

# POOL RENTAL AGREEMENT ATASCOCITA FOREST COMMUNITY ASSOCIATION

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Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Rental Date: \_\_\_\_\_ Hours of

Use: \_\_\_\_\_

Purpose of Rental: \_\_\_\_\_

Number of guests attending \_\_\_\_\_

## I. ELIGIBILITY

The person signing the application must handle all transactions, inquiries and changes.

Applicant is required to be present at the rental event and available to the Atascocita Forest Community Association (the "Association") personnel during the entire course of the event for which the applicant made a reservation.

The use of the pool shall not be for any other purpose other than what is stated on this application.

The Association reserves the right to disapprove the application to reserve or rent the pool based on the applicant's and/or applicant's guests' previous rental history.

The Association reserves the right to disapprove applications for events that are deemed political, social, policy activity, or policy critiquing in nature, or events deemed divisive, illegal, or immoral.

Any reservation or rental agreement is revocable by the Association at any time upon good cause.

## II. POOL RENTAL FEES

Rental Fee (Atascocita Forest Resident)	\$100.00
Rental Fee (Non-resident)	\$250.00
Security Deposit	\$250.00

### III. EVENT PROCEDURES & GUIDELINES

#### A. Hours of Use

**“After Hour” Parties:** Applicants may reserve the Pool for “After Hour” Pool Parties after the standard Atascocita Forest approved operating hours (ex. after pool closes to the public). “After Hour” Pool Parties must be a minimum of two (2) hours in length and must end no later than 11:00 p.m. (including clean up/break down).

All facilities, including parking lots, must have been promptly cleared and vacated within thirty (30) minutes after the end of the event. Any event which fails to vacate the Pool facilities at the designated time shall result in forfeiture of the security deposit.

#### B. Conduct and Compliance with Applicable Laws and Dedicatory Instruments

Applicant and applicant’s agents, contractors, licensees, invitees, participants and/or guests using the Pool facilities shall comply with the laws of the United States, the State of Texas, and all rules regulations, laws and ordinances adopted by Harris County, as well as Atascocita Forest Rules, Regulations, Policies and other Dedicatory Instruments. Applicant and applicant’s agents, contractors, licensees, invitees, participants and/or guests will be subject to all applicable law enforcement penalties while on Atascocita Forest’s premises.

Applicant hereby assumes full responsibility for the character and acts and omissions for all applicant’s agents, contractors, licensees, invitees, participants and/or guests, attending the event that may result in a violation of any of the terms and conditions set forth herein.

The Association reserves the right at all times to control, and the right to remove from the premises, any and all objectionable person or persons. Persons visibly under the influence of drugs or alcohol will be required to leave the premises and surrounding areas.

#### C. Occupancy Limits

A maximum number of persons permitted to occupy/attend an event at the Pool is subject to the discretion of the Board of the Association.

#### D. Parking

Applicant and applicant’s agents, contractors, licensees, invitees, participants and/or guests are required to drive and park motor vehicles in accordance with applicable laws and posted regulations. Parking is permitted only in designated areas.

Applicant and applicant’s agents, contractors, licensees, invitees, participants and/or guests are required to remain inside the pool facility throughout the event. Guests will not be permitted to remain in their cars, the parking lot, or on the streets and sidewalks except for their arrival and departure. Guests shall not cause excessive vehicle noise, vehicle audio system noise, cause undue traffic congestion or drive recklessly when arriving to and leaving the event.

#### E. Equipment

NO OUTSIDE EQUIPMENT, including but not limited to cooking devices, music/sound equipment, smoke machines, electrical devices, inflatable units, and special lighting shall be permitted within the Pool facilities and premises without advance consent of the Association.

The Association shall have the right to require uniformed law enforcement officers for any and all events.

**Cost for security, as determined by the Association, shall be paid for by the applicant. Security fees are due at the beginning of the function and will be made payable to the officer. Payment for security must be in the form of a check made payable to the officer(s) assigned to work the event or in the form of a cashier's check/money order.**

Law enforcement officers will have full authority to enforce the provisions of this Rental Agreement, and any and all laws, Rules, Regulations, Policies and other Dedicatory Instruments.

At the discretion of the Association, at least one (1) uniformed law enforcement officer, and such additional officers as shall be required for the reservation or rental. Law enforcement officers shall be in attendance for the full duration of the event at the Pool, beginning a minimum of thirty (30) minutes prior to commencement of the event, and will be scheduled through the designated ending clean time specified on the application. If the applicant goes beyond the scheduled ending clean up time, the applicant will be responsible for the additional costs incurred for security. This requirement may be modified at the discretion of the Association. All costs and payments for law enforcement officers shall be the responsibility of the applicant. Law enforcement officers must be paid for a minimum of four (4) hours of time.

**Standard Security Guidelines:**

- **Any event that has more than 50 guests in attendance will be required to have minimum of one (1) uniformed law enforcement officer on duty**
- **Any event that has more than 200 guests in attendance will be required to have a minimum of two (2) uniformed law enforcement officers on duty**

The Association shall have the right to require additional law enforcement officers, paid for by the applicant, if it is determined there is an additional security need based on the size of the group, average age of the group, nature of the event and activities, hours and duration of the event, live entertainment and past experience with a group.

**L. Additional Requirements for Non-Swimmers**

Groups composed of at least one (1) non-swimmer must have at least one (1) chaperon for every ten (10) guests. The Applicant shall ensure that such chaperons are proficient at swimming and lifesaving and are present throughout the duration of the event, including set up and clean up. Failure to comply shall result in termination of the event.

If additional uniformed law enforcement officers are called out due to a disturbance, applicant will be charged for the extra officers at a rate equal to one and one-half times (1 ½) times their regular hourly rate.

**M. Personal Property**

The Association is not responsible for losses, damages and/or misplaced personal property placed in or on its facilities or grounds by the applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests. Furthermore, the Association is hereby released and discharged from any and all liability for loss, injury or damage to persons or

property that may be sustained arising out of the use of the Pool and its grounds, or by security services.

After expiration of the rental time/agreement, or termination and/or cancellation of the event, by the Association or applicant, the Association reserves the right to remove from the facilities all personal property remaining and to store or dispose of the same wherever and however it sees fit at the cost, expense and risk of the applicant. The Association shall not be liable in any way to applicant, participants or guests on account of removing, storing or disposing of such personal property.

#### **N. Cancellations, Damages & Security Deposits**

##### **Payment for Rental Fees & Security Deposits**

Payments for both rental fees and security deposits must be made by check, cashier's check or money order payable to Atascocita Forest C.A. at the time reservation is confirmed. Payments for rental fees and security fees are due a minimum of ten (10) business days prior to event. Security fees can be paid in the form of a check or cashier's check and are payable to the officer.

The amount of the damage/security deposit is set forth in the fee schedule. Provided, however, if the proposed event is to include activities which, in the opinion of the Association, create additional risk to the facility or furnishings, or necessitate additional custodial services, the Association is authorized to require such additional amounts for the security deposit as management deems commensurate with the additional risk or services required.

##### **Purpose and Use of Security Deposits**

The security deposit shall be used to repair, replace or compensate for any property of the Association which is damaged or missing as a result of use by the applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests or shall be used to compensate for the minimum number of hours of rental and personnel costs established on the accompanying fee schedules if the applicant does not show or the event is terminated due to violations of the requirements to comply with laws, ordinances, Rules, Regulations, Policies and other Dedicatory Instruments. An additional charge will be billed to the applicant if damages exceed the security deposit.

Applicant is required to leave the Pool facilities in the same condition as found upon arrival. Applicant assumes liability for the cost of repairing damage or loss to Association property caused by applicant and applicant's agents, contractors, licensees, invitees, participants and/or guests, and agrees to reimburse the Association for all costs which may be incurred in excess of the damage/security deposit for repair, replacement, or payment for any property of the Association which is damaged, destroyed, misplaced or stolen, by applicant, participants or guests.

##### **Return of Security Deposit**

If applicant gives notice of cancellation of a reservation to the Association no later than 48 hours prior to the scheduled event, there will be no cancellation fees. In the event of inclement weather and a decision is made a minimum of 24 hours prior to the party beginning, the Association will work with applicant to reschedule the event for the next

available date. If the party begins and must cancel early due to weather, the Association will refund the applicant's fees for unused party hours.

The Association may hold the security deposit for such period of time as is necessary, but not to exceed thirty (30) days, to determine the full extent of any damages and to make all repairs and/or secure replacement of any broken equipment. Security deposit refunds for completed functions will be returned to applicant by mail in the form of a check or credit card refund issued by the Association approximately fifteen (15) working days following the function.

**IV. LIABILITY INSURANCE AND INDEMNIFICATION**

The Association reserves the right to require applicants, when it is deemed necessary, to provide liability and/or property damage insurance and any other coverage to protect the Association's.

APPLICANT AND APPLICANT'S AGENTS, CONTRACTORS, LICENSEES, INVITEES, PARTICIPANTS, AND/OR GUESTS, DO HEREBY RELEASE AND FOREVER DISCHARGE, INDEMNIFY AND HOLD HARMLESS THE ATASCOCITA FOREST COMMUNITY ASSOCIATION, COMMUNITY ASSET MANAGEMENT, INC., <INSERT POOL COMPANY IF NECESSARY>, ANY AND ALL AFFILIATED OR ASSOCIATED COMPANIES AND ALL OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, EMPLOYEES, AGENTS AND CONTRACTORS OF ANY OF THE FOREGOING ENTITIES, FROM ANY AND ALL ACTIONS, CLAIMS, DAMAGES, LIABILITY FOR BODILY OR PERSONAL PROPERTY INJURY OR DAMAGE CONNECTED WITH OR ARISING OUT OF (DIRECTLY OR INDIRECTLY) THE USE OF ATASCOCITA FOREST'S POOL FACILITIES BY APPLICANT, APPLICANT'S AGENTS, CONTRACTORS, LICENSEES, INVITEES, AND/OR GUESTS.

**V. CONTACT INFORMATION**

For further information or clarification of the Pool Rental Agreement, please contact <INSERT CONTACT INFORMATION>.

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**THE TERMS OF THIS AGREEMENT ARE AGREED TO AND ACCEPTED BY:**

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISKS  
and  
INDEMNITY/HOLD HARMLESS AGREEMENT  
for use of  
ATASCOCITA FOREST COMMUNITY ASSOCIATION SWIMMING POOL

1. Defined terms under this Agreement:

"Association" - shall mean Atascocita Forest Community Association

"Released Parties" - shall mean the Association and the Association's managing agent, which is currently Community Asset Management, Inc. and each of the above-named parties' partners, officers, directors, committee chairpersons, committee members, agents, management company(s), contractors, employees, servants, successors or assigns.

"Swimming Pool" - shall mean the Association's swimming pool located at 17415 Woodland Hills Drive, Humble, Texas 77346.

2. The undersigned User does hereby execute this *Release, Waiver of Liability, Assumption of Risks and Indemnity/Hold Harmless Agreement* (the "Agreement") for himself/herself and on behalf of User's child(ren), guests and invitees and acknowledges the inherent risks involved in the use of the Association's Swimming Pool, which risks include, but are not limited to bodily injury, sickness, disease or death from using the Swimming Pool. User also acknowledges and understands that use of the Swimming Pool by User and/or User's child(ren), guests and invitees as defined below, is potentially dangerous and that the type of injury or damage described above can occur when using the Swimming Pool. **USER UNDERSTANDS AND ACKNOWLEDGES THERE WILL BE NO LIFEGUARDS ON DUTY (provided by the Association or the Association's Managing Agent) DURING THE TIME OF USER'S RENTAL OF THE SWIMMING POOL.**

3. Under no circumstances shall User or User's child(ren), guests and invitees be entitled to bring or allow anyone into the Swimming Pool, whether an adult or a child. Each person entering the Swimming Pool must execute an Agreement with the Association. Any damages to the Association resulting from a violation of this Paragraph 3 by User or User's child(ren), guests and invitees will be the responsibility of the User for which the User does hereby agree to pay and indemnify and hold the Released Parties harmless therefrom.

4. User agrees to clean up any trash or other items left by User or User's child(ren), guests and invitees in the Swimming Pool or in the vicinity after each use. Any damages to the Swimming Pool, Association personal property in the Swimming Pool area or to any Association property by User or User's child(ren), guests and invitees under this Agreement will be the responsibility of the User. Should the Association have to pay for any clean-up or damages by User under this Agreement, same must be reimbursed by the User to the Association within ten (10) days of being invoiced by the Association. Interest at the rate of 10% per annum will be added to any damages not reimbursed to the Association within ten (10) days of the date of the invoice from the Association.

5. In exchange for being permitted to use the Swimming Pool and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned User, for himself/herself, and for User's child(ren), guests and invitees releases and agrees not to make or bring any claim of any kind against the *Released Parties* for: (1) any injury (including death), disease or sickness to User and/or User's child(ren), guests and invitees related to the use or operation of the Swimming Pool; (2) any damage to personal property whether or not caused by the negligence of the Released Parties or not; or (3) any other cause arising out of or related to User and/or User child(ren), guests and invitees' use of the Swimming Pool.
6. In consideration for being allowed to use the Swimming Pool under this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged:

**USER AGREES TO INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS FROM LIABILITY OR CLAIMS, DEMANDS, DAMAGES AND COSTS FOR OR ARISING OUT OF: (1) ANY DAMAGE, INJURY, DISEASE, SICKNESS OR DEATH TO USER OR USER'S CHILD(REN), GUESTS AND INVITEES RELATED TO THE USE OR OPERATION OF THE SWIMMING POOL; OR (2) ANY DAMAGE OR LOSS TO PERSONAL PROPERTY CAUSED BY OR RELATED TO THE USE OR OPERATION OF THE SWIMMING POOL.**

**USER UNDERSTANDS, ACKNOWLEDGES AND STIPULATES THAT THIS INDEMNITY AGREEMENT INCLUDES ANY SUCH CLAIMS, DEMANDS, DAMAGES AND COSTS ARISING OUT OF NEGLIGENCE ON THE PART OF THE RELEASED PARTIES.**

7. User stipulates and agrees that invalidation of any term(s) or provision(s) of this Agreement by judgment or other court order shall not affect any of the other terms or provisions and such other terms and provisions shall remain in full force and effect.
8. User understands and agrees the Association may terminate this Agreement at any time.
9. User understands that User, User's child(ren), guests and invitees must comply with the Pool Rules set forth below.
10. User agrees that he/she will be responsible for any and all legal fees incurred by the Association for any proceeding or action brought under or with relation to this Agreement.



The terms of this Agreement are agreed to and accepted by:

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User Signature

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Date

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User Name (Printed)

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Address

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Name(s) of User's Child(ren)

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Name(s) of User's Guests/Invitees