

CRESCENT CITY CHRISTIAN SCHOOL POOL

COVENANTS AND PROVISIONS

LEASE AGREEMENT

I. This lease agreement, made and entered into this__day of , 20__, by and between Crescent City Christian School (CCCS), hereinafter referred to as "Lessor," and _____ hereinafter referred to as "Lessee," sets forth the covenants and provisions of the lease by the Lessor of the pool facilities described below to the Lessee.

II. CONSIDERATION. As consideration for the right to use the aforementioned premises, in accordance with the conditions set forth herein, Lessee agrees to pay Lessor a rental fee and deposits as described below:

Rental Fee (paid 2 weeks in advance): \$75.00 per hour (2 hour minimum)

Cleanup/Security Deposit (\$30 of which is non-refundable): \$ _____

Number of lifeguard(s) required:

1-49 guests 2

50-75 guests 3

Note: Lifeguards are billed at the rate of \$10.00 per hour each, payable at time of use.

III. TIME AND PURPOSE OF OCCUPANCY/USE. The use intended by the Lessee is for _____, 20__ between the hours of ____AM/PM and ____ AM/PM. Times stated above include setup and cleanup times and Lessee agrees to not use the facilities except during stated times without prior approval of the CCCS Aquatics Director or CCCS Administrator.

Use of the premises shall be restricted to those lawful activities and personal demeanor of the tenants as is consistent with generally accepted standards and expectations of activities and demeanor within a community. Facilities shall not be used for commercial ventures of any kind to include sale or solicitation of services or merchandise for commercial or private gain.

Lessee shall be responsible for insuring that no partaking of alcoholic beverages occurs on the premises .

Restriction of attendance: The Lessee shall not admit to said premises a larger number of persons than can safely and freely move about the rented areas, and the decision of the Lessor in this respect shall be final.

The maximum capacity of the Pool area is 75 persons. For Lessee's protection, Lessor shall provide two (2) lifeguards for up to forty nine (49) guests in attendance. Over fifty (50) and up to seventy-five (75) guests requires three (3) lifeguards. Lessee is responsible for paying the lifeguards at the rate shown in paragraph II above.

IV. CONDITION OF PREMISES. The Lessee is responsible for cleanup expenses and/or damages to the property which exceeds the cleanup/security deposit. Failure to secure the facility or to turn off the air conditioning systems will result in forfeiture of the cleanup/security deposit. Your deposit check will be destroyed if it is not picked up within three working days after the rental date.

The facility may be decorated if desired. Decorations may be tied in place or secured with masking tape. The use of tacks, nails, brads, staples, glue, or scotch tape is not permitted.

V. SAFEGUARDING OF PROPERTY. If said premises or any portion of said area, during the term of this lease agreement, shall be damaged by the act, default, or negligence of the Lessee, Lessee's agents, employees, patrons, guests, or any person admitted to or allowed to enter the said premises or area by Lessee, the Lessee shall pay to the Lessor upon demand such sum as shall be necessary to restore said premises or area to its original condition, including all reasonable attorney fees and court costs as incurred.

VI. INDEMNIFICATION. Lessee agrees to save harmless Lessor from liability for any and all claims, suits, or other instruments of law as may arise, as occasioned by injuries or damages incurred during the time of occupancy of the premises.

VII. INSURANCE. Lessee must provide copy of insurance prior to date of rental.

VIII. CANCELLATION POLICY. Reservations for the facilities can be canceled without penalty up to two weeks prior to the date of the reservation. If cancellation is made less than two weeks prior to the event, the rental fee will not be refunded. The cleanup/security deposit portion will be refunded regardless of the time of cancellation of a reservation. (Initial)_____

IX. EVICTION. Crescent City Christian School, through its authorized representatives, reserves the right to refuse the use of any facility to any person, organization, or others requesting use of such facilities, or to evict any person or organization for misconduct, or when deemed to be in the best interest of Crescent City Christian School. In the event of eviction for reasonable cause, Lessee shall forfeit any and all sums prepaid for the occupancy under this lease agreement.

X. USER OF PREMISES. Lessee must be present at the leased facility during the entire rental period.

XI. SMOKING NOT PERMITTED. Smoking is not permitted!

XII. Governing Law. This Agreement shall be governed by the laws of the State of Louisiana.

XIII. Severability. In the event any provision of this Agreement shall be determined to be void or unenforceable by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto has dated and executed this Agreement and caused it to be delivered to the other party hereto.

Date: _____

Printed Name:
Lessor

Date: _____

Printed Name:
Crescent City Christian School