

NEW LONGVIEW COMMUNITY ASSOCIATION POOL RENTAL AGREEMENT

- 1. Go to the Pool Reservation Form and fill out all fields.**
- 2. You will receive a confirmation email and invoice for payment.**

NEW LONGVIEW COMMUNITY ASSOCIATION POOL RULES AND REGULATIONS

A. Eligibility:

The New Longview Community Association (NLVCA) Pool is available to the Members of the New Longview Community in good standing (assessments current and no Covenant, Condition & Restriction infractions/violations) for private, personal and social events. The Board of Directors reserves the right to terminate any agreement and cause forfeiture of any deposit for any event, which in their opinion, violates this rule.

B. Registration and Fees:

The pool may be reserved from 8:00 PM- 10PM for Fifty Dollars (\$50.00) The payments will be charged to the ledger of the responsible party submitting the application. The payment must be made in full 5 days prior to the rental day.

C. General Rules:

- 1.** The property owners renting the pool shall agree and follow all current pool rules.
NOTE: YOU ARE SWIMMING AT YOUR OWN RISK AND ARE RESPONSIBLE FOR YOUR PARTY AND GUESTS. Diving is not allowed at the NLVCA Pool. Please do not allow any members of your party to do so. If found, a violation can result in suspension of swimming privileges.
- 2.** If you have food please make sure that you put all scraps, cans, wrappers, etc. in the disposal provided outside of the pool gate. It may be helpful for you to bring your own trash bags for easier disposal. **DO NOT LEAVE TRASH CANS INSIDE THE POOL DECK, DEPOSIT TRASH IN THE TRASH RECEPTACLE OUTSIDE OF THE POOL GATE.**
- 3.** You may set up for your party no earlier than 7:50 p.m. Please note that your party rental commences at 8:00 p.m. and must terminate by 10:00 p.m. No loud music. You are responsible for cleaning up after your party, including removal of all rubbish and debris, and returning all pool furniture to its proper location.
- 4. IT IS EXTREMELY IMPORTANT THAT THE POOL AREA IS LOCKED AND SECURE WHEN YOU LEAVE.**
- 5.** Please let Community Association Management, know at least two (2) weeks in advance if you want an attendant during your rental of the pool. It is an additional cost per hour which you will be required to pay the pool management company for this service, prior to the event.
- 6.** Rental of the NLVCA pool covers the use of the pool only. The use of the playground and Redbuck Park grounds are reserved for New Longview residents.
- 7.** The Member renting the pool agrees to be responsible for, and acknowledges full responsibility for any and all legal liability resulting from the disbursement of alcoholic beverages or liquor at any functions at the NLVCA Pool. The Member acknowledges

that the New Longview Community Association prohibits the sale of alcoholic beverages and has no license to permit sale or distribution of the same to the public on the premises

7. (continued) and further has no insurance coverage for such activity. The Member who rents the pool agrees to indemnify and hold harmless the New Longview Community Association from any liability resulting from the use or disbursement of liquor at the pool.

8. Member agrees that for any activity where minor children under 18 years old are involved, one (1) adult supervisor will be present at all times for every five (5) minors present. No illegal activity involving minors will be tolerated.

9. The NLVCA has a maximum occupancy limit of 216 people and Member agrees to observe this requirement.

10. Member is responsible for repairing any and all damages to the pool, furnishings, or other property or the replacement thereof, which occurs during the rental period.

11. The reasonable cost of repair or replacement damages will be charged to the owner residents. Damages in excess of the deposit will be billed to the New Longview Community Association Member. Unpaid damages will be subject to a lien against the Member's real property and membership privileges shall be suspended until such time the damages and other associated fee (i.e., lien filing fees, attorney fees, etc.) are paid in full.

12. NLVCA and Member agree and acknowledge that in the event the New Longview Community Association pool becomes unavailable for rental due to unforeseen causes, including natural disaster, fire, flooding, loss of power, inclement weather or other acts of God beyond the control of the parties, NLVCA shall not be liable to Member or other third parties for damages or interruption of services due to the liability of NLVCA to provide the pool to Member upon the agreed upon date. NLVCA shall take all reasonable steps to restore the pool or make the pool available, but the parties acknowledge that there can be no guarantee implied or expressed as to suitability of the pool on the date requested due to causes or intervening circumstances beyond the control of the parties.

13. Members accepts sole responsibility for adherence to all provisions herein and for all rules for use of the NLVCA and premises herein and for all rules of the NLVCA. Member agrees to hold the NLVCA harmless for Member's acts or omissions, and the acts or omissions of member's agent, invitee or assigns, which might or do result in property damages or personal injury to others. In the event of breach of any of the provisions in the Contract, this Contract may be canceled and any prepaid rent by the Member will be forfeited to the New Longview Community Association. Further, in the event of any breach of the provisions of this contract by Member requiring action by NLVCA or law or in equity to enforce same, Member agrees to be responsible for the NLVCA attorney fees and court costs.