

# Sturbridge Plantation Park Pool Reservation Contract

**THIS CONTRACT** is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **STURBRIDGE HOMEOWNERS ASSOCIATION, INC.**, a non-profit organization, organized and existing under the laws of the State of Alabama (hereinafter referred to as “*Association*”) and \_\_\_\_\_, (hereinafter referred to as “*Member*”).

## **BACKGROUND**

The Association now has available for the benefit of its members a swimming pool and pavilion area at its Plantation Park Pool (“*Pool*”) suitable for a variety of parties and similar functions.

## **AGREEMENT**

For and in consideration the mutual promises, terms and covenants herein contained, each of the parties, intending to be legally bound hereby, mutually agrees as follows:

### **1. RESERVATION AND DEPOSITS.**

**A. Semi-Private Pool Party Reservations.** The swimming pool or pavilion (does not include Clubhouse) is available for semi-private parties (pool open for SPP Pool Members) during the hours of 10:00 AM to 8:00 PM, Tuesdays through Fridays except for holidays, for the following rates:

Security/Cleaning Deposit:	\$250.00
Reserved 1-9 persons	\$5.00 for each non-member swimmer
Reserved 10-24 persons	\$25.00, plus \$5.00 for each non-member swimmer, plus \$Market Rate per lifeguard (2 hour minimum)
Lifeguard Fee	\$Market Rate

**B. Private Pool Party Reservations.** The swimming pool or pavilion (does not include Clubhouse) is available for private parties (pool is closed for SPP Pool Members) on Mondays from 2:00 PM to 10:00 PM, Fridays and Saturdays from 8:00 PM to 10:00 PM and Sundays from 6:00 PM to 10:00 PM except for holidays, for the following rates:

Security/Cleaning Deposit:	\$250.00
Reserved 1-24 persons	\$5.00 for each non-Pool member
Reserved 25-50 persons	\$100.00, plus \$5.00 for each non-Pool member
Reserved 51-99 persons	\$125.00, plus \$5.00 for each non-Pool member
Reserved 100-250 persons	\$150.00, plus \$5.00 for each non-Pool member
Lifeguard Fee	\$Market Rate

**For all reservations, a certified lifeguard is required, booked through the Clubhouse Manager and employed by the Bell Road YMCA.**

**C. Fees.** Your tentative space reservations and personal license to use the Pool or pool deck area requested are outlined below:

Event Date.....	_____
Beginning and Ending Times.....	_____
Type of Event or Function.....	_____
Maximum Number of Guests.....	_____
Area(s) Reserved.....	_____
Music or Entertainment:	Yes / No _____
Food or Beverage To Be Served:	Yes / No _____
Special Conditions:	_____
_____	
Reservation Fee.....	\$ _____
Security Deposit.....	\$ _____
Cleaning Service Fee.....	\$ _____
Lifeguard Fees.....	\$ _____
<b>TOTAL</b>	<b>\$ _____</b>

The Reservation Fee is for a maximum use of **4** hours unless approved by Clubhouse Manager. All events must end by 10:00 p.m., unless otherwise expressly provided herein. Additional usage will be billed on a pro rata basis. Current Pool Rules do not permit reservations to be made more than 90 days in advance. However, if the function is more than three (3) months after the above rates, fees or prices have been agreed upon, any increases in Association's costs may result in a dollar for dollar increase in price.

The Pool will be used for the above stated function, event or purpose. Functions shall not impede or interfere with, inconvenience or interfere with any of Association's scheduled activities that day. The undersigned Member hereby certifies that he or she is a resident of Sturbridge Plantation and that he or she will personally attend the affair and be present at all times during the hours reserved as stated above.

In order to confirm your space reservation, please sign and return a copy of this CONTRACT and the POOL RESERVATION CONFIRMATION FORM acknowledging the receipt and review of the Pool Rules and Regulations together with the above outlined deposits totaling \$\_\_\_\_\_, and a confirmation number will be issued. Should it become necessary for you to cancel, you will be charged as follows:

<u>Notice Prior to Function</u>	<u>Charge to Member</u>
7 or More than 7 Days	\$25.00
Less than 7 Days	100% of all estimated charges

"Estimated charges" include reservation fee and all other amounts agreed to be paid hereunder. Where amounts are not specified, Association's rate schedule will apply. The Association reserves the right to waive cancellation fees in emergency situations at the discretion of the Clubhouse Manager.

**D. Decorations.** No decorations may be nailed or taped to the wall. Furniture may be moved to better accommodate the Members needs with the understanding that the Member is responsible for placing furniture in its original location. Failure to return said furniture to its original location will result in \$50 being deducted from security deposit.

**E. Lifeguard. SWIMMING IS PROHIBITED UNLESS A LIFEGUARD ENGAGED BY THE ASSOCIATION IS ON DUTY.**

**2. PAYMENT.**

The Reservation Fee and remaining balance of estimated charges are due the day that you pick up the key from the Clubhouse Manager, unless alternate arrangements have been approved by the Clubhouse Manager.

**3. ADDITIONAL RESPONSIBILITIES OF MEMBER.**

**A.** Member will comply, and insure the compliance of all persons in attendance, with all applicable laws, rules and regulations, ordinances, including without limitation any and all federal and state alcoholic beverage laws and any local noise ordinances.

**B.** Member agrees to supply at its own cost all food and beverages, linens and decorations unless other arrangements are made with the Association. Food is not permitted in the pool or pool deck area but only in the Pool Pavilion Area. Please coordinate any serving of food with the Clubhouse Manager.

**C.** Member is responsible for any and all damages to the Pool or property of the Association that occurs during the terms of this Contract, and will pay for all costs of restoration, replacement or repair of the same.

**D.** Music and noise that is part of the function or event must be contained within the confines of the Pool Deck Area, excluding the sanctioned events or as otherwise approved by the Clubhouse Manager.

**4. RIGHTS OF ASSOCIATION.**

Clubhouse Manager and authorized representatives of the Association may enter the pool deck area at any time.

**5. ALCOHOLIC BEVERAGES.**

Member will not serve alcoholic beverages to minors nor to visibly intoxicated persons. Member shall indemnify, defend and hold Association harmless from all claims and liabilities arising out of the service or consumption of alcoholic beverages at the function.

**6. NO SMOKING POLICY.**

**SMOKING IS PROHIBITED IN THE CLUBHOUSE BUILDING, POOL AND POOL DECK AREA.** Evidence of smoking will result in forfeiture of the security deposit. Member will not serve or permit minors to smoke. Member shall indemnify, defend and hold Association harmless from all claims and liabilities arising out of the violation of this policy.

**7. CLEANING POLICY.**

When possible, a cleaning fee shall be collected from the Member upon reservation of the Clubhouse for the Association to engage a cleaning service. In the event a cleaning service was not utilized, it is the reserving Member's responsibility to insure that the Pool, Pool Deck (where used), restrooms and Pavilion (if used) Clubhouse is clean and all trash has been removed. If, it is determined that any damage has occurred or there has been noncompliance with cleaning and trash removal procedures, then the Security Deposit shall be utilized to offset the actual costs incurred by the Association in cleaning or repairing any damage or replacing any missing or stolen items. If the actual costs of the aforesaid exceed the Security Deposit, the Association shall bill the individual or group who reserved the Pool, and they shall immediately reimburse the Association for these costs. If the costs are not reimbursed within ten (10) days of receipt of the bill, the member(s) whose name(s) the reservation is in shall be barred from further use of the Pool until the charges are reimbursed, and the person shall be responsible for all costs of collection, including a reasonable attorney's fee incurred by the Association in enforcing any of this Contract or collecting any unpaid amounts owed hereunder.

**8. RULES AND REGULATIONS.**

Member shall be bound by all of the Rules and Regulations of Association pertaining to the Pool and related facilities. These rules and regulations may be changed, amended or supplemented at the sole discretion of Association and its Directors.

**9. HOLD HARMLESS: FAILURE OF SERVICES.**

Member for himself or herself, and on behalf of all persons who will be on the premises for the aforementioned function or event, hereby agrees to hold harmless, defend and release and forever discharge Association, Bell Road YMCA, the lifeguards, Southern Boulevard Corporation, any of its parent or subsidiary companies, and any of their respective employees, and agents, directors, and officers from any and all claims and/or damages resulting from Member's license to use the Pool, its equipment and facilities, and the premises.

Association shall not be liable for any damage, loss, compensation or claim by reason of inconvenience to Member or any of its guests if the same is due to circumstances beyond the control of Association, including but not limited to (a) the failure of Association to supply water, gas, electricity or other utility; (b) the breakdown in or mechanical failure of the air conditioning, or heating equipment or any kitchen or other equipment; (c) the necessity to repair any portion of the building's interior, exterior or surrounding grounds; (d) the interruption in the use of the Premises; (e) destruction of the Premises. The sole liability of Association to Member for failure for any reason to perform its obligations hereunder, in whole or in part, shall be limited to return of monies paid in advance by Member where specifically provided for herein. The maximum liability for Association for any damage, loss compensation or claim by a Member or his or her guest due to the Association's breach of this Contract is limited to the total funds paid to Association pursuant to this Contract. It is hereby understood and agreed that Member shall be responsible for obtaining any and all insurance for both persons and/or property for Member's use of the Pool hereof.

**10. ARBITRATION.**

All disputes, claims, or controversies arising from or relating to this Contract or

relationships which result from this Contract, or the validity of this arbitration clause or the entire Contract, shall be resolved by binding arbitration by one arbiter selected as follows unless the parties agree otherwise in writing. If an arbiter is required, the Association and Member, or their representatives, shall each within a thirty (30) day period appoint an American Arbitration Association (“AAA”) arbiter. The two arbiters so appointed shall appoint a third arbiter. The third arbiter so appointed shall promptly cause this matter to be resolved under the rules of the AAA. If, for any reason, the two arbiters appointed by the parties are unable to agree as to a third arbiter within thirty (30) days after the need of such third arbiter, then the third arbiter shall be selected pursuant to the rules of the AAA. The undersigned parties shall each bear the cost of their appointed arbitrators while the cost of the third arbiter, if needed, shall be borne equally by the parties. The parties hereto agree that this arbitration Contract shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1. Judgment upon the award rendered may be entered in any court having jurisdiction. Those parties agree to and understand that they chose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes through a court, but that they prefer to resolve their disputes through arbitration, except as provided herein. **THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO A COURT ACTION.** The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort and property disputes, will be subject to binding arbitration in accord with this Contract. The parties agree and understand that the arbitrator shall have all powers provided by law and this Contract. These powers shall include all legal and equitable remedies, including, but not limited to, money damages, declaratory relief, and injunctive relief. Notwithstanding anything hereunto the contrary, the Association retains an option to use judicial and non-judicial relief to enforce any collection, attachment or enforcement action, including actions required by state law to perfect and enforce any liens, relating to any and all monies owed to the Association pursuant to this Contract by Member. Such judicial relief would take the form of a lawsuit. The instruction and maintenance of an action of or judicial relief in a court to collect monies owed, or to obtain a monetary judgment, or to enforce the lien power of the Association shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration under this Contract, including the filing of a counterclaim in a suit brought by the Association pursuant to this provision.

#### **11. MISCELLANEOUS.**

**A. Entire Contract.** This Contract, and the addendum to be attached hereto, contain all of the covenants, understandings, agreements and stipulations between the parties, and supercede all prior agreements or understandings, written or oral. No amendment to this Contract shall be binding unless dated and executed by both parties bound hereby except any amendments or revisions to the bylaws, rules and regulations of the duly adopted and approved by the Board of Directors of Sturbridge Homeowners Association, Inc.

**B. Survival of Obligations.** Notwithstanding anything to the contrary set forth herein, the rights and the obligations hereunder shall survive the Reservation Date.

**C. Attorneys Fees.** Member shall be responsible for any legal fees required in connections with the execution and enforcement of this Contract. Notwithstanding, Member shall, on demand, pay or reimburse Association for (i) all costs and expenses (including fees and disbursements of legal counsel, court costs and other expenses) incurred after the date hereof, and indemnify, defend and hold Association harmless from and against all losses suffered in

connection with, arising out of, or in any way related to (A) protecting, preserving, exercising or enforcing any of the rights of Association under this Contract, and (B) the collection of any payment or monies due Association under this Contract, or the performance of any Member's obligations hereunder, and (iii) any claim (whether asserted by Member, or any other Person) and the prosecution and defense thereof, in any way arising under, related to or connected with this Contract or the relationship established thereunder, to the extent permitted by law.

**D. Exhibits and Schedules Incorporated.** All Exhibits and Schedules referenced herein are incorporated herein by reference.

**E. Waiver.** The waiver of any breach or default of any term or condition of this Contract shall not be deemed a waiver of any subsequent breach or default whether of like or different nature. Each party shall have the right at all times to enforce the terms and conditions of this Contract in strict accordance with the covenants hereof notwithstanding any conduct or custom on its part in refraining from doing so at any time or times.

**F. Binding Agreement.** This Contract shall be legally binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives and/or successors; however, it shall not be assigned without the written approval and consent of the other party.

**G. Law and Interpretation.** The interpretation and construction of this Contract shall be governed by the law of Alabama, without giving effect to the principles of conflicts of laws. Pronouns referring to any gender shall be deemed to refer to all genders, and the singular shall include the plural, and vice-versa, as the context may require. The headings of the various provisions of this Contract are for the ease of reference only, and shall be disregarded in interpreting the provisions hereof. The invalidity of unenforceability of any portion of this Contract shall not affect the balance of the Contract.

**12. SPECIAL PROVISIONS** (if left blank, then there are none): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be duly executed in counterparts as of the day and year first noted above. Member's signature below also acknowledges receipt of a copy of this contract on the date beside his or her signature.

**STURBRIDGE HOMEOWNERS ASSOCIATION, INC.**  
an Alabama non-profit corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signatory

**MEMBER:**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

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**ACKNOWLEDGMENT OF RULES  
HOLD HARMLESS AGREEMENT**  
*(Pool Contract with lifeguard)*

I, \_\_\_\_\_, am a member of the Sturbridge Homeowners Association, Inc. ("Association"), and am desirous of using the Sturbridge Plantation Park Clubhouse and/or Pool for an event to be supervised by me and my appointees. I intend to permit the use of the Pool at this event or permit children to be in the pool deck area. I hereby acknowledge and agree that a lifeguard pre-approved by the Association will be on duty during this event. I have received and agreed to the Rules and Regulations of the Sturbridge Plantation Park Clubhouse and Sturbridge Plantation Park Pool, the Bylaws and rules and regulations of the Association, and I have specifically reviewed the rules pertaining to safety precautions for children and non-swimmers in and around the pool area.

I agree and understand that I am personally liable for the actions of my guests and other invitees, including other Members of the Association. I further agree to indemnify and hold harmless the Association, its Directors, its Members, its employees, its agents, Bell Road YMCA, the lifeguards, Southern Boulevard Corporation, its parent, subsidiaries, affiliates, and any of their respective agents and its employees from any and all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind and nature, from any injury and damage to me, my guests, or invitees resulting from my use of the Pool and/or Clubhouse.

\_\_\_\_\_  
Member Signature

Date: \_\_\_\_\_

Address: \_\_\_\_\_  
Montgomery, Alabama 36116

*Revised July 18, 2006*