

HIGHLAND OAKS POOL AND PAVILION RENTAL AGREEMENT

This agreement is made effective as of _____, by and between Highland Oaks Homeowners Association Inc. (Hereinafter referred to as the Corporation) of Lawrenceville, Georgia 30043 and Homeowner _____ (hereinafter referred to as the Renter).

Renter's Property Address: _____

Renter's Email Address: _____

Renter's Phone Number: _____

DESCRIPTION OF SERVICES

The Renter wishes to utilize the Corporation's Pavilion () and/or Pool () for a private function from _____ to _____ on _____, 20_____.

PAYMENT

Deposit shall be \$100.00 for the pavilion and/or pool area. Checks should be made out to Highland Oaks Homeowners Association. The pavilion and/or pool area will be inspected and the pool company management will be contacted the following day for feedback/report. If Renter has performed his/her responsibilities in accordance with the Agreement, the deposit will be returned to the Renter. The Corporation reserves the right to withhold a portion or all of the deposit if conditions warrant. Any homeowner in good standing may request a waiver of deposit from the Board if the meeting is open to all homeowners and is for informational purposes only. All other terms of this Agreement remain unchanged including the ultimate responsibility of the Renter.

RULES

- Only one party will be allowed at a time.
- All parties require a refundable \$100.00 deposit. If the area is cleaned up and all rules have been adhered to the deposit will be returned.
- Each pool party is limited to 25 persons maximum; including the homeowner(s). The homeowner scheduling the party must provide a list of guest entering the pool gate. This may be done with a sign-in sheet at the time of the party. If more than 25 people are present, access may be limited to the pool until a sufficient number of people have exited the pool area.
- Serving alcohol is prohibited inside the pool area.
- All parties must end by 9:00 p.m. in accordance with the Agreement between the Renter and the pool management company. All guests must leave the common area by 9:00 p.m. Failure to do so may result in the authorities being called.
- The management company may charge additional fees if the renter/homeowner does not end the party at the time agreed upon.
- The management company reserves the right to refuse to allow private parties without prior notice to renter/homeowner if weather conditions, pool conditions, or other unforeseen circumstances arise.
- All parties must be schedule at least seven (7) days in advance to ensure lifeguard support.
- All parties must have additional lifeguard(s) present in accordance with the Agreement between the Renter and the pool management company. Lifeguard(s) must be hired through Positively Pools. The cost of the lifeguard is the Renter's responsibility.
- When pool parties are scheduled during normal pool hours, other Highland Oaks residents in good standing are permitted to use the pool.
- Renters must respect the privacy and property of Homeowners near the Common Area. Music or other activities which disturb said homeowners are prohibited and the Rental may be terminated.
- All parties require a signed contract prior to the party.
- It is the responsibility of the Renter to make certain pool umbrellas are closed, furniture is placed appropriately, and all other items which have been used during the party are in good order. The Renter is responsible for trash removal when using the Pavilion between October and May. Renter is to make certain that trash is placed in the appropriate container(s).

LIFEGUARDS

A lifeguard must be obtained to guard the party. The Renter is responsible for obtaining a lifeguard(s) for their party. The lifeguard company is:

Positively Pools
50 Victor Street
Lawrenceville, GA 30046
770-972-3111

Please mail payment with agreement to AMAG, Inc. P.O. Box 491537, Lawrenceville, GA 30049

- The Renter must request the lifeguard seven (7) days prior to the event.
- The number of lifeguards required and cost will be determined by Positively Pools.
- The lifeguard agreement is strictly between Renter and Positively Pools.
- One additional lifeguard shall be required for any teenage party or college age party. Renter agrees to provide one adult chaperone for each ten (10) people at a teenage or college age party.

RELEASE

Renter hereby assumes all responsibility, risks, liabilities and hazards incidental to the activities relating to my use of the Premises and fully release and forever discharge the Company and its Officers, Directors, Employees, Agents and Members; past, present and future, from any and all claims, demands, liabilities, causes of action and costs and expenses (including, without limitation, court costs and reasonable attorney's fees) for any injury or death and damage to or destruction of property arising out of or otherwise in connection with my use of the Premises and its appurtenances.

INDEMNIFICATION

Renter hereby agrees to indemnify and hold harmless the Company and its Officers, Directors, Employees, Agents and Members; past, present and future, from any and all claims, demands, liabilities, causes of action and costs and expenses (including, without limitation, court costs and reasonable attorney's fees) for any injury to either person or property, of whatever kind and nature, known or unknown, anticipated or unanticipated, suffered by me, my family members, Guests, Invitees, Employees, Agents, Servants or any member of the Company or any other person, arising out of or otherwise in connection with the above Rental and related activity.

ASSIGNMENT

The Renter’s obligations under this contract may not be assigned or transferred to any other person, firm, or Corporation without the prior written consent of the Corporation.

ENTIRE AGREEMENT

This agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

AMENDMENT

This agreement may be modified or amend if the amendment is made in writing and is signed by both parties.

SEVERABILITY

If any provision of this agreement shall be held to be invalid or enforceable for any reason, the raining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this agreement.

APPLICABLE LAW

The agreement shall be governed by the laws of the State of Georgia.

(The Renter’s Signature)

(Today’s Date)

A copy of the signed agreement must be provided to the Management Company as well as Positively Pools prior to the party. Only those homeowners who are current with any dues and/or other financial obligations to the Association may reserve the pavilion, pool, and/or tennis courts. As part of the reservation application, the homeowner acknowledges that they have received a copy of the Pool Rules by signing below.

(Renter’s Signature)

(Today’s Date)