



Prestonwood Forest Maintenance Association Agreement for Use of Pool Facilities

Agreement: This agreement sets forth the terms and conditions by and between the Prestonwood Forest Maintenance Association, Inc. (the "Association") and the member listed below.

Name: _____ Phone: _____
(Individually and collectively referred to as 'Renter')

Address: _____ City: _____ Zip _____

Emergency Phone: _____ Email: _____

(Check one) ___ Property Owner/Resident ___ Lessee/Tenant

Homeowner's Standing with the Association: _____

If Lessee/Tenant, Please provide the Property Owner Contact Information:

Property Owner Name: _____

Mailing Address: _____

Phone Number: _____

Term: The Renter agrees that use of Facilities (as specified below) shall be limited to:

(date) _____, between the hours of _____ and _____,

for the purpose of _____, with _____ (number of people) in attendance.

***For primarily children's parties please indicate the number of adults and children to be in attendance:

Number of Adults (18 yrs and older): _____

Number of Children (17yrs and below): _____

** Please note that for children's parties that the adult to child ratio must be at minimum 1 adult for every 5 children.

Facilities: (check one): ___ Pool I (13702 Prestonwood Forest Drive)

___ Pool II (14533 Ravenhurst Lane)

Renter warrants that he/she is at least 21 years of age, is a member in good standing with the Association; or if a tenant has the permission of the homeowner as evidenced by the owner's signature below. The renter further affirms that he/she will not employ the Facilities for any purpose other than



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that described to the representative of the Association and as noted in this agreement. All paperwork and payment must be from the owner/member of the Association.

There is a one hour minimum required for any rental and events must not extend beyond 11pm, summer swimming season only, and outside of the regularly scheduled pool operating hours.

All provisions set forth in any rules and regulations applicable to any of the Facilities (herein so called) are applicable to this Agreement and hereby incorporated herein by reference for all purposes as if set forth fully at length. Renter is encouraged to review such rules. In the event of inconsistencies, this Agreement shall control. Facilities may not be rented for any commercial purpose or for use by non-members.

Grant of Use Privileges. The Association hereby grants Renter the privilege of exclusive use of the Facilities for a single Event with an occupancy limit of 50 persons per rental. Guests in excess of this amount shall require special permission and require Renter to have at least one off-duty uniformed police officer (sheriff's deputy, constable, etc.) at Renter's sole cost and expense for the duration of the Event, including thirty minutes before and after the event. The Association reserves the right to require Renter to have an off-duty uniformed police offer for events with 50 guests or less, if it deems it to be necessary.

Use of other Facilities. This Agreement does not entitle Renter use of adjoining or nearby recreations facilities, specifically the clubhouse and the tennis courts area. Renter acknowledges that the Facilities will not be supervised by Association personnel. Renter further acknowledges that inherent risks exist in connection with the Facilities (by way of example and not in limitation to swimming pool, tennis courts, and common grounds) and Renter acknowledges that continuous supervision of the guests, including children, by Renter and Renter's guests is required and shall be the responsibility of Renter.

Event Arrangements. Renter acknowledges that Renter has advised the Association at the time of execution of this agreement of the nature of the Event, the anticipated number of attendees, the foods, drinks and entertainment to be used and other information relevant to the Event. Renter further acknowledges that the Association is relying on such information and representations by Renter. The Association shall approve or disapprove of all such arrangements prior to execution of this Agreement. Usage of additional lights and sound equipment must be declared and approved before the Event. Live Bands or amplifiers are not allowed without specific permission of the Association.

Prohibited Activities. No smoking is permitted within the Facilities. Renter shall not commit or allow to be committed any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for unlawful purpose. No motorized vehicles shall be allowed off paved streets areas: off paved areas refers to sidewalks, pool deck or turf areas. The foregoing restriction applies without limitation to Renter, guests, caterers, and deliveries. Disruptive or inappropriate behavior, abuse of the Facilities, failure to abide by the terms and conditions of this Agreement, of applicable Facilities Rules and Regulations, or any other action by or on behalf of Renter or any guests at the Event deemed by the Association or its agents not to be in the best interest of the Association shall be grounds for immediate termination of this Agreement, without recourse by Renter. Any noise shall be deemed a nuisance when it unreasonably disturbs the peace, quiet and comfort of the Association residents.



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Renter agrees that use of outdoor cooking appliances, including but not limited to barbecue grills, smokers, and fryers, is strictly prohibited inside the Facilities, in the Clubhouse courtyard, and under Clubhouse covered areas. Outdoor cooking appliances may be used outside of the Facilities on a front sidewalk and away from buildings. Renter is solely responsible for everyone's safety around these cooking appliances at all times. Renter agrees that all trash and debris generated from use of outdoor cooking appliances will be properly cleaned and removed from the facility at the close of the Event. The consumption of alcohol is strictly prohibited in and around the facilities. Glass containers and are strictly prohibited in and around the Facilities.

Condition of Premises. Renter agrees to surrender the premises at the end of the rental period in the same condition as when Renter took possession and **expressly agrees to pay the Association for any and all damage which may occur during the rental period over and above the amount of the security deposit.** excluding damages by Acts of God. Renter is responsible for all cleanup and trash removal at the end of the Event and before the Facilities gate is secured by the lifeguard. Renter agrees to pay for all damages and/or losses that may occur to the pool Facilities, restrooms and/or surrounding areas during or as a consequence of the Event. Renter further agrees to clean, or pay for the cleaning of the facilities, returning them to their prior condition. An inspection of the premises by the Association will determine disposition of the security deposit and additional charges.

General Indemnity. Renter agrees to defend, indemnify and hold harmless the Association and its affiliates, employees, authorized agents, officers, and directors from all liabilities, suits, claims, losses, damages, and expenses, including reasonable attorney's fees and expenses, of whatsoever kind and nature imposed upon, incurred by, or asserted against, the indemnified parties for: (i) the Breach of Renter's obligations, representations or warranties under this Agreement; or (ii) bodily injuries or death to persons or damage to or loss of or destruction of property caused by or resulting from the negligent acts or omissions of Renter, its agents, or its guests and to defend at its own expense all suits or proceedings arising out of any of the foregoing.

Lifeguard Fees. Renter agrees to employ lifeguard services, through the Association's pool contractor, for the entirety of the Event, at or above the standard rate of \$25 an hour per lifeguard, by scheduling through the Association representative. If Renter fails to employ lifeguard services through the Association's pool contractor, seven (7) days in advance of the Renter's event, this Agreement is null and void. Lifeguard fees are due payable to the Lifeguard on duty at the beginning of the event. The Facilities must be opened and closed by the lifeguards servicing the Event.

Rental Fee and Security Deposit. A rental fee of \$100.00, payable to Prestonwood Forest Maintenance Association and a security deposit of \$100.00 (payable by separate checks) are due twenty (20) days in advance of Renter's Event. If said fees are not received by the established date, this Agreement is null and void, and the Association is free to rent the Facilities to others. The security deposit will be held until the Association has inspected the Facilities and remainder of the premises. The deposit will be returned to Renter within 5 business days of the Event. Any non-routine cleaning, maintenance or repair work required or replenishment of supplies needed as a result of the Event will be deducted from the security deposit. The Association will assess costs in excess of the security deposit to the Renter and Renter agrees to reimburse the Association for the same upon demand.



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Cancellation. Written notice is required a minimum of 48 hours prior to the scheduled Event to cancel the Rental and this Agreement. The Association reserves the right to enforce a cancellation fee at its discretion.

Miscellaneous Items.

- a. Association furniture must not be removed from the Facilities
- b. Furniture the Renter intends to bring must be approved in advance by the Association as appropriate for the pool deck surface.
- c. Renter and guests must leave promptly at the end of the Event. Renter and guests are not allowed on Facilities premises without the presence of the contracted lifeguard.
- d. Lost or stolen articles are not the responsibility of the Association.
- e. This Agreement may be modified or amended in writing only, signed by the Association and Renter.
- f. This Agreement represents the entire agreement of the parties and there are no representations written or oral, not specifically set forth within.
- g. The Association does not warrant or represent Facilities are fit for any particular purpose and it is Renter's responsibility to determine if Facilities are suitable for Renter's intended use.
- h. Renter acknowledges having read and understood this Agreement.
- i. Renter agrees to advise guests of the provisions of this Agreement with respect to warnings and requirements set forth herein.
- j. In the event this Agreement is executed by more than one individual on behalf of Renter, the obligations herein shall be joint and severable.
- k. The Association reserves the right to specify the ending time for Renter's Event in this Agreement and enforce the ending time by closing the Facilities.

*****Please note that rental of the pool facility will not be approved unless Association dues are paid in full.*****

RENTER

_____/_____/_____/_____

Signature / Date Owner/Member (if applicable) / Date

ASSOCIATION

_____/_____/_____

Signature / Title / Date



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I, _____ am a MEMBER of Prestonwood Forest Maintenance Association, Inc. (“the Association”) and, therefore entitled to use various recreational facilities owned by the Association, subject to certain rules governing the availability and use of the facilities. I acknowledge that the Association, by and through its managers, agents, and contractors manages the recreational facilities (collectively referred to as “Managing Parties”). I also acknowledge that agents and employees of the Managing Parties provide instructions regarding use of equipment available at the facilities, but such agents and employees are not trained to evaluate whether I am, or members of my family or my guests are suitably fit to use any such equipment or to determine what level of physical exertion may be appropriate for me, members of my family or my guests. I am not relying upon the Managing Parties, or any of their agents or employees for any purpose with regard whether I am or any of my family or my guests are, in an appropriate physical condition to use any equipment at the facilities or engage in any type of exercise at the facilities. I agree, for myself, members of my family, and my guests to hold the Association, and the Managing Parties, their respective officers, directors, agents, and employees harmless from and against any and all claims of injuries to myself, any members of my family, any of my guests, and/or any guests of any member of my family, resulting from my/their use of any Association facilities. Further, I understand the Association and Managing Parties are not responsible for lost or stolen property, whether items of personal property or identification records or material and I hereby release the Association and Managing Parties from any and all liability therefore. I hereby affirm that I have fully read and understand this **Hold Harmless Agreement**.

Signature: _____

Print Name: _____

Date: _____

Telephone: _____

Please return signed forms to

High Sierra Management

P.O. Box 940267

Katy, TX 77094

Fax 281-391-7913