The Swim & Tennis Club
SCHOOL OUTING AGREEMENT

The Swim & Tennis Club, 4 Duncaster Road, Bloomfield Connecticut, 06002
860-243-0794 (seasonal) | 860-231-6323 (JCC)

Thank you for choosing the Mandell JCC Swim & Tennis Club for your school outing! Your outing will be reserved with the completion of the agreement and the submission of the deposit.

MAIL REGISTRATION FORM AND ALL PAYMENTS TO:
Amy Gurchin, Mandell JCC, 335 Bloomfield Ave., West Hartford, CT 06117

This agreement is between The Swim Club (Club) and _____ (School Name)

CONTACT INFORMATION:

Name: _____

Address: _____

Phone: _____ Email: _____

RESERVATION DATE: _____ **RAIN DATE:** _____

ARRIVAL TIME: _____ **DEPARTURE TIME:** _____

PRICE:
$28 Per Student, $12 Per Chaperone (*Includes mid morning snack and afternoon sundae bar)*

For an additional fee you may add on:
• BBQ lunch ($15 per person)
- Includes choice of Hamburger/Hot Dog
- Sides: Chips, Pasta Salad, Fruit

APPROXIMATE NUMBER OF STUDENTS: _____

☐ *We would like to add lunch at $15 per person*

OTHER FEES (If applicable): _____

RESERVATION DEPOSIT (required at the time of signing):
$1,000

TOTAL FEES:

Number of Students: _____ X $28 = $_____

Number of Chaperones: _____ X $12 = $_____

LUNCH FEES (if applicable):_____ $_____

LESS DEPOSIT: - $1,000.00

REMAINING FEES DUE: $_____
(no later than 10 days prior to outing)

The Swim & Tennis Club School Outing Agreement

1. **Payment of Fees:** To guarantee the use of the Club for your School's function, School shall pay a $500 deposit of the estimated charges upon execution of this Agreement. The balance of the estimated fees shall be due no later than ten (10) days prior to the date of the outing. In the event the School cancels this Agreement, all fees due under this Agreement shall be refunded less a $100 administrative fee. If the School changes the date, all fees paid shall be transferred to the new date. If the total fees due for the outing are not paid by the due date, a late fee of $100.00 shall be added to the balance due. Interest at the rate of 2% per month shall accrue on the unpaid balance of the total fees under this Agreement. In the event the School fails to timely pay all fees due, hereunder, the School shall pay all collection expenses, including reasonable attorneys' fees and court costs. There is a $50 returned check fee.
2. **Sales Tax:** The school understands the requirements for exemption from the Connecticut State Sales Tax. If the correct forms and attachments are required for tax exemption are not received prior to the event, School will pay the Connecticut State Sales Tax. Connecticut public schools and Connecticut state agencies that charge guests should submit CT Cert. 134. No attachments are required. Connecticut non-profits and private schools that charge guests should submit CT Cert 119 with a copy of their IRS exemption letter OR CT Sales Tax Exemption.
3. **Deep Water Swim Test:** The Club requires all participants ages 6-14 pass a deep water swim test. This swim test consists of: swimming the crawl stroke for 1 full length (25 yards) of the lap lane. The swim must be continuous, without hesitation, stopping, treading water or touching pool wall or lane lines. The arms must come out of the water and extend without doggy paddling. Once the child passes the swim test, they will receive a separate bracelet identifying them as cleared to be in the deep well of the pool.
4. **Use of Drugs, Alcohol, Smoking or Vaping:** All are strictly prohibited on our premises.
5. **Shared Use:** The School understands that the Club's facilities, food, entertainment and other amenities may be shared concurrently by other organizations, members or other school-sponsored student groups.
6. **Weather:** The outing will not be cancelled due to bad weather unless it severe and is deemed to place students in jeopardy. In the event of an outing cancellation due to weather, the outing will take place on the mutually agreement upon Rain Date. The pool and pool deck are required to close during thunder and/or lightning. The pool will re-open 30 minutes after the last weather event was heard or seen.
7. **Supervision:** The School will have full supervision of all your students while on the Club's premises. We will not lead, engage or otherwise entertain students in specific activities unless previously agreed upon elsewhere in this agreement.
8. **Responsibility for Property Damage or Personal Injury:** The School agrees to be jointly responsible with the Club for property or injury to any person which may occur as a result of any activity relating to the function or the action of any person or persons in attendance at the function, or the action of any person or persons employed by the Club. The School specifically agrees to indemnify, defend, and hold and keep harmless the Club, as well as its agents, officers, employees, shareholders, agencies, affiliates and outside contractors, from any and all claims, suits, actions, payments, expenses, damages, costs, and attorney fees arising from any injury to any person (including death) or property (including loss of use) which may result from or on account of the use of the Facility, its guests, invitees, outside contractors or other individuals attending the function. We will request will request proof of liability insurance and/or evidence of financial responsibility naming the JCC as an additional insured for any such claim as described in this paragraph.
9. **Force Majeure:** The Club shall not be liable for any delay or failure to perform in whole or in part resulting from causes beyond its control, including, but not limited to Acts of God, strikes, lock-outs, labor troubles, inability to procure supplies or equipment, failure of power, restrictive legal requirements, riots and insurrection, acts of the public enemy, wars, earthquakes, hurricanes and other natural disasters, fires, explosions, any act, failure to act or default of the Club. If a function is cancelled in whole or in part due to conditions described in this paragraph, a complete or partial refund of monies will be made not later than thirty (30) days after the scheduled date of the event, if the outing has not been rescheduled.
10. **This Agreement Can Be Divided:** We agree that the whole Agreement will not become unenforceable just because one or more of the terms of the Agreement is or becomes invalid under the law. Should any term be found by a court to be invalid under the law, only that term will become invalid. All other terms and rights and responsibilities will continue to be effective and enforceable.

The Swim & Tennis Club School Outing Agreement

Security Policies: The Mandell JCC is committed to the safety and security of all staff, members, students, and visitors on its properties. In order to support that commitment, the following guidelines have been developed and must be adhered to unless the JCC's Security Director has made an exception.

- In the case that additional security measures or personnel are determined to be necessary, any incurred costs, including personnel, will be the sole responsibility of the person / group organizing the event.
- No outside / private security personnel may be hired on JCC property without prior approval from the JCC Security Director.
- No weapons of any kind may be carried on JCC property. This includes but is not limited to firearms, edged weapons, explosives, blunt weapons, handmade weapons, or anything designed to cause harm.

The Parties executed to this Amendment by their respective duly authorized representatives.

By: _____
Mandell JCC Swim & Tennis Club Authorized Signature

By: _____
Outing Authorized Contact Signature

Authorized Staff: Amy Gurchin
(Please Print)

School Authorized Contact: _____
(Please Print)

Title: Swim & Tennis Club Director

Title: _____

Date: _____

Date: _____