

**SENATOR'S RIDGE HOMEOWNERS ASSOCIATION, INC.
POOL AND/OR CLUBHOUSE RESERVATION AND USE AGREEMENT**

In consideration for the Senator's Ridge Homeowners Association, Inc. ("Association") allowing me the use of the:

- Association's pool facilities, equipment and furnishings therein (hereinafter "Pool Facilities")
 Association's clubhouse, equipment and furnishings therein (hereinafter "Clubhouse Facilities")

(hereinafter referred to as "Recreational Facilities") on _____, 20____, I, the undersigned, agree as follows:

1. I am reserving the Recreational Facilities for the purpose of _____ (the "Function") which will be attended by not more than _____ () people.
2. I hereby acknowledge that use of the Pool Facilities during normal operational hours will be non-exclusive and that my Function cannot interfere with the use of the Pool Facilities by other Association members and their guests.
3. If reserving the Pool Facilities, I understand that a lifeguard must be present throughout the entire Function. If the Function will last beyond normal operating hours, I am responsible for hiring a lifeguard for the Function during the period of time outside of normal operating hours by contacting the Pool Chairperson at least two (2) weeks prior to the Function. I will submit payment for the additional lifeguard expense one (1) week prior to the event.
4. The Function will be held between the hours of and on _____, 20 . I understand that continued use of the Recreational Facilities after the hours for which it has been reserved will constitute a breach of this Agreement and will result in forfeiture of my deposit.
5. I will submit payment in the amount of _____ (\$_____) Dollars to the Association as a cleaning fee for the Recreational Facilities, which is due and payable upon submission of this Agreement.
6. I will make a deposit in the amount of Dollars (\$), which is due and payable at the time the Association keys are picked up. I further understand and agree that this deposit will be used to pay for any and all damages resulting to the Recreational Facilities, its contents, or any other portion of the Association property from my actions or any actions of persons present at, attending, or in any other way related to the Function. An authorized Association representative shall inspect the premises within forty-eight (48) hours after the keys are returned to him or her. I understand that any charges made against my deposit will be explained. If costs of repairs exceed the amount of my deposit, I agree to pay the Association the full cost of all repairs within ten (10) days of receipt of a written explanation of the damages and a bill from the Association for such repairs. I agree that all deposits, fees, cleaning and repair charges and any and all other expenses incurred by the Association as a result of the use of the Recreational Facilities under this Agreement shall be considered a personal obligation and the Association is entitled to pursue all remedies at law or in equity against me.
7. I assume all responsibility, risks, liabilities, and hazards incidental to the activities applied for (including, but not limited to the serving of alcoholic beverages), and hereby release and forever discharge the Association, its officers, directors, employees, agents, and members, present, past, and future, from any and all claims, costs, causes of action, and liability for personal injury or death and damage to or destruction of property arising from my use of the Recreational Facilities and its appurtenances. I hereby agree that, if alcoholic beverages are served at the Function, then alcoholic beverages shall: (1) not be sold at the Function, (2) not be served or allowed to be provided to minors at the Function, and (3) shall only be provided to or served to adults in a responsible manner.
8. I agree to indemnify and hold harmless the Association, its officers, directors, employees, agents, and members, present, past, and future, from any and all charges, claims, costs, causes of action, damages and liabilities (including but not limited to attorneys fees) for any and all injuries, to either person or property, suffered by me, my family members, employees, agents, servants, guests, invitees, any member of the Association or any other person which arise from or are in any way related to the above Function, activity, rental, or use of the Recreational Facilities.
9. I agree that no person at the Function will be charged any type of admission fee to attend the Function and that nothing will be sold at the Function.
10. I assume all responsibility for the actions and behavior of all persons present at, attending, or in any other way related to the Function and agree to be personally responsible for causing all such persons to comply with the Association's Rules and Regulations. I acknowledge that violation of any provision of the Association's Rules and Regulations by any person present at, attending, or in any other way related to the Function, may in the sole discretion of the Association's Board of Directors, result in forfeiture of my deposit.

11. I understand that I am being granted the non-exclusive use of the Pool Facilities for the time period described above, and/or exclusive use of the Clubhouse Facilities for the time period described above, subject to the right herein reserved by the Association to enter the facilities and terminate my use thereof should the conduct of any person using the Recreational Facilities endanger the health, safety, or well-being of any person or constitute a threat to any property.

12. I am at least twenty-one (21) years of age, have no unpaid fees due to the Association, and will be in attendance at the Function at all times during the Function. I hereby agree and represent that the Recreational Facilities will be used for lawful purposes only and that if any conduct at the Function I am sponsoring violates federal, state or local laws or ordinances, my rights to use the Recreational Facilities under this Agreement shall terminate and the Association shall have the right to take possession of the Recreational Facilities and instruct my guests to leave the property.

13. I agree to return the Association keys to _____ on or before the next business day after the Function. I agree not to make or allow to be made any copies of the keys.

14. In the event of cancellation of my reservation forty-eight (48) hours or more before the rental date, the deposit and the cleaning fee will be refunded in full. Cancellation after this time period will result in a charge of fifty dollars (\$50.00) which will be deducted from the deposit.

15. Subject to those deductions provided for in this Agreement, the deposit will be refunded in whole or in part in person by a Board member or by mail.

16. I agree to be bound by the Pool and Clubhouse Rules (“Rules”) and to clean the facilities after use as required by the Rules. I acknowledge that I have received a copy of the Rules attached hereto and incorporated herein. Specifically, I agree to do the following before vacating the Recreational Facilities after the Function:

- a) Remove all trash from the Pool Facilities, Clubhouse Facilities and adjacent common areas (including refrigerator items) to the trash receptacles provided at the Pool Facilities and Clubhouse Facilities;
- b) Return all furniture to its pre-event position;
- c) Remove all equipment or party supplies used during the event; and
- d) Replenish any bathroom and/or kitchen consumables used.

17. The Association shall provide a clean and orderly facility for the Function and shall ensure that there is toilet paper, hand soap, paper towels (for bathrooms) and large trash bags present in the Recreational Facilities.

18. I understand that my reservation of the Recreational Facilities on the aforementioned date will not be confirmed nor will this Agreement be binding until such time as this Agreement has been executed by the Association and all deposits have cleared the bank.

19. I have carefully read and understand this Reservation and Use Agreement and agree to be bound by its terms.

OWNER:

Signature
(Name, Please Print)

Address

ASSOCIATION: SENATOR’S RIDGE HOMEOWNERS ASSOCIATION, INC.

By: _____ (Seal)
Pool or Clubhouse Committee Chairperson

Attest: _____ (Seal)
Director