

Poseidon Pools

POOL PARTY AGREEMENT

Today's Date: _____
Homeowner/Tenant _____ **Pool** _____
Address _____
Home Phone # _____ **Work Phone #** _____
Party Size (#of people in attendance) _____ **Date of Party** _____ **# Lifeguards** _____
Start Time _____ **End Time** _____ **Type of Party** _____ **Adult Children Both** _____

The pool and related facilities shall be reserved during the stated time/date for the sole use of the person named above and his/her guests. The renter is a _____ Homeowner/Tenant whose Assessment Dues are paid in full. All those using the pool facilities, during the time covered by this agreement, agree to abide by the following rules:

1. Renter and guests must obey the general rules for the pool. (see attached)
2. Renter must arrange for the lifeguards at the office of Poseidon Pools, at least 2 weeks before the party to schedule staffing. Make a separate check for **lifeguard rental at the rate of \$20.00 per hour, per guard and a \$20.00 non-refundable administrative fee.** There must be a minimum of 2 lifeguards on duty, this will accommodate up to 40 patrons **inside the pool fence (whether swimming or not).** There is a 2 hour minimum for parties. No "swim break" will be called, unless it has been necessary for both guards to be on the stand for 50 minutes, due to swimmer load Note: If number of guests exceeds the limit for the number of lifeguards requested, lifeguards have the right to cancel the party, or request the services of another guard by calling the office, at the rate of \$30.00 per hour (2 hour minimum call in) for the additional guard. All anticipated guard fees must be received at least 14 days before the party.
3. Pool parties may not take place on the day the pool is normally closed for maintenance, or mornings prior to opening (residential swim lessons are taking place during this time). **ALL party preparations and clean-up must be done within the reserved hours. The lifeguard will clear the pool 15 minutes before the party ends and will begin closing procedures.** If additional time is needed at the party, the overtime rate is \$30.00 per hr. per lifeguard. No party may go past 12:00 midnight. Pool parties **may not be held on the pool's closed maintenance day. Pre/Post Season Parties (outside of normal operational days):** There is an additional fee of \$45.00 for all parties held before and after regular swim season. This fee is for additional cleanings and set-up required to have pool in good order before and after the parties (subject to association approval).
4. **A \$50.00 fully refundable deposit is required.** Deposits must be paid within 5 days of the request, or the reservation may be canceled. The deposit will be mailed within 10 business days after party paperwork is received back at the office, providing there is no damage to the facility, no other charges against the deposit, the facility was left clean, and the Renter and a Lifeguard have both signed the Post Party Checklist. Renter must also remove all party trash from the premises. There will be no partial deposit reimbursements in the event of damage. Damage exceeding the deposit will be paid by the renter.
5. Cancellations/changes: For a full deposit refund, renter must speak to someone at the Poseidon Pools office at 281-338-7665, and be giving at least a 24 hour notification (office is closed on Sat. & Sun.). Anything less than a 24 hour notification will result in loss of deposit. In the case of the threat of inclement weather, or inclement weather, a 2 hour notification, by the same terms as above (administrative fee can be applied for parties rescheduled due to inclement weather within 30 days of cancellation). If the party has started and must be canceled (by the lifeguard) due to inclement weather, contamination, or pool system failure, the remaining lifeguard fee will be refunded (charges are rounded to the nearest hour). Deposit will be refunded as described in Paragraph 4. NOTE: Contamination of pool from party participant, qualifies as damages. See Paragraph 4.
6. No alcoholic beverages or glass containers of any kind may be used at the pool. If lifeguard has any reason to suspect the use of alcohol in any type of container, they have the right to request and inspect.
7. Lifeguards have the right to expel any guest and/or cancel the party immediately in the event of unruly, uncooperative, or dangerous behavior among the participants. Lifeguard fee WILL NOT be refunded if the party is canceled due to these causes. Deposit will be refunded as described in Paragraph 4.
8. I agree to indemnify, save harmless, and defend the directors, officers, and owners of _____, Poseidon Pools and its employees from all liability, claims, demands, suits, obligations, judgments, attorney's fees, court costs, and attachment for loss, damage, or injury to any person or property occurring as a result of negligence, vandalism, fire, smoke, theft caused by or attributed to myself and/or invited guests' actions or inaction, and for any and all other losses, damage, or injury, whether to person or property, which in any manner may arise out of or incident to the use of the facility.
9. Poseidon Pools reserves the right to void this agreement and return the deposit, admin. fees and rental fees in full in the event of pool equipment, facility, or staffing failure.

I have read, understand and agree to abide to the rules of this agreement and it's attachments.

Homeowner/Tenant (signature) _____

Print Name _____

Deposit Check# _____ for \$ _____

Lifeguard Fees \$ _____

Admin. Fee \$ _____

Pre/Post Season Charges (if applicable) \$ _____

Total Amount due (excluding deposit) \$ _____ check# _____

Deposit returned _____ Destroyed _____ **ENCLOSE SELF ADDRESSED STAMPED ENVELOPE**

For deposit return purposes. Otherwise, deposit will be destroyed.

For office use:

Agreement sent out _____

Agreement rec'd. _____

Deposit rec'd. _____

LG fee rec'd. _____

Checklist rec'd. _____

Party status _____

Deposit status _____