Villages of Westcreek
Owners' Association

Contract for
Swimming Pool Parties

<u>Homeowner/Resident must be current on assessments to have the pool party.**</u>**

This Contract to use the (check one) ____ **Sports Park Swimming Pool** ____ **Community Center Swimming Pool** ("Contract") is entered into as of the _____ day of _____, 20____, by and between _____ ("Homeowner/Resident") and the Villages of Westcreek Owners' Association, ("Association").

Homeowner/Resident desires to have the exclusive use of the swimming pool facility ("Facility") hereafter described during the time described below, which is other than regular hours established for the general use of such Facility.

The Association has agreed to allow Homeowner/Resident to have such use of the Facility only upon the terms and conditions contained in this Contract, which terms and conditions Homeowner/Resident accepts.

Therefore, in consideration of the agreements and covenants contained in this Contract, which the parties acknowledge are sufficient consideration, Association and Homeowner/Resident agree as follows:

1. Pool parties must be scheduled a minimum of 7 days in advance. Only Villages of Westcreek residents who are in good standing with the Owners' Association may rent the pool.

2. <u>Right to Use</u>. Homeowner/Resident shall have the exclusive right to use the Facility on _____, 20____, between the hours of 8 p.m. and 10 p.m. solely for the purpose of a pool party. The total number of guests expected at such event and allowed hereby to use the Facility in connection with this Contract is _____. For any party involving children, party sponsor must have one adult chaperone for every 10 children under the age of 18.

3. <u>Reservation Deposit</u>. A contract must be completed and signed at the time of the event booking. The contract will be accompanied by 2 forms of payment. The first payment will be for $100.00 (check or money order signed by the homeowner/tenant) as a Reservation/Damage Deposit, which will be returned to the Homeowner/Resident by U.S. Mail if no damage is noted during the post-event inspection and if the deposit has not been forfeited pursuant to this contract. Contract is not valid unless assessments are current.

4. <u>Usage Fee, Lifeguards, and Gate-guards</u>. Homeowner/resident will pay a Usage Fee of $60.00 at time of event booking. Homeowner/resident agrees to pay an additional fee, for a minimum of two (2) lifeguards, and a gate guard**.** Checks should be made payable to the VWOA. The Pool Manager and or the Community Manager shall determine requirements for any additional lifeguards based on the expected number and age of guests, and national pool loading standards. No lifeguards other than Association provided lifeguards will be allowed to serve during the event.

5. <u>Refunds</u>. If an event is cancelled because of inclement weather; the Homeowner /Resident has the option of getting a refund or, within the current year, rescheduling the event within the current year pool schedule to a date and time not already taken. If an event is cancelled more than 4 weeks (28 days) prior

to a booking, a $25.00 rebooking fee will be deducted from any refund. If an event is cancelled less than 4 weeks (28 days) prior to a booking, there will be no usage fee refund.

6. Indemnity. Homeowner/Resident shall indemnify and save harmless the Association, their officers, directors, agents, legal representatives, and employees from all liability suits, actions, or claims of character, type or description brought or made for or on account of any and all losses, injuries or damages received or sustained by the Homeowner/Resident or Homeowner's/Resident's family, employees, guests (invited or uninvited), patrons, visitors (including caterers), or any other person or person's property, arising out of, or occasioned by the use of the Facility.

   The Association, their officers, directors, agents, legal representatives, and employees shall not be liable or responsible for, and shall be saved and held harmless by Homeowner/Resident, Homeowner's/Resident's family, employees, guests (invited or uninvited), patrons, visitors (including caterers), or any other person or persons from and against any and all claims and damages of every kind, for injury to or death of Homeowner/Resident, Homeowner's/Resident's family, employees, guests (invited or uninvited), patrons, visitors (including caterers), or any other person or persons and for damage to or loss of property, arising out of or attributed, directly or indirectly, to the Association's operations and the Homeowner's/Resident's use of the Facility.

   The Association, their officers, directors, agents, legal representatives, and employees shall not be liable to Homeowner/Resident, or Homeowner's/Resident's family, employees, guests (invited or uninvited), patrons, visitors (including caterers), or any other person or persons for any damage to person or property, caused by the negligence of the Association or due to the Facility or any appurtenances being improperly constructed, or being or becoming out of repair, nor for any damage from any defects or want of repair of any part of the Facility. Homeowner/Resident accepts the facility as suitable for the purposes for which it is used and accepts the building and each and every appurtenance, and waives any defects, and agrees to hold the Association harmless from all claims for any such damage, including attorney's fees and any other claims and expenses incident thereto.

7. Conduct of Guests. The Homeowner/Resident is solely responsible for the conduct of guests at the Facility incidental to or during the time of the use hereby contemplated. The Homeowner/Resident must be present in the Facility at all times during such period as the Facility is used by their guests. Alcohol will not be allowed in and around the pool area. Security deposit of $100.00 will be forfeited and closure of the Facility will occur should the party sponsor or any guests consume alcohol in or around the pool area.

8. Liability for Clean up and Damage. The homeowner/resident shall be responsible for vacating the facility in a timely manner following the event for which this contract is entered. Homeowner/Resident shall be responsible for clean-up of the Facility immediately following the event for which this Contract is entered and for any damage or destruction to the Facility, which occurs as a result of the conduct of Homeowner/Resident or the guests of said event. If clean-up of, or damage to, the Facility is required/found, the Association shall deduct from the Reservation Deposit any cleanup or repair expenses required by the Facility resulting from use of the Facility by the Homeowner/Resident or Guests. Should the amount required for clean up or damages exceed the amount of the Reservation Deposit, the Homeowner/Resident agrees to reimburse the Association, immediately upon demand, any sums required for corrective action needed/taken at the Facility. A cleaning fee will be collected when pool parties are initially booked.

9. Control of Function. The use of the Facility shall be subject at all times to the control and supervision of the Association, the Board of Directors and/or any designated representative, who may, without notice to Homeowner/Resident, demand cessation of any function and request guests to leave the Facility.

10. Termination. The Association or any officer of Association shall have the right to terminate this Contract for any reason including, but not limited to, non-payment of fees or deposits.

11. Assignment. This Contract may not be assigned by Homeowner/resident.

12. **Access. Exclusive access to the Facility is not granted until the hours stated above in this contract and the Homeowner/Resident is present. The Homeowner/Resident must be in possession of a valid VWOA Identification Card.**

13. Entire Agreement. This Contract contains the entire agreement among the parties regarding the subject matter hereof.

14. Staffing Guidelines For Pool Parties.

Number Of People	Number Of Staff Required
1 to 60 people	2 lifeguards
61 – 125 people	3 lifeguards
All Functions	1 gate-guard

(Revised April 2011)

Homeowner: _____ _____
(Printed Name) (Daytime Phone)

_____
(Address)

_____ _____
(Signature) (Date)

For the Villages of Westcreek Owner's Association:

- ☐ This Owner has been confirmed to be a member in good standing. _____ (Initials)
- ☐ Total number of guests (swimmers and non swimmers)_____(Initials)

_____ _____
(Printed Name) (Daytime Phone)

_____
(Printed Position within the Assn)

_____ _____
(Signature) (Date)

==========

FOR OFFICIAL USE

_____ _____ _____ _____
(Check #) Deposit (Date) (Amount) (Date/Time emailed)

_____ _____
Returned Date (Initials)

==========

CIRCLE AMOUNTS

Usage Fee:	$60.00		
Lifeguards 1 & 2:	$40.00	(1 to 60 people)	*$10.00 per hour per employee*
Lifeguard 3:	$20.00	(61 to 125 people)	*$10.00 per hour per employee*
Gate Guard:	$20.00		*$10.00 per hour per employee*
Cleaning Fee:	$30.00	(1 to 60 people)	
	$35.00	(61 to 125 people)	

TOTAL: $150 or $175

CASH $_____
CHECK# $_____
CREDIT CARD: $_____ DATE: _____

(Revised April 2011)