

Town of Munster Parks and Recreation

Munster Community Pool at Community Park – Private Party Pool Rental

User Agreement Terms and Conditions

The following Agreement is between the Town of Munster Parks and Recreation department (Owner) and the renter (User) for the premises known and described as Munster Community Park Pool.

1. The term of the use agreement will be determined by the date, hours and number of guests listed on the facility use permit.
2. User agrees to use the facility only during the date and hours listed on the facility use permit or will forfeit any deposit and may be subject to other fees.
3. User will occupy said premises only for family entertainment. No “adult or mature” audience entertainment shall be allowed nor any lewd or indecent acts or attire is allowed at the facility.
4. User is not allowed to transfer the use of the facility to a third person.
5. User agrees to not use or permit upon the premises anything that will invalidate any policies of insurance now or hereafter on said building or that will increase the rate of insurance on premises.
6. User agrees to not allow anything on premises that may be dangerous to life or limb; will not deface or injure premises; will not permit any objectionable noise or odor to escape or be emitted from said premises nor permit anything to be done upon premises in any way to create a nuisance, or tending to disturb any occupants of neighboring property, or tending to injure the reputation of the said facility; and that the User will comply with all governmental, health, police and Owner requirements and regulations regarding said premises.
7. User agrees that any personal property upon the premises whether belonging to the User or any other person shall be at the risk of the User only and that the Owner shall not be liable for any damage thereto or theft thereof.
8. User agrees to not commit or permit any act on the said premises which will violate any law of the United States of America, or the State of Indiana, or any ordinance of either Lake County, Indiana or the Town of Munster, or any of the rules or regulations of their respective departments, including the Private Pool Party Rental Rules and all posted rules at the facility, and it is expressly agreed that a violation of this will cause for immediate cancelation of the permitted use. The User accepts this with full knowledge of all restrictions, limitations and prohibitions affecting the use and enjoyment of the premises, and agrees that he/she shall not be released from his/her obligations under this use agreement nor shall the Owner in any way be liable should the User be unable to use the premises for the purpose contemplated because of such restrictions, limitations or prohibitions.
9. User agrees that no waiver of any condition expressed in the use of said premises shall be implied by any neglect of the Owner to declare a violation of such condition if such violation be continued or repeated subsequently and no express waiver shall affect any condition other than the one specified in such waiver, and that one only for the time and in the manner specifically stated.
10. User agrees that the Owner shall not be liable for failure or omission to perform any act if performance is made within a reasonable time after receiving written demand for performance from the user.
11. User agrees to keep the premises, at the User’s expense, in a clean, sightly, and healthful condition, and at the end of the term to vacate the premises and to surrender the premises to the Owner in as good repair and condition as existed at the starting time of the facility use, reasonable wear and tear excepted.
12. User agrees that this use agreement, and its terms, covenants, agreements and provisions, shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.
13. User acknowledges that he/she has received, read and fully understands the rules, regulations, and restrictions governing use of the Owner’s facilities, and agrees to abide by the same.

14. User agrees and understands that all rental reservations are non-refundable, except in the cases of outdoor rentals rendered impossible due to inclement weather. Facility use canceled or shortened, by the Owner, due to inclement weather or other unforeseen circumstances, will be considered on a case-by-case basis.
15. User agrees that a supervisor from the Town of Munster may be assigned to the User's rental events, and may be on-site for answers to questions and/or assistance. In cases of emergency, User should call: 911.
16. User agrees that the rental premises is a no-smoking area, and if smoking is detected, it may give rise to a forfeiture of the User's security deposit and a termination of the use agreement and permit. Use of tobacco products, e-cigs, vapes, hookahs, and similar products are also prohibited, and if detected would cause the same forfeiture of the User's security deposit and termination of the use agreement and permit.
17. User agrees that if the rented premises are not properly cleaned up after use, or if the property is damaged in any way, ordinary wear and tear excepted, it shall give rise to a forfeiture of User's security deposit to cover cost of repairs and may be cause for invoicing User for further costs if repairs exceed security deposit amount.
18. User agrees that alcohol is not permitted on premises and any violation of this is cause for forfeiture of use agreement and permit without any compensation for lost time of facility use.
19. User agrees that the security deposit is required by the Owner as a guarantee from the User for the faithful performance by the User of all obligations under this use agreement.
20. Nothing in this use agreement creates a tenancy or landlord/tenant relationship.
21. User agrees to pay all reasonable attorney's fees and expenses of the Owner incurred in enforcing any of the obligations under this User Agreement, or in any litigation or negotiations in which the Owner shall, without its fault, become involved through or on account of this User Agreement.

I, USER NAME (print): _____, by signature below, am agreeing to the terms and conditions for use of said premises on (date of facility use) _____. Further, I agree that I, as User, am responsible for the actions of my guests and will ensure that they abide by the details of this agreement and all related rules and regulations for the facility use.

USER SIGNATURE: _____ Date: _____

OWNER: Town of Munster Parks and Recreation department
1005 Ridge Road
Munster IN 46321