

HOMESTEAD FARM POOL RENTAL AGREEMENT

Event Date: _____

Event Time: _____ to _____

No.: of Guests: _____

Host Name: _____

Phone: _____

Email: _____

This Agreement is entered into this ____ day of _____, 20_ between the Association and Host. Association and Host are each a **"Party"** and together the **"Parties."** The Parties hereby agree as follows:

DEFINITIONS. In this Agreement, including any and all exhibits, the following words shall have the following meanings:

"Executive Management Group" means the Association's property management company, Executive Management Group.

"EMG Representative" means the Executive Management Group responsible for Pool Area reservations, currently.

Erica Sandoval or other EMG employee.

(720) 677-6468

support@emghoa.com

"Agreement" means this pool rental agreement, including all exhibits and amendments thereto.

"Association" means Homestead Farm Homeowners Association, Inc.

"Board" means the board of directors for the Association.

"Deposit" is defined in Section D.1 below.

"Dispute" is defined in Section G.1.

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"Notice" "Event" means a Public or Private event.

"Guest(s)" means a person invited to and/or attending the Event.

"Host" means the person signing this Agreement.

"Indemnified Parties" is defined in Section E.

“Lifeguard Fee”	means the fees set forth in the Fee Schedule for the lifeguards to provide lifeguarding skills at the Event.
“Manager”	means a representative from Perfect Pools.
“Member”	means an Owner or Tenant that has the right to use the Pool Area.
“Owner”	means the legal title holder to real property in the Homestead Farm neighborhood of Centennial, Colorado.
“Party / Parties”	is defined in the introductory paragraph above.
“Pool”	means the swimming pools located in the Homestead Farm neighborhood of Centennial, Colorado.
“Pool Area”	means the swimming pool, pool house, bathrooms and surrounding area inside the perimeter fence surrounding the Pool.
“Pool Hours”	means the hours that the Pool is open to Members and guests.
“Private Party”	means an event with more than 15 Guests.
“Public Party”	means an event with more than 15 or fewer Guests.
“Tenant”	means a person renting a home in the Homestead Farm neighborhood of Centennial, Colorado.

A. ELIGIBILITY

1. Only an Owner or a Tenant may rent the Pool Area for an Event and must be in good standing with all Association dues current and all fines paid at time of reservation.
2. Tenants renting the Pool Area must have approval from the Owner.
3. Owner is responsible for all actions of their Guests, Tenant, and Tenant’s guests.
4. Owners must sign this Agreement if their Tenant rents the Pool Area.
5. Pool Area shall not be rented for commercial purposes unless specifically and expressly approved by the Board.

B. TERMS

1. **Host.** The undersigned Owner or Tenant will be considered the Host of the Event. The Host must be present during the entire time of the Event. The Host is responsible for the actions of all Guests. If a Guest damages the Pool and/or any part of the Pool Area, the Host is responsible for the costs of repair. If an Owner is signing this Agreement on behalf of a Tenant, the Owner is not required to be present at the Event. However, Owner must be available at the number provided to address any concerns or complaints.

2. Reservation Process. To reserve the Pool Area for an Event, the Host shall:

- (i) contact the EMG Representative two weeks prior to the Event date. Sign and send this Agreement to Executive Management Group
- (ii) Pay the Deposit to Executive Management Group to secure the reservation date and time.

The reservation is not complete until full payment and the signed Agreement is received and confirmed by the Executive Management Group Representative.

3. Events. The Host may rent the Pool Area for Public or Private Events.

- (i) Public. For a Public Event, the Pool Area shall remain open to Members. There is no exclusive use to the Host.
- (ii) Private. For a Private Event, the Host shall have exclusive use of the Pool Area since the Event is held after Pool Hours. All Private Events shall be completed, and the Pool Area vacated within 20 minutes of Event end time.

4. Cancellation. To cancel a reserved Event, the Host must provide the CAP Representative with 48 hours prior written notice. If the cancellation notice is provided less than 48 hours prior to the Event date, there will be a charge of 1 hour of Lifeguard Fees in the relevant amount set forth in the Fee Schedule.

5. Parking. Host is responsible for informing Guests to park on the street and not on any landscaped areas, curbs, or blocked driveways. A host is responsible for any improperly parked vehicles. Fines may be imposed for each vehicle improperly parked. If fines exceed the Deposit, fines shall be collected as an Association assessment.

6. Personal Property. If the Host or Guests take personal property into the Pool Area, the Host will be responsible for any damage or theft of the same.

7. Prohibitions. Pets and glass containers are not permitted in the Pool Area.

6. Decorations. Any decorations must be removed and properly disposed of at the Event conclusion. Nails, thumbtacks, confetti, and glitter are prohibited in or around the Pool Area. Tape used for decorating must be removed. The Pool Area shall be left in a clean and orderly state.

7. Noise. Be considerate of the neighbors near the Pool Area and keep noise to a minimum when leaving the Pool Area. Hosts and Guests shall refrain from loitering in the parking lot.

8. Equipment. The Host is responsible for removing all Event equipment and supplies from the Pool Area at the end of the Event. The Pool Area shall not be used to store Event equipment and supplies after the Event.

9. Suspension. Failure to adhere to one or more of the terms of this Agreement may result in the suspension of the Host, Tenant, and Owner's use and rental of the Pool Area for a period of no less than 60 days.

10. Alcohol. In the event alcoholic beverages are served at the Event, Host agrees to provide adequate security if necessary and/or safety measures and agrees to comply with all federal, state, and local laws governing the serving and consumption of alcoholic beverages. No alcohol may be sold, and no alcohol may be served to anyone under the age of 21. It is recommended that the Host obtain Liquor Liability Coverage for any Private Event in which liquor will be served.

C. FEES. Please make all checks payable to **Homestead Farm Homeowner's Association.**

1. Deposit. A security deposit in the amount of **\$200.00 dollars ("Deposit")** is required to reserve the Pool Area for an Event. The Board or Manager shall inspect the Pool Area after an Event to determine if there is any damage. The Board has sole discretion to determine the extent of any damage. The full Deposit will be refunded if no damage has occurred, and the Pool Area is properly cleaned. If the Pool Area is not properly cleaned or is damaged, the costs of cleaning and/or repairing the damage will be deducted from the Deposit. The Deposit may also be forfeited if any terms of this Agreement are breached. If less than the full Deposit is returned, a written explanation of the amount withheld shall be provided by the Board. If there are costs in excess of the Deposit, such costs will be the Owner's responsibility. The owner agrees and understands that any unpaid costs of repair or clean-up in excess of the Deposit will be a lien on the Owner's property and may be collected as an assessment.

2. Lifeguard Fee. In addition to the Deposit, the Host shall pay in advance the relevant hourly fees for the required number of lifeguards for the Pool as set forth in the Fee Schedule below:

FEE SCHEDULE							
Type	Time Period	Start Time	# Guests	# Lifeguards	*Lifeguard Hourly Fee	Facility Fee	Deposit (refundable)
Private**	Up to 4 hrs.	7:00pm	Up to 100	No Swimming No Lifeguards	\$0	\$300	\$200
Private**	Up to 4 hrs.	7:00pm (M,T,Th,F)	Up to 50	2	\$60	\$300	\$200
			51 to 75	3	\$90		
		8:00pm (W,Sat,Sun)	75 to 100	4	\$120		

Shade Structure for Public Parties (holidays excluded)	4 hrs	Choose: 10am - 2pm or 3pm - 7pm	10-15	N/A	\$0	\$50	\$0
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PLEASE NOTE:

** Lifeguards arranged for private events are scheduled by Perfect Pools and lifeguards will be paid directly by the renting resident on the night of the event*

*** Private events granted early access by the early closure of the pool during Public Hours will incur an additional premium fee of \$140/hour for each hour (or partial hour) of the public closure. The pool closes to the public at 7:00pm on Mondays, Tuesdays, Thursdays and Fridays, and at 8:00pm on Wednesdays, Saturdays, and Sundays. Residents may decorate and/or begin set up before their rental time provided it does not pose any hazards on the public use of the pool by residents.*

****Residents must collect RSVPs and collect accurate numbers for events. Should the event numbers change, the resident responsible must update their contract*

D. INDEMNITY. In the event the Association, any Board member, the Manager, Executive Management Group, and/or its employees ("**Indemnified Parties**") is named as a party to any lawsuit that involves claims arising from Host's use of the Pool Area, including, but not limited to, the consumption and/or existence of alcoholic beverages during the Event, Host agrees to indemnify and hold harmless the Indemnified Parties from any damages, judgment imposed or settlement agreed to against any one or more of the Indemnified Parties, including any and all attorney fees or costs the Indemnified Parties are required to expend as a result of being named in such suit.

LIABILITY.

1. Limitations of Liability.

- (a) **Exclusion of Certain Damages.** EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER, OR TO ANY OTHER PERSON, FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, INDIRECT OR SIMILAR DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, ANTICIPATED SAVINGS, OR GOODWILL. To the maximum extent permitted by law, this **Section F.1 Limitations of Liability** applies (a) regardless of the form of action or theory of liability (including breach, negligence, misrepresentation, strict liability or another contract or tort claim), and
- (b) whether or not the Party was advised of the possibility of damage and whether or not the damages were reasonably foreseeable. Association's cap on liability below defines the maximum amount for which Association is responsible.

(b) **Cap on Liability.** Association's entire liability for all losses, liabilities and damages arising out of, or related in any way to this Agreement is limited to the amount paid by Host to association,

but in no event shall Association's liability in the aggregate for all claims and causes of action under this Agreement exceed the total of all payments received by Association from Host under this Agreement in the 12-month period immediately preceding the first claim brought by Host under this Agreement.

2. **Exceptions. Section F.1 Limitations of Liability** shall not apply to any failure by Host to pay amounts due to Association. Each Party's liability for loss or damage of any kind shall be reduced to the extent that the other Party caused or contributed to that loss or damage.

E. GENERAL PROVISIONS.

1. **Dispute Resolution.** Subject to each Party's right to seek injunctive or equitable relief for any default under this Agreement, in the event of any dispute, controversy, or claim of any kind that arises under or relates in any way to this Agreement (a "**Dispute**") the Parties shall follow the procedures set forth in this **Section G.1**. Either Party may at any time notify the other Party of the existence of any Dispute (the "**Dispute Notice**"). Within 10 business days after receiving a Dispute Notice, each Party's designated representatives shall meet (in person, telephonically, or by video conference) and shall attempt to negotiate a resolution to the Dispute within a period of 10 business days. If the representatives are unable to resolve the Dispute within such period, or any additional extension of time that is mutually agreed upon in writing, such Dispute shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Each Party shall bear its own costs and expenses relating to the procedures in this **Section G.1**, including any arbitration proceedings. Any actions taken under this **Section G.1** shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of Rule 408 of the Federal Rules of Evidence and any comparable state provision.

2. **Governing Law.** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of Colorado, excluding its conflicts of law's provisions that might require the application of laws of another jurisdiction.

3. **Notices.** All notices and other communications required or permitted hereunder (other than those involving normal operational matters) shall be in writing. Notices are effective.

- F. (a) on the date of actual delivery if the notice is delivered personally by a Party, if the notice is delivered by a nationally recognized delivery service that can confirm the date of delivery, or if the delivery is made by the U.S. Postal Service as certified or registered mail and the return receipt confirms the date of delivery; or (b) when the receiving Party confirms receipt if the notice is delivered electronically by facsimile or e-mail. Each Party's address for receiving notices is set forth below the signature block of this Agreement. Either Party may change its address for notice by notifying the other Party of the new address.

1. **Relationship; Third-Party Beneficiaries.** The Parties are independent contractors. This Agreement does not establish any relationship of partnership, joint venture, or agency between the Parties. There are no intended third-party beneficiaries under this Agreement.

2. **Basis of the Bargain.** THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AND AGREED TO THE TERMS, FEES, AND PERFORMANCE OBLIGATIONS RELYING ON THE ENFORCEABILITY OF THE LIMITATIONS OF LIABILITY. THE LIMITATIONS OF LIABILITY

FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND THEY APPLY EVEN IF A REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

3. **Validity.** If any court or arbitrator finds a provision of this Agreement invalid or unenforceable, that provision shall be enforced to the maximum extent permissible, the other provisions of this Agreement shall remain in full force and effect, and the invalid or unenforceable provision shall be revised by the arbitrator or court to the extent necessary to render the provision legal and enforceable and consistent with the original intention of the Parties.
4. **Interpretation.** This Agreement shall not be construed in favor of one Party or the other, or against one Party or the other, but rather in accordance with its fair meaning.
5. **Waiver.** A waiver of any provision of this Agreement is enforceable only if it is signed by the Party against whom enforcement of the waiver is sought. A waiver applies only to the provision of this Agreement expressly waived and only during the period expressly referenced in the waiver. Failure or delay by either Party in exercising any right, power or privilege shall not be interpreted as a waiver of that right, power or privilege.
6. **Force Majeure.** If a Party is delayed or prevented from performing a nonpayment obligation due to a cause beyond its reasonable control, then the delay or nonperformance shall be excused until the cause is removed and the period for performance shall be reasonably extended after the cause is removed. These force majeure events include natural disasters,
7. labor or civil unrest or dispute, embargoes, blockages, work stoppages, lockouts, inability to obtain energy, war, terrorism, riots, protests, telecommunications outages, and acts or omissions of the other Party or third parties.
8. **Entire Agreement.** This Agreement is the entire agreement between the Parties regarding its subject matter and supersedes all prior and contemporaneous discussions, understandings, and agreements between the Parties regarding its subject matter. Handwritten interlineations to this Agreement are void. This Agreement may be modified only by a written amendment to this Agreement signed by an authorized representative of each Party. This Agreement binds the Parties and each of their successors and permitted assigns. Any supplemental terms included in a purchase order, invoice, or similar document are void and a Party's failure to object to such terms shall not be construed as a waiver of this.

❖ **Please sign the agreement on the next page and return it with your application.**

Section G.10.

To witness their understanding, the Parties have caused their duly authorized representatives to sign this Agreement on their behalf. Each individual signing below on behalf of a Party personally represents that, to the best of his or her knowledge, he or she has been duly authorized to sign this Agreement on behalf of the Party.

I HAVE READ AND AGREE TO COMPLY WITH ALL TERMS OF THIS AGREEMENT

Owner or Tenant Date

If Tenant is Host, Owner hereby acknowledges and agrees to the terms of this Agreement.

Owner Date

Address

Phone

e-mail

Office Use Only:
GL422000

Deposit Check # _____

Date Received: _____

Date Refunded: _____

Lifeguard Fee: _____

Date Received: _____

Invoice: _____

