charged an additional $25 schedule fee. A rental that cannot be rescheduled must be cancelled according to the CANCELLATION policy.

H. **APPLICABLE LAWS**: This agreement must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The renter must obtain any necessary licenses and permits, and comply with all applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this agreement exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

I. **ADMISSIONS**: This agreement is solely for the rental of the Birthday Party Room for swim admissions for up to 25 kids and 5 adults at the designated facility. Any additional party guest <u>must pay admission prior to entry at the swim center's front desk.</u>

Initial _____

II. RULES

The following rules MUST be obeyed by the renter and all participants and or spectators of the event specified in the rental agreement. Failure to adhere to the rules and/or this agreement shall be considered a breach of contract and shall be penalized as prescribed below. In addition, the renter is also responsible for any outside contractor or contracted service, and their equipment, associated with the rental.

A. Any violation of the following rules will be considered a "MAJOR VIOLATION" and shall result in: 1) immediate closure of an event, 2) Forfeiture of all fees and deposits, 3) Disqualification from future rentals, 4) An alert notice on all Recreation accounts, and if necessary, 5) Police will be called. In addition any repeated and/or uncorrected Minor Violation will also be considered a Major Violation.

1. Center staff MUST be respected and obeyed.
2. All persons and activities must comply with County, State and Federal laws. This includes the prohibition of use and/or possession of weapons, hard liquor, lit tobacco products, and any illegal substances on the property.
3. The following rentals are prohibited: 1) on going classes, programs, or activities that duplicate or are in conflict with a Montgomery County sponsored activity, 2) Activities for profit, 3) Events open for "general admission" to the public, 4) Activities that charge/collect admission or fees on site or in advance.
4. At least one adult over 18 years old, in swim attire, must be present for every five children. Children must always be supervised. Children under six require a ratio of one adult per child. All guests on the pool deck must be in bathing suit attire.
5. The use of open flames, "silly string", and fog machines are prohibited. Candles on birthday cakes are allowed.
6. The renter must hire or provide, as required by law, additional adult chaperones/security.
7. The rental must take place as described on the permit, including the type of activity and the number of guest/participants, and must occur within the approved times.

B. Any of the following shall be considered a "MINOR VIOLATION" and all associated costs and penalties are paid by the renter including, 1) The $25 Service Fee, 2) The costs of staff salary to repair or correct the violation, 3) The cost or parts for repairs/replacement, 4) the cost of any outside or contractor service needed to affect repairs, and 5) Any additional and/or corrected rental fees. An alert notice will be placed on your Recreation account indicating violations of your rental agreement. This information will be considered in permitting your future rentals and my jeopardize approvals.

1. Any activities deemed inappropriate and indicated by the Center staff are prohibited.
2. Tampering with thermostats or light fixtures is prohibited.
3. Your event and guests must remain in the rooms requested and approved. Common areas are NOT included for use.
4. The responsible person signing the permit must attend the event from the beginning to end.
5. The set up and clean up time is included in your one-hour rental.
6. The renter is responsible for all set-up and takedown/return of tables and chairs and other center equipment and for the cleaning, recycling and trash removal as indicated in the rental packet.
7. The building and all equipment must be used and treated appropriately, and not abused or broken.
8. The rental permit signer must check out with the center staff to insure the room is in good condition prior to leaving.

Initial _____

III. NOTICE OF VIOLATION

The staff on duty will notify you (the renter) of observed violations. You must correct them immediately. Obtaining a signature on the check-out form from the staff does not waive the right of the Center Director of the Department of Recreation to take prescribed disciplinary action for reported or unreported violation. The Director must complete and sign the check-out form after the rental to officially "close out" each rental. The violations (if observed) and any actions taken or needed will be indicated on the form. A copy of the form will be provided.

Initial _____