

**Brightwater Homeowners Association
Missouri City, Texas 77459**

POOL RENTAL CONTRACT

NOTE: The Pool is located at 2410 Brightwater Drive, Missouri City, Texas 77459. Any correspondence relating to the rental should be directed to the Pool Chairperson; do not send this contract or rental fees to the Pool address.

THE STATE OF TEXAS

COUNTY OF FORT BEND

This Pool Use Contract (“Contract:”) is made and entered into by and between Brightwater Homeowners Association (the “Association”) and _____ (the “Resident”), whose address is _____ in Missouri City, Texas 77459 and telephone number is (_____)_____.

WHEREAS, the Resident is a member in good standing of the Association and specifically is not delinquent in the payment of the annual maintenance assessment or any special maintenance assessments or charges as those terms are used in the Declaration of Covenants, Conditions and Restrictions for Brightwater and any Supplemental Amendments thereto; and

WHEREAS, the Resident does not have pending before any forum, judicial, non-judicial or administrative, including any forum for alternative dispute resolution as that term is used in Title 7 of the Texas Civil Practice and Remedies Code, any dispute with or claim against the Association; and

WHEREAS, the Resident has agreed to and will assume complete, absolute, and sole personal responsibility and liability for any and all injury or damage to persons or property, real or personal, resulting from, or attributable to, the Resident’s use of the Facility;

NOW THEREFORE, the Association and the Resident agree as follows:

1. **FEES:** The Association grants to the Resident the use of the Facility on _____, 20____, from ____o’clock P.M. until ____o’clock P.M. of the same day. The Resident agrees to pay a rental fee as follows:

0-2 hours	\$20.00
Each additional hour or portion thereof	10.00

The fee for the use of the Pool may either be paid in cash or by check made out to Brightwater HOA and must be delivered to the Pool Chairperson prior to the pool use.

SET UP AND CLEAN UP TIME IS INCLUDED IN THE RENTAL HOURS

2. **RULES:** The Resident agrees to use the Facility in accordance with the following rules (Resident to initial)

RULES FOR THE POOL _____ (initial here)

- (a) All Pool Rules must be observed (see Exhibit “A”)
- (b) No barbecue grills are allowed in the Pool area.
- (c) Parties with people under twenty-one (21) years of age must have adequate supervision. Parties for people 13 to 18 years of age will also require an off-duty Missouri City Policeman and 24-hour notice must be given that such a person has been obtained or the party will be cancelled. Contact Dan Flagg at the Missouri City Police Department (281-403-8700) to make arrangements. Adequate supervision is a person 21 years of age or older in the Pool area with the following ratio:
 - 1 - 40 persons: at least 2 supervising people
 - 41 - 60 persons: at least 3 supervising people
 - 61 - 80 persons: at least 4 supervising people
- (d) Private parties may only take place after operating hours: After 8:00 P.M. weekends in May and August during the school year and after 8:00 P.M. or 9:00 P.M. depending on the day of the week, during the time school is out for the summer.
- (e) The Resident renting the Pool is responsible for clean-up as described in the Inspection Form attached hereto as Exhibit “A-1” and made a part hereof for all purposes.
- (f) Resident must be present during rental.
- (g) Pool area will be closed by 11:00 P.M.
- (h) No alcohol is allowed. This includes beer, wine, wine coolers, champagne, etc.
- (i) No smoking is allowed.

THESE RULES APPLY TO EVERYONE – THERE ARE NO EXCEPTIONS

3. **CANCELLATION POLICY.** The Resident agrees to notify the Pool Chairperson of the cancellation before 5:00 P.M. the day preceding the scheduled rental. If the scheduled rental is on Saturday or Sunday, the Resident agrees to notify the Pool Chairperson no later

than 5:00 P.M. the preceding Friday. The Resident agrees to pay Ten Dollars (\$10.00) if notification of cancellation is made after the specified time. Resident agrees to pay the agreed rental amount for failure to notify the Pool Chairperson of the cancellation.

4. **OCCUPANCY LIMIT.** The Resident agrees that no more than _____ persons, including the Resident, will use the Facility at any one time.
5. **LIFEGUARDS.** The Resident agrees to pay separately for lifeguards on duty during the period of use of the Facility, an amount of Twenty-Five Dollars (\$25.00) per hour or portion of an hour per lifeguard. A portion of an hour shall be no less than 15 minutes. This fee shall be paid to the Pool Chairperson before the Pool Party either in cash or by check payable to the Pool Company (Sweetwater Pools). The Association shall not be held responsible for lifeguards not showing up or being late. Lifeguards are based on the number of people in the pool area, regardless of whether they intend to swim or not. The number of required lifeguards will be determined as follows:

1 - 40 persons - 2 lifeguards
41 - 60 persons - 3 lifeguards
61 - 80 persons - 4 lifeguards

A non-refundable Pool Party Administration Fee of Thirty Dollars (\$30.00) is required by the Pool Company and should be made payable to Sweetwater Pools.

6. **VACATING OF PREMISES.** The Resident agrees that the Facility used by the Resident and his guests will be clean and that all persons will vacate the Facility not later than 11:00 P.M.
7. **SECURITY DEPOSIT.** At the time this Contract is signed, the Resident shall deliver to the Pool Chairperson, cash, (the "Security deposit") in the amount of **One Hundred Dollars (\$100.00)**. The Security Deposit will be returned in full if: (a) there is no damage to any portion of the Facility covered by this Contract resulting from, or attributable to, the Resident's use of the Facility, or (b) there are no unacceptable areas shown on the Inspection Form, attached hereto as Exhibit "A-1" and made a part hereof for all purposes. If there is any damage or any unacceptable areas shown on the Inspection Form, then the Security Deposit will be applied against the cost of repairs. **At the beginning of the rental period, it is the responsibility of the Resident to report any damage or other condition, which the Resident considers unacceptable, to the Pool Chairperson for the Association. Failure to report such damage or condition shall constitute acceptance by the Resident of the condition of the Facility.**
8. **INSPECTION.** After the Resident vacates the Facility, it shall be inspected by an authorized agent of the Association. The inspecting agent will use the attached Inspection Form Exhibit "A-1" as a guideline for inspecting the Facility to determine if the Facility requires any additional cleaning, repairs, or replacement of any items damaged resulting from, or attributable to, the Resident's use of the Facility. The Resident agrees that if, in the sole judgment of the Association or any of its authorized representatives: (a) the

Facility needs to be cleaned or repaired; or (b) any damaged items should be replaced as a result of, or attributable to, the Resident's use of the Facility, whether or not the Security Deposit is enough to pay for the cost of such items, then the Association may immediately clean or repair the Facility or replace the damaged items. The amount of the Security Deposit will be applied to any costs, charges or expenses incurred by the Association, as a result of the Resident's use of the Facility. If the Security Deposit is not adequate to pay for the foregoing, then the Resident will be responsible for all costs incurred and will be invoiced by the Association. The Resident agrees to pay any invoiced costs, charges, or expenses within thirty (30) days, interest shall accrue at a rate of eighteen percent (18%) per annum from the thirtieth day following the date of the invoice until paid and all such amounts shall be added to, and become part of, the assessment due by the Resident under the Restrictive Covenants. The selection of the contractor for any cleaning, repairing or replacement shall be within the sole discretion of the Association or its authorized representative.

9. **INDEMNITY.** The Resident agrees to assume complete and sole responsibility and liability for any and all injury, death, or damage to property, real or personal, during the term of this Contract. The Resident shall indemnify and hold the Association harmless from any and all claims, demands, actions, suits, or proceedings made against the Association arising out of, or in any way related to, the use of the Facility by the Resident provided that this shall not obligate the Resident to any liability for any gross negligence or willful misconduct of the Association or its authorized representatives. This indemnity shall also include all sums payable or paid by the Association for legal fees or court costs. The selection of legal counsel shall be within the sole and absolute discretion of the Association.
10. **GOVERNING LAW.** This Contract shall be construed under, and in accordance with, the laws of the State of Texas and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.
11. **BINDING EFFECT.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. If there is more than one Resident, they shall be bound jointly and severally by the terms, covenants and agreements herein.
12. **SEVERABILITY.** In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceable shall not affect any other provisions hereof, and this Contract shall be construed as if the invalid, illegal or unenforceable provisions had never been contained herein.
13. **GENERAL.** When used herein, and whenever the text so permits, the singular shall include the plural and the use of any gender shall include all genders.

14. **ENTIRE AGREEMENT.** This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings, or written, or oral agreements between the parties with respect to the Resident's use of the Facility.

I CERTIFY AND ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND THIS CONTRACT. I FURTHER STATE THAT I VOLUNTARILY ENTERED INTO THIS CONTRACT AND I AGREED TO ITS TERMS AND CONDITIONS.

Signed and accepted in Fort Bend County, Texas on this _____ day of _____, 20_____.

RESIDENT

Signature of Resident

Signature of Resident (if more than one)

BRIGHTWATER HOMEOWNERS ASSOCIATION

Pool Chairperson

**The Brightwater Homeowners Association is currently managed by
Crest Management Company, 17171 Park Row, Suite 310, Houston, TX 77084**