

**BRIGHTON LAKES H. O. A. POOL RENTAL AGREEMENT
AFTER NORMAL OPERATIONAL HOURS**

Name _____

Address _____

Home # _____ Work # _____

Date of Rental _____ Purpose of Rental _____

The Reservation Deposit required is \$350.00 and is due no later than one (1) week prior to the reservation. Accepted payment will be Personal Check or Money Order only, made payable to Brighton Lakes Homeowners Association. The deposit check will be returned to you upon completion of the post reservation inspection. The Charge to rent the Pool after regular operational hours is _____ for two (2) hours and is due no later than one (1) week prior to the reservation and is a separate Personal Check or Money Order.

All members and guests shall obey all the Pool Rules and Regulations as set forth by the Pool Committee and the Board of Directors. All children must be accompanied by an adult while in the pool and deck area. Absolutely No Glass is allowed anywhere within the confines of the pool or deck. Drinks may be contained in non-breakable containers and may be enjoyed at your chair side on the outer edges of the deck. No food is allowed in the pool or on the pool deck. No smoking is allowed. No running, rough play or abusive language will be tolerated. No hanging on the lane lines is permitted. Any music is to be kept at a moderate volume level. Should the weather warrant closing of the pool all members and guests will be asked to leave the pool immediately. All trash and belongings must be removed to your home after the rental.

This agreement reserves only the private use of the pool. Members and guests of the party are not to be in the clubhouse unless a separate contract has been signed for its use. The undersigned understands that they are responsible for the actions of self and guests while on the property. The pool and surrounding areas are to be left promptly and quietly so as to not disturb the residents in the vicinity. Should the maintenance staff or police be called due to excessive noise or other problems the cost for any overtime will be deducted from the deposit.

Any damage caused either directly or indirectly by the use of this facility will be the sole responsibility of the undersigned. Violation of the terms and conditions of this agreement may result in the forfeiture of any or all the deposit as may be determined by the Board of Directors. Any objection to the imposition of the deposit forfeiture must be in writing and delivered to the Board of Directors within thirty (30) days of the notice. The Board will rule on any objections at a regularly scheduled Board meeting within a reasonable time of the objections. Ruling on objections may be continued for good cause shown. Any person stating objections to the imposition of the deposit forfeiture will be given notice of the time and place of the Board meeting and may appear, if they so desire, to contest the deposit forfeiture. All decisions of the Board shall be final and binding and recorded in the Board Meeting Minutes.

I do hereby fully release and discharge the Association and its officers, agents, servants and employees from any and all claims from injuries, including death, damages and loss which I may have or which accrue to me on my use of the pool.

I further agree to indemnify and hold harmless and defend the Association and its officers, agents, servants and employees from any and all claims resulting from injuries, including death, damages and loss sustained by me and arising out of, connected with, or in any way associated with my use of the pool.

I HAVE READ AND UNDERSTAND THE ABOVE AND FURTHER AGREE TO ITS TERMS.

Signature: _____ Date: _____

Rental Check Received: _____ Deposit Check Received: _____

Attendant Ordered: _____