

Brooktree Swimming Pool

Private Event Rental Agreement After Regular Pool Hours

A Pool Rental Agreement is made and entered into this _____ day of _____, 20____, by and between the Brooktree Homes Association, Inc. hereinafter referred to as **Owner**, and _____, hereinafter referred to as **Tenant**.

WITNESSETH: **Tenant** shall be provided the use of the Brooktree Swimming Pool, hereinafter referred to as **Facilities**, subject to the following terms and conditions:

1. The Private Event shall take place on _____, 20____ between the hours of _____ and _____.
2. The maximum number of persons attending the event shall be _____.
3. The type or description of the event is _____.
4. The Pool rental fee of \$100.00 shall be paid to Brooktree HOA when this contract is signed to reserve the facility for the event and the check will be held until the day of the scheduled event. A security deposit of \$250.00 made out to Brooktree HOA shall both be paid to a manager or board representative no later than two days (48 hours) in advance of the Private Event date. Tenant will make payment directly to Lifeguards at the beginning of the event in cash or check. Lifeguards shall each be paid \$20.00 per hour for all scheduled Private Event hours, as listed in item #1 of this Agreement, including the hour required for clean-up and pool closing and securing. Reservations (with payment) will be made on a first-come, first-served basis.
5. **Tenant** hereby attests that he/she is a bona-fide Brooktree homeowner and is a member in good standing of the Brooktree Homes Association Inc. **Tenant** understands and agrees that any expense of clean-up and/or repair following the event shall be the sole responsibility of the **Tenant**. Failure to pay such cost to the **Owner** shall result in a lien against the **Tenant's** Brooktree property.
6. **Tenant** agrees that, for all persons age eighteen (18) or under in attendance, there will be at least one person over the age of twenty-one (21) acting as supervisor for every eight (8) person's age eighteen (18) or under. Tenant is required to be in attendance at the Private Event.
7. **Tenant** must have at least two Lifeguards on duty at all times during the Private Event. If more than 38 persons are in attendance, there must be one additional Lifeguard for each 38 persons (or fraction thereof) in attendance. (The pool management company currently under contract will assign the appropriate number of Lifeguard(s) needed to staff the event.) Any additional guests not covered by the original number of Lifeguards hired will not be admitted and if an additional guard is needed the night of the party, a \$40 fee per hour will apply. PLEASE include all possible guests at the time of booking to avoid any extra charge.
8. **Tenant** agrees that consumption of alcoholic beverages by guests or other attendees will be in accordance with the legal drinking age established and enforced by local and state law. Any violation of this may result in immediate termination of the event and forfeiture of the entire deposit. (In addition, legal action, including arrest, may be taken by Gladstone Public Safety Officers against sponsoring **Tenant** as well as against individual attendees/guests)
9. Under no circumstances shall any illegal substance be brought into **Facilities** or onto any part of the premises, including the parking area, volleyball court, and park. Weapons are also prohibited.
10. No glass containers of any type are allowed inside the Facilities, or in the parking area.
11. **Tenant** shall insure all attendees and guests, whether invited or not, adhere to all Pool Regulations as set forth in the Brooktree Directory, Brooktree website and as posted at the Pool, during the Private Event.
12. **Tenant** agrees all activities (music, entertainment, etc.) related to the scheduled event will cease by or before 12:00 midnight. This includes any/all event activities which could potentially disturb the peace and tranquility of Brooktree residents. Pool staff has been instructed to shut off all electricity if necessary

to enforce this time constraint for activities. **Please Note: Pool staff is also required to call Law Enforcement if needed to properly enforce Private Event scheduled hours. Any entertainment after 11:00pm must have a noise variance issued by the city of Gladstone.**

13. **Facilities must be cleaned by Pool Staff and vacated by Tenants, including the parking area, no later than 1:00 a.m. immediately following the event.**

14. **Tenant** accepts full responsibility for the actions of both invited and uninvited guests, and other attendees, as well as for any damage to **Facilities**, equipment or furnishings which in the sole judgment of **Owner**, have been caused by the **Tenant** or by the **Tenant's** attendees. **Tenant** agrees to pay, in full to **Owner**, the amount of such damage and further agrees that if such payment is not made within 30 days following the event; such payment will be charged to **Tenant** as a Homeowner's Assessment against **Tenant's** residence. Said assessment shall in no way limit or prevent **Owner** from enforcing any part(s) of this Agreement in any court of competent jurisdiction.

15. **The Security Deposit will be returned to the Tenant provided that: A) Facilities are left in a clean and orderly condition immediately following the function. B) No damage, other than normal wear, as determined solely by the Board of Directors, has occurred. C) Tenant has abided by all terms of this Agreement and as stated herein.**

16. Any member of the Brooktree Homes Association Board of Directors, or their designated representative(s), shall be allowed reasonable access to all **Facilities** during the event, whether or not there is a reason to believe that a violation of this Agreement has in fact occurred, is occurring, or may occur. If, in the reasonable judgment of any Brooktree Homes Association representative(s), any term or condition herein has been violated by **Tenant**, guests, invitees or other attendees, the event may be declared "terminated." In such case, **Tenant**, guests, and invitees shall vacate the premises in a peaceful, orderly, and prompt manner, and all terms and conditions of this Agreement shall still apply. In such case, **Owner** may retain any or all of the security deposit at **Owner's** sole discretion.

17. **Tenant** agrees that should court action be initiated by **Owner** to enforce the terms of this Agreement, **Tenant** will pay **Owner's** attorney fees related to such action.

18. **Tenant** accepts complete responsibility for any/all injury (is) arising from the **Tenant's**, **Tenant's** guests', or other attendee's negligence.

19. **Tenant** attest to having a homeowner's insurance policy currently in effect, as provided by the _____ insurance company.

20. **Tenant** agrees that the Pool Staff-In-Charge and/or any Brooktree HOA Board member, at their sole discretion, may close the pool and cancel the event at any time due to inclement weather or other unsafe pool conditions. Should the event be cancelled due to inclement weather or other unsafe pool conditions, the rental fee and security deposit will be returned to **Tenant**, in full, within a reasonable time.

21. **Tenant** agrees to pay lifeguards scheduled to work the event, in full, should **Tenant** voluntarily cancel or reschedule the event, or should the event be cancelled for any reason listed in this agreement within a 48 hour (2 day) period prior to the time the event is scheduled to begin.

22. No exceptions to this contract are valid unless in writing and signed by both parties.

Tenant/Brooktree Homeowner

Date

Brooktree HOA Board of Directors Representative

Date