



Villages of Westcreek
Owners' Association

**Use Contract
for
Swimming Pool**

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") and the Villages of Westcreek Owners' Association, Inc. ("Association").

Homeowner 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 to have such use of the Facility only upon the terms and conditions contained in this Contract, which terms and conditions Homeowner accepts.

Now, therefore, in consideration of the agreements and covenants contained in this Contract, which the parties acknowledge are sufficient consideration, Association and Homeowner 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. Right to Use. Homeowner shall have the exclusive right to use the Facility on _____, 20___, between the hours of _____ (CDST) and _____ (CDST) 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. Reservation Deposit. Homeowner shall pay to the Association as a Reservation Deposit the sum of \$100.00 for the Facility at the time of execution of this Contract. The Association shall return the Reservation Deposit check to the Homeowner after the Facility has been inspected for damage by an employee of the Association immediately following the event. The Reservation Deposit will be refunded if no damage to the Facility is discovered. Refund shall be disbursed through the US Postal Service on the following business day.
4. Usage Fee, Lifeguards, and Gate-guards. Homeowner will pay a Usage Fee of \$50.00 at time of event booking. Homeowner 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. Refunds. If an event is cancelled because of inclement weather; the Homeowner or Resident has the option of getting a refund or, within the current year, rescheduling the event within the

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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 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 or Homeowner'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, Homeowner'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, Homeowner'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 use of the Facility.

The Association, their officers, directors, agents, legal representatives, and employees shall not be liable to Homeowner, or Homeowner'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 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 is solely responsible for the conduct of guests at the Facility incidental to or during the time of the use hereby contemplated. The Homeowner 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. Homeowner 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 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 or Guests. Should the amount required for clean up or damages exceed the amount of the Reservation Deposit, the Homeowner 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 and/or the Board of Directors, who may, without notice to Homeowner, 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.
12. Access and Key(s). Access to the Facility is not granted until the hours stated above in this contract. Key(s) will not be required for this contract.
13. Entire Agreement. This Contract contains the entire agreement among the parties regarding the subject matter hereof.
14. Staffing Guidelines For After Hour Pool Party.

<u>Number Of People</u>	<u>Number Of Staff Required</u>
1 to 60 people	2 lifeguards
61 – 100 people	3 lifeguards
All Functions	1 gate-guard

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)

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FOR OFFICIAL USE

_____ (Check #) Deposit	_____ (Date)	_____ (Amount)	_____ (Date/Time emailed)	_____ Returned Date	_____ (Initials)
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CIRCLE AMOUNTS

Usage Fee:	\$50.00		
Lifeguards 1 & 2:	\$40.00	(1 to 60 people)	\$10.00 per hour per employee
Lifeguard 3:	\$20.00	(61 to 100 people)	\$10.00 per hour per employee
Gate Guard:	\$20.00		\$10.00 per hour per employee
Cleaning Fee:	\$30.00		

TOTAL: \$140 or \$160

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