

# ***OLDE SYCAMORE HOMEOWNERS ASSOCIATION***

## **Pool House Rental Agreement**

**Rental Fee:** Rental Fees are as follows:

**Off-season (September – May):** (the day the pool closes to the day before the pool opens)

\$35.00 - up to 4 hours

\$50.00 - 4 to 6 hours

\$75.00 - 6 to 8 hours

\$100.00 - 8 to 10 hours

**Summer season (May – September):** (the day the pool opens to the day after the pool closes)

\$50.00 - up to 4 hours

\$65.00 - 4 to 6 hours

\$90.00 - 6 to 8 hours

\$115.00 – 8 to 10 hours

**Rentals beyond 10 hours are at the discretion of the Board during the summer season. The rental fee is payable in advance to Olde Sycamore Homeowners Association.**

**Security Deposit:** A required \$200.00 security deposit is to accompany each rental agreement. Please make this check payable to *Olde Sycamore HOA* as well. (This is a separate check from the rental fee.) This check **WILL BE HELD** and is refundable to the Renter, providing all terms, conditions, rules, and regulations of this agreement are satisfied and the facility is left in the same condition as before the event.

The undersigned, hereby agrees to:

- (1) Release and waive all claims against the Olde Sycamore Homeowners Association, its members, Board members, committee members, employees, attorneys, and successors to the full extent permitted by law, for death, personal injury or damage to property sustained directly or indirectly by the undersigned or any one in any way related to or affiliated with the resident renter; and,
- (2) Assume complete financial responsibility for the event and agree to indemnify and hold harmless, the Olde Sycamore Homeowners Association, its members, Board members, committee members, employees, attorneys, and successors to the full extent permitted by law, against any and all claims, damages, suits, expenses (including attorney's fees) brought by any third party for death, personal injury or damage to property resulting from the use of the facility.

## **POOL HOUSE RULES AND REGULATIONS**

- (1) Rental of the Pool house is restricted to the listed owner of the Olde Sycamore property, who is current in their financial matters with Olde Sycamore Homeowners Association. Reservations are on a first come basis. All checks must be made payable to ***Olde Sycamore Homeowners Association*** from the renter's personal bank account. Checks from businesses or people from outside the community will not be accepted.
- (2) Renters will have exclusive use of the pool house, except for the kitchen, outside grills, and restroom facilities when the pool is open. These will be shared with residents while the pool is open.
- (3) Renter is responsible for all damage, breakage, and conduct of his/her guests occurring during the reservation. In case of damage or breakage by residents or guests, it must be reported immediately by telephone to one of the listed names/numbers on the front of the pool house (under "Pool house Rentals").
- (4) The renter is obligated to be present during the period of the reservation and must make himself/herself known to the lifeguard on duty at the beginning of the event.
- (5) No event is to extend beyond 12:00 AM and all event activities are to be confined to the pool house, unless otherwise agreed upon in writing.
- (6) No excessive noise or disturbances to other residents are permitted. The Pool House Coordinator or their designee reserves the right to stop an event in case of any major disturbance and there will be no refund.
- (7) Renter shall comply with all ABC Rules and Regulations and shall indemnify and hold OS HOA and its board/members, and pool committee harmless from any violation, thereof, including any Dram Shop liability.
- (8) The Pool house is NOT to be used for income-making or commercial purposes.
- (9) The Pool house is NOT to be used for any political meetings, fundraisers or rallies.
- (10) **All furniture must be put back to its original location if moved.**
- (11) All rental requests are at the discretion of the Board.

- (12) Cleaning must be completed as follows: carpeted floor is to be vacuumed and the kitchen floor is to be vacuumed or swept (vacuum and broom are in kitchen). Glass doors are to be wiped clean. Tables and counters are to be cleaned and **all personal items removed from the refrigerator**. Appliances cleaned if used. All trash (bathrooms included) must be bagged and placed in outside dumpsters. (Dumpster lock combination is on the pool house key chain) See clean-up checklist posted on inside of kitchen closet door.
- (14) NO SMOKING OR PETS ALLOWED IN THE POOL HOUSE.
- (15) When leaving the pool house, set the thermostat at a temperature corresponding with the season (i.e. 75 degrees in summer and 65 degrees in winter).
- (16) Turn off the lights (except those on timers and marked "leave on"). Securely close and lock all exterior doors (including locking internal door leading to bathrooms). Failure to do so could result in alarm activation and a portion of your deposit WILL BE held.
- (17) **The maximum capacity for the rental of the pool house is 40 people.**

\_\_\_\_\_ (renter initials)

- (18) If a rental is being made for the use of the pool/pool deck, it is the resident's responsibility to ensure there are sufficient lifeguards on duty. This is required whether any/all guests are swimming or not and for normal pool operating hours. Swimming after regular pool hours is not permitted. The resident must contact Carolina Pool Management (704-583-9700) directly to reserve additional lifeguards for the event. Please do this at least 10 days prior to your event. One (1) additional lifeguard will be required for all parties having 11-24 guests. Two (2) additional lifeguards will be required for parties having 25-59 guests. Three (3) additional lifeguards will be required for 60-99 guests. Failure to make arrangements pertaining to the pool and lifeguards will result in the suspension of future privileges. Carolina Pool Management will require at least 10 days advance notice in order to properly staff your event with lifeguards. Please return the required paperwork to the lifeguard(s) on duty in a timely manner.

**2010 Pool Season Lifeguard rates:**

\$17.00 per lifeguards per hour (for parties without alcohol being served)

\$28.00 per lifeguard per hour (for parties with alcohol being served)

**\*\*Please note: Additional cost for lifeguard(s) is the resident's responsibility.**

- (19) **All pool house keys must be returned to the rental coordinator by 10:00 am the following day of rental.**

\_\_\_\_\_ (renter initials)

# Olde Sycamore Pool House Rental Agreement

Name of Homeowner: \_\_\_\_\_

Address: \_\_\_\_\_

Phone (home): \_\_\_\_\_ Cell: \_\_\_\_\_

Type of Event: \_\_\_\_\_

Event Date: \_\_\_\_\_ Time of Event: \_\_\_\_\_

# of Adults: \_\_\_\_\_ # of Children: \_\_\_\_\_

## Off Season:

4 hours @ \$35: \_\_\_\_\_ 4-6 hours @ \$50: \_\_\_\_\_ 6-8 hours @ \$75: \_\_\_\_\_ over 8 hours @ \$100: \_\_\_\_\_

## Summer Season:

4 hours @ \$50: \_\_\_\_\_ 4-6 hours @ \$65: \_\_\_\_\_ 6-8 hours @ \$90: \_\_\_\_\_ over 8 hours @ \$115: \_\_\_\_\_

Security Deposit Received: \$200.00 Yes \_\_\_\_\_ No \_\_\_\_\_

Is alcohol being served? Yes \_\_\_\_\_ No \_\_\_\_\_ (renter initials)

**I HAVE READ THIS AGREEMENT AND ACKNOWLEDGE THAT I FULLY UNDERSTAND THE RULES AND REGULATIONS AS SET FORTH AND WILL ABIDE BY THEM.**

\_\_\_\_\_  
Homeowner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Homeowner Signature

\_\_\_\_\_  
Date

## Cancellation of Reservation

If the cancellation is received in writing, at least five (5) days prior to the scheduled use date, the rental and security deposit will be refunded in full. If the cancellation is received less than five (5) days prior to the use date, only the security deposit will be refunded.

All sections of this Agreement must be adhered to or I will forfeit part or all of my Security Deposit. In the event of damage or breakage not covered by the Security Deposit, I will make full retribution for any additional necessary repairs and costs over and above the amount of deposit.

If using pool or pool deck during event rental, I will be responsible for notifying the Pool Management Company (as noted in #18 above) at least 10 days in advance so that the appropriate lifeguard staffing may be provided. I understand that an additional expense may be incurred and is payable directly to Carolina Pool Management for the staffing.

\_\_\_\_\_  
(renter initials)