



Highland Pointe Recreation Association, Inc.

Board of Directors

3750 Club House Court

Marietta, GA 30066-2472

Office: 770-973-0925

Email: Office@highlandponte.org

Website: www.highlandponte.org

Pool Party Membership Verification Form

Please complete this form and submit it to the Highland Pointe office **before** you submit your Lifeguard reservation form to Nautix Lifeguards and Maintenance. This form is for verification of your recreation membership only. Nautix will make the determination how many lifeguards are needed and the rate per hour.

For Nautix Lifeguards & Maintenance Office Use Only

Membership Confirmed By _____

Date Confirmed _____

AGREEMENT made as of this ____ day of _____, _____, by Highland Pointe Recreation Association, Inc., a Georgia non-profit corporation ("HPRA, Inc.") and

Name: _____ Address: _____

Email: _____ Phone Number: _____

Date of Pool Party: _____ Number of Guests: _____

Ages Group of Guests: _____

Will Alcohol Be Served: _____

1. You must be a Recreation member to have a party at the pool.

2. RELATIONSHIP. Recreation Member understands that this Agreement is a personal contract between Recreation Member and HPRA, Inc.

3. PHILOSOPHY. The parties agree that maintaining the property for and courtesy to other Recreation Members shall be considered a paramount objective and the parties shall strive to meet this objective in implementing this Agreement. The parties recognize that appropriate measures must be taken with Recreation Members and their guests who destroy property or who violate rules and regulations. Such measures may include immediate surrender of the Pool to HPRA, Inc. Recreation Member agrees not to sub-rent or permit anyone else directly or indirectly to rent the Pool on Recreation Member's behalf during the term of this agreement. Failure to comply with this clause may result in cancellation of renter's membership. Rental checks or charges with Nautix must be drawn from an account in the name of Recreational Member.

4. **Initial Here:** _____ Underage Drinking will not be tolerated. Cobb County Police will be called.

5. **Initial Here:** _____ CLEAN-UP. Recreation Member shall clean up the pool deck, remove all decorations and return tables, chairs and umbrellas to their original location and remove all trash and put all bags in the dumpster on the other side of the tennis courts.

6. PETS. Pets are not allowed in or about the Pool during your event.

7. INDEMNITY. Recreation Member agrees to indemnify and hold harmless HPRA, Inc. and its Board of Directors, staff and employees from all claims, suits, demands, causes of action or judgments that may arise out of a breach of this agreement or which may arise out of property damage or personal injury to third persons. In the event HPRA, Inc. successfully defends any action arising out of a breach of this agreement brought by Recreation Member or by others, or successfully defends any action for personal injury or property damage brought by third persons, HPRA, Inc. shall be indemnified and reimbursed for attorney's fees and court costs by the Recreation Member. Each party hereto binds its successors, assigns, heirs, administrators and executors. HPRA, Inc. assumes no responsibility or liability for loss or damage to Recreation Member's or guests personal belongings or other property.

8. FORCE MAJUERE. Neither HPRA, Inc. or Recreation Member or Permanent Homeowner Member shall be required to perform any term, condition, or covenant of this Rental Agreement during such time such performance, after the exercise of due diligence to perform, is delayed or prevented by acts of God, civil riots organized labor disputes, or governmental restrictions.

9. WASTE AND NUISANCE. Recreation Member or Permanent Homeowner per will not commit or suffer to be committed any waste upon or of the Premises, or any nuisance or other act or omission that disturbs the quiet enjoyment of any other Recreation Member or Permanent Homeowner Member, and Recreation Member or Permanent Homeowner Member will immediately abate any nuisance or said other act or omission upon demand of HPRA, Inc.

10. MINORS. Recreation Member shall provide one responsible adult chaperone for every 10 individuals not having graduated high school or under the age of 18 in and about the Premises.

11. USE. Recreation Member shall use the Premises only for the lawful and moral purposes as allowed in the State of Georgia under all laws, statutes and regulations, including the Rules and Regulations of HPRA, Inc. which Recreation Member, by execution hereof, confirms receipt.

12. SEVERABILITY. If this Agreement or any provisions herein shall be deemed invalid for any purpose by a court of competent jurisdiction, the intent of this Agreement or provisions shall, nevertheless, be enforceable to the extent necessary for such protection. Each article, paragraph, subparagraph, term, and condition of this Agreement shall be considered severable. If for any reason, any portion of this Agreement is determined to be invalid or in conflict with any law or rule in a final ruling issued by any court, agency, or tribunal with valid jurisdiction, that ruling shall not affect the validity or enforceability of any other portion of this Agreement.

13. TIME OF ESSENCE. Time and performance hereof are of the essence of this Rental Agreement.

14. ENTIRE AGREEMENT. The provisions of this Rental Agreement constitute, and are intended to constitute, the entire agreement between HPRA, Inc. and Recreation Member. No terms, conditions, warranties, promises or undertakings of any nature whatever, express or implied, exist between HPRA, Inc. and Recreation Member except as herein expressly set forth.

Initial Here: _____. **RULES AND REGULATIONS.** Recreation Member shall comply with such Rules and Regulations as may be prescribed by HPRA, Inc. from time to time, which in HPRA, Inc.'s reasonable judgment, are required for the reputation, safety, care or cleanliness of the buildings or the Premises, or the operations and maintenance thereof and the equipment therein, or for the comfort of Recreation Member and other Recreation Members and which shall not adversely affect Recreation Member's use of the Premises or Recreation Member's quiet enjoyment thereof. Recreation Member shall thereafter comply with said Rules and Regulations, and a violation of any of said Rules and Regulations shall constitute a default by Recreation Member under this Rental Agreement. A copy of the rules and regulations can be found on the Highland Pointe website.



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POOL SPECIAL EVENTS FEES AND INFORMATION

Lifeguard services are provided by Nautix Pools for all pool parties and special events. You may schedule a party or special event by first contacting the Highland Pointe office at **770-973-0925** and submitting the Pool Membership Verification form found on the HP website. You must be a recreation member to reserve the pool. You will need to reserve lifeguards by calling Nautix at **770-485-3672** or by reserving online at **www.nautixpools.com**. All reservations and check/PayPal payments must be received by the office at least four days prior to the event. Check payments should be made out to Nautix Lifeguards & Maintenance, LLC. and mailed to the following address:

3595 Canton Rd.
Suite A9, #120
Marietta, GA 30066

Lifeguard services, provided by Nautix will be billed at a rate of \$25.00 per lifeguard, per hour, with a minimum charge of \$62.50 per event. Each event automatically includes ½ hour labor charge (\$12.50) for time spent cleaning up. **If you are renting the clubhouse during your event and want your guests to have access to the pool, you will need to contact Nautix to let them know how many guests you will have, so they can make sure there is adequate lifeguard coverage.**

The number of lifeguards required per event will be based according to the following guidelines in order to maintain the proper lifeguard to swimmer ratio:

| | |
|-------------------------|----------|
| 15 to 25 attendees..... | 1 guard |
| 26 to 60 attendees..... | 2 guards |
| 61-100 attendees..... | 3 guards |
| 101 or more..... | 4 guards |

Should a party or special event be scheduled during normal operating hours, hiring of an additional guard will be required in order to maintain the proper lifeguard to swimmer ratio.

If you schedule your event less than 4 days in advance, there are additional fees involved. Nautix will provide you with all the rates.