



## Pool Party Contract

Revised June 8, 2005

Please read the following closely before signing below. The "Pool Area" on the East side of the lobby is available to condo owners only. Currently there is a charge of \$0.00 to use the pool area for parties. This charge along with the ability to use the pool area for parties and these requirements are subject to change at any time without notice.

**The pool area can NOT be reserved or used exclusively by any one party. The pool area will remain open to all building residents and their guest during any such parties.**

Name of Condo Owner Requesting: \_\_\_\_\_ Unit #: \_\_\_\_\_

Date Requested: \_\_\_\_\_ Time Requested: \_\_\_\_\_

Purpose or Event: \_\_\_\_\_

Number of Guest Expected: \_\_\_\_\_

### HOURS

- The "Pool Area" is available form between 6:00 a.m. and 12:00 p.m. Seven days a week.
- The Pool Area can be used for parties in 4-hour time periods.
- If more than four hours are required please see manager prior to the party.

### INSURANCE

- An insurance certificate is required from the condo owner's insurance company listing "The Metropolitan Condominium Association" as additional insured. The insurance company must fax the certificate of insurance to the concierge upon application.
- **NO INSURANCE, NO PARTY.**

### SAFETY AND SECURITY

- Smoking is prohibited in the "Pool Area" and all areas of the building.
- Children must be supervised at all times.
- Unruly or intoxicated parties will be asked to leave the premises.
- Animals are not allowed inside the "Pool Area".
- No climbing on or otherwise engaging in abusive contact with "Pool Area" furnishings.

### FOOD AND BEVERAGE

- **NO GLASS** OF ANY KIND IS ALLOWED IN THE POOL AREA.
- Food and beverage preparation and serving are the responsibility of the condo owner. All food must be prepared off premises. No heating elements, grills, hot plates, sterno chafing fuel or open flames of any kind are allowed on the premises.
- Liquor may be served only in compliance with all applicable laws and ordinances.
- No liquor may be served to any person who is underage or intoxicated.

- Condo owner is responsible for guests that have been drinking. Condo owner must prevent intoxicated guest from driving.
- Cleaning areas where food was served and consumed is the responsibility of the condo owner.
- All trash must be removed from the building and placed in the dumpster in the B-2 compactor room.
- Food and beverage must be contained in the lounge area and is not allowed in the any other building area.

#### EQUIPMENT & DECORATIONS

- Condo owner is required to provide any and all equipment and decorations.
- Do not tape, nail, screw or otherwise attach anything to the walls, ceilings, glass, wood or furnishings.

#### SETUP ARRANGEMENTS

- A 1 hour for set-up and clean-up time is allowed outside of the four hour period.
- Set-up times must be scheduled with the concierge.
- Set-up arrangements must accommodate all needs for access to emergency exits.
- Under no circumstances can the maximum room capacity be exceeded.

#### RESERVATIONS, DEPOSITS, AND CANCELLATIONS

- The Metropolitan Condominium Association reserves the right to deny use of the pool area to any party, at any time, for any reason.
- Request to use the pool area are on a first come first serve basis.
- A request is only good after a deposit has been received and an original of this agreement has been signed by the condo owner.
- A personal check from the condo owner in the amount of \$500 as a deposit is required at the time of request. **NO DEPOSIT, NO PARTY.**
- If a signed original of this document along with the deposit is not received 24 hours prior to the reservation time we will consider the reservation canceled.
- The deposit may be refunded within seven days after the rental if no damage has been sustained and no cleaning was required. The Metropolitan Condominium Association reserves the right to charge the owner using the pool area any amount over and above the deposit it feels necessary to reimburse the building for damages and or cleaning service.
- Unit owner that is using the pool area is fully responsible for any damages done to the pool area or its contents.

#### LIABILITY *Please read this section carefully prior to signing.*

The contracting party (unit owner) hereby indemnifies and holds harmless The Metropolitan Condominium Association and its officers, employees and agents, from any claim, loss, damage, suit, judgment, or expense, including reasonable attorney's fees, in any way arising out of our resulting from the use and occupancy of The Metropolitan Condominium facilities by the contracting party's family, friends, guests, service personnel, employees, or agents, including without limitation the cost to replace any property of The Metropolitan Condominium Association which may be damaged or stolen. The contracting party is liable for any and all damages to The Metropolitan Condominium facilities and property caused by any member of their party and/or subcontractor (caterer, musician, equipment supplier, etc.). The Metropolitan Condominium Association is not responsible for materials, equipment, or property of any kind left on the premises.

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Signature of Condominium Owner/Resident

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Date