

## 2019 Rental Agreement

Whereas, DS Recreational Services, Inc. (hereinafter referred to as the "Contractor") is the Aquatics Management Company chosen by your Community Association responsible for providing lifeguarding services, for residents in the subdivision offspring Imperial Oaks-.

Whereas, the undersigned resident (hereinafter referred to as the "Resident"), desires to reserve the Imperial Oaks- pool area owned and/or operated by the Community Association, and use the facility for a private party to be held for the Resident, his guest and invitees on \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_; and

Whereas, the Contractor & Community Association are willing to allow the Resident to conduct such private party and utilize the pool area for such purpose and on such date(s), but only upon the following conditions to which the Resident expressly agrees to be bound:

Now, therefore, in consideration of the sum of as a deposit \$100.00, and \$ \_\_\_\_\_ all to be made payable to the Contractor, it is agreed as follows:

1. The deposit monies paid by the Resident shall represent a deposit for the purpose of cleaning the pool area. In the event the pool area is promptly cleaned and surrendered to the Contractor in the same condition as prior to rental, and no rule violations have been noted, said deposit monies shall be refunded in full to the Resident. The usage fee and the clean up fee is non-refundable.
2. In the event of any damage to the pool area, the Resident agrees to be responsible for any and all repairs necessary to return the pool area to its condition prior to the rental. Further, Resident will pay, upon presentation, the invoice(s) for such repairs.
3. The Contractor & Community Association, their officers, employees, agents, successors, shall not be liable for any claims or demands of any kind arising out of the Resident's use of occupancy of the pool area, or for any claim or demands of any kind resulting from loss of life, personal injury and/or damages to property incurred or sustained by the Resident or Resident's guest, invitees, licensees, employees, agents or contractors, arising directly or indirectly, proximately or remotely, from or out of the Residents use of the pool area for the purpose of conducting a private party on the date(s) and time(s) shown above.
4. Resident agrees, and does indemnify and forever hold the Contractor & Community Association, its officers, employees, agents, successors and assigns harmless from any and all claims, liabilities, action, charges or expenses (including attorney's fees) in connection with the loss of life, personal injury, and/or damage to incident upon or within the pool area before, during and/or after a private party as a result of negligence of the Contractor, of its employees, officers, agents successors and assigns, from any and all such claims. While the Resident, or his guest, invitees, employees, agents, and/or contractors are in route to or from the pool area before, during and/or after the private party to be held by the Resident.
5. The Contractor & Community Association will not be held responsible for any liability due to or resulting from alcoholic beverages.
6. Resident further agrees that the use of the pool area is for residential enjoyment only and not for commercial use.
7. **Resident must be in attendance for the entire party and present proper membership identification.**
8. Lifeguard fees are to be the direct responsibility of the Resident, and arrangements are to be made directly by the Resident with DS Recreational Services at **281.443.7665/1.800.720.1368** at least **14 days** prior to the rental date. The Rental Agreement form must be signed and returned prior to the date of your party.
9. If you need to cancel your party, we must be notified 24 hours in advance for you to receive a refund of your deposit and part of your fees. An administration fee of twenty dollars (\$20) is **not** refundable.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Home phone

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Work phone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address